

Early Childhood – Liability 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.

The Insured	Client No	Cover No
Te Whanau Tupu Ngatahi O Aotearoa Playcentre Aotearoa	181-099Z7	1838725-000-01
The Insurer	% of Cover	Insurer Policy No
Vero Liability Insurance Ltd	100	
Period of Cover	From 01/06/21 to 01/06/22 at 4:00 pm; Local Standard Time	
Territory	New Zealand Only	
Jurisdiction	New Zealand Only	
Retroactive Date	Unlimited	
Policy Wording	VL Combined Liability 082017 To obtain a copy of this policy wording please visit http://www.crombielockwood.co.nz/policy-documents and enter the following code in the search engine LIECH0817	

GENERAL LIABILITY

Claims made against the Insured for compensation and the costs to defend such claims, in respect of unexpected or unintended personal injury or property damage arising in the course of the Business described in the Policy Schedule.

Limit of Indemnity	Any one Claim and in the aggregate	
	Public Liability	\$5,000,000
	Products Liability	\$5,000,000

Automatic Extensions

Advertising Liability	\$1,000,000
Extended Business Definition	Included
Hazardous Substances Emergency	\$1,000,000
Product Recall	\$100,000
Property in Care, Custody or Control	\$250,000
Property Owner's Liability	Included
Punitive or Exemplary Damages any one Occurrence and \$2,000,000 in the aggregate	\$1,000,000

Tenant's Liability	Included
Underground Services	Included
Unmanned Aerial Vehicles	\$1,000,000
Vehicles Additional Provisions	Included
Vibration or Removal of Support	Included
Motor Vehicle Vicarious Liability Extension	\$100,000

Excess

Standard	Each and every claim including costs	\$250
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STATUTORY LIABILITY

Defence costs and penalties in respect of prosecutions brought by regulatory authorities under various acts of parliament for alleged statutory breaches which may result in criminal conviction with accompanying financial penalties and/or awards.

Limit of Indemnity	Any one Claim and in the aggregate	\$2,000,000
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Automatic Extensions

Inquests and Coronial Inquiries	Included
Health & Safety at Work Act 2015	Included

Excess

Standard	Each and every claim including costs	Nil
Health and Safety at Work Act 2015	Each and every claim including costs	\$1,000

EMPLOYERS LIABILITY

Claims for damages in respect of personal injury to employees.

Limit of Indemnity	Any one Claim and in the aggregate	\$2,000,000
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Excess

Standard	Each and every claim including costs	\$500
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DIRECTORS & OFFICERS LIABILITY

Claims made against the Insured's directors and senior management for wrongful acts committed whilst carrying out their duties associated with the management of the insured company.

Limit of Indemnity	Any one Claim and in the aggregate	\$2,000,000
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Excess

Standard (Officers NIL)		\$2,000
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CRIME

Claims for loss of money arising from the fraudulent or dishonest acts of employees and others.

Limit of Indemnity	Any one Claim and in the aggregate	\$100,000
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Excess

Standard	Each and every claim including costs	\$5,000
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EMPLOYMENT DISPUTES

Claims made by employees alleging breaches of employment agreements, Privacy Act or Human Rights Act.

Limit of Indemnity	Any one Claim and in the aggregate	\$500,000
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Automatic Extensions

Employment Dispute Injunctions and Reinstatement Defence Costs	Included
Fines and Penalties	Included
Dishonest Employees	Included

Excess

Standard	Each and every claim including costs	\$5,000
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LEGAL EXPENSES

Legal costs for various legal proceedings and contractual disputes.

Limit of Indemnity	Any one Claim and in the aggregate	\$250,000
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Excess

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

Defence Costs only in respect of sections of these Insuring Agreements which are subject to a charge under Section 9 of the Law Reform act 1936 which prevents Defence Costs being paid under those Agreements.

Limit of Indemnity	Any one Claim and in the aggregate	\$500,000
Excess	Each and every claim including costs	Nil

PROFESSIONAL LIABILITY

Claims for damages made against the Insured arising from breaches of professional duty in the control and management of the Insured's Early Childcare business.

Limit of Indemnity	Any one Claim and in the aggregate	\$1,000,000
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Automatic Extensions

Unintentional Breach of Copyright Extension	\$200,000
Costs of Ombudsman's and Teachers	Included
Internet Liability	\$250,000

Endorsements

Limit increased to \$2,000,000 / Excess \$5,000

Excess	Each and every claim including costs	\$1,000
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EMPLOYEE CRIMINAL DEFENCE COSTS

Costs to defend certain criminal prosecutions against teachers.

Limit of Indemnity	Any one Claim and in the aggregate	\$100,000
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Endorsements

Limit increased to \$500,000

Excess	Each and every claim including costs	\$1,000
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BROKER NOTES

Insured: Te Whanau Tupu Ngatahi O Aotearoa Playcentre Aotearoa (formerly New Zealand Playcentre Federation Incorporated including all former member Associations and Playcentre Publications Limited)

Business Description: Promotion of business management support services provided by member playcentres; provision of early childhood education and parenting education programmes

CC1023 INSOLVENCY EXCLUSION

The Company will not indemnify any Insured Person(s) or the Insured Organisation for any claim:

1. arising out of or made in respect of the insolvency of the Insured Organisation
2. in connection with the application of provisions of Sections 135 and 136 of the Companies Act 1993 and any amendment thereof.

For the purposes of this exclusion, it is agreed that the Insured Organisation shall be deemed to be insolvent if:

1. it has been wound up or is in the course of being wound up; or
2. it has been in the course of being wound up where the winding up has been stayed or terminated by an order under Section 250 of the Companies Act 1993 and any amendment thereof; or
3. it is at any time after the inception date of this Policy placed under official management; or
4. a receiver or a receiver and manager is at any time appointed to its property or any part of it whether by the Court or under a power contained in an instrument and whether or not the appointment is terminated; or
5. if after the inception date of this Policy it ceases to carry on business or is unable to pay its debts as and when they fall due; or
6. at any time after the inception date of this Policy it enters into a compromise or other arrangement with its creditors.

BSP9999 Hall Hirers Liability

The definition of Insured under this policy is extended to include hirers of the Insured's premises however this Extension does not apply to claims against such hirers bought by:

1. the Insured; and/or
2. their indemnifiers

BSP9999 Molestation Sub-limit It is noted and agreed that in relation to Agreement I - Employee Criminal Defence Costs, the sub-limit applying in respect of any claims for alleged or actual Molestation shall be \$100,000 any one claim and in the aggregate during any one Period of Insurance.

BSP9999 Run-off Endorsement - former member Associations and Playcentre Publications Limited

It is hereby noted and agreed that in respect of Insuring Agreement B - Employers Liability, this Section shall not apply to liability arising from Personal Injury sustained or allegedly sustained on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement C - Professional Liability, this Section shall not apply to liability arising from any negligent breach of Professional Duty committed or allegedly committed on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement D - Crime, this Section shall not apply to liability arising from any dishonest or fraudulent act committed or allegedly committed on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement E - Employment Disputes, this Section shall not apply to liability arising from any breach of Employment Agreement on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement F - Statutory Liability, this Section shall not apply to liability arising from any Occurrence taking place or allegedly taking place on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement G - Directors and Officers Liability, this Section shall not apply to liability arising from any Wrongful Act committed or allegedly committed on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement H - Legal Expenses, this Section shall not apply to liability arising from any Insured Incident taking place or allegedly taking place on or after the Run-Off Date.

It is hereby noted and agreed that in respect of Insuring Agreement I - Employee Criminal Defence Costs, this Section shall not apply to liability arising from any Criminal Offence taking place or allegedly taking place on or after the Run-Off Date. It is hereby noted and agreed that in respect of Insuring Agreement J - Defence Costs, this Section shall not apply to liability arising from any Hung Claim arising from any event or act on or after the Run-Off Date. For the purposes of this Endorsement "Run-Off Date" shall mean: 1. Playcentre Publications Limited - 17 August 2016 2. former member Associations - 4 June 2019

Property Owners/Landlords Extension

It is hereby noted and agreed that the definition of Insured under Agreement A - Public & Products Liability and Agreement F - Statutory Liability is amended as follows:

Unless otherwise defined in any specific Insuring Agreement "the Insured" shall mean:

The entity stated as such in the schedule (the Named Insured); its directors, partners, employees and volunteers but only whilst engaged in named Insured's Early Childcare activities under the control and management of the Named Insured.

Any Subsidiary Company (including its subsidiaries) of the Named Insured and any other organisation under the control of the Insured and over which it is exercising active management. However it is agreed that coverage available under this Extension is restricted to property owners and landlords liability in relation to the operation of the Named Insured's Early childcare Centre only.

For the avoidance of doubt it is noted that coverage is excluded under all sections other than Agreement A and Agreement F.

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Vero Liability Insurance Ltd	100	A +	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.

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.

The Insured

Te Whanau Tupu Ngatahi O Aotearoa Playcentre Aotearoa (formerly New Zealand Playcentre Federation Incorporated including all former member Associations and Playcentre Publications Limited)

Client No

181-099Z7

Cover No

1838725-000-02

The Insurer

Vero Liability Insurance Ltd

% of cover

100

Insurer Policy No

Period of Cover

From 01/06/21 to 01/06/22 at 4:00 pm; Local Standard Time

DETAILS OF INSURANCE

Business Activity

Promotion of business management support services provided by member playcentres; provision of early childhood education and parenting education programmes

Limit of Indemnity

for all claims in the Aggregate during the Period of Insurance \$250,000

POLICY DETAILS

Policy Wording

Vero Liability Insurance Limited Standard Cyber Wording VL POL CYBER-032017

C1 Breach of Statutory Duties Relating to E-Commerce

C2 Business Interruption

\$100,000

C3 Cyber Crime

\$100,000 Excess: \$5,000

C4 Computer Virus Transmission and Hacking

C5 Cyber Extortion Cover

\$100,000 Excess: \$2,000

C6 Multi-Media Liability

C7 Privacy

C8 System Damage

\$100,000 Excess: \$2,000

D1 Advancement of Defence Costs

D2 Brand Protection Cover

\$50,000 Excess: \$2,000

D3 Continuity	
D4 Extended Reporting Period	
D5 Former Subsidiaries Run-Off Cover	
D6 Merged and/or Newly Acquired Subsidiaries	
D7 Payment Card Industry Fines and Penalties	\$50,000 Excess: \$2,000
D8 Personal Reputation Cover	\$50,000 Excess: \$2,000
D9 Privacy Breach Notification and Loss Mitigation	\$100,000
D10 Privacy Fines and Investigations	\$250,000
D11 Reward Expenses	\$50,000
H13 Cyber Event Response Service	Sedgwick New Zealand Limited 0800 VL CYBER (0800 852 923) PO Box 335, Newmarket 1140, Auckland, New Zealand

ENDORSEMENTS AND / OR CLAUSES

CY9004- Unencrypted Portable Media Exclusion - It is hereby noted and agreed that the Company will not pay any claim based upon, directly or indirectly arising from, or attributable to the failure of the Insured to encrypt Personal Information and/or Commercially Confidential Information that is removed from the Insured's premises by the Insured on any Portable Media Device containing electronic Personal Information and/or Commercially Confidential Information
However, this exclusion shall not apply in respect to:

1. The Insured's use of their business email account; or
2. Remote access to the Insured's Computer System.

Provided that access to 1. or 2. above is secured via password, pass key, access code, fingerprint or other biometric security, in accordance with the Insured's remote access policy. 'Portable Media Device' means any CD, USB, flash memory or portable hard drive, smart phone, laptop, tablet or similar portable device capable of storing data. In all other respects the policy remains unaltered.

CY9003 Fraudulent Impersonation

It is hereby noted and agreed that the following Automatic Extension D12. is added.

12. Fraudulent Impersonation

This Policy covers Loss arising from Fraudulent Impersonation and the Definition of Loss herein is extended.

The Company's liability for such Loss is limited to \$250,000 any one loss and in the aggregate during the Period of Insurance. Such amount shall be part of and not in addition to the Limit of Liability. The limit will apply in excess of the Excess.

For the purposes of this Extension:

1. Fraudulent Impersonation means the transfer in good faith of Money, Securities or other tangible property by the Insured in reliance on a Transfer Instruction purportedly issued by the Insured, an Employee, a client of the Insured, or a Vendor but which Transfer Instruction proves to have been fraudulently issued by an imposter without the knowledge or consent of the Insured or of such Employee, client or Vendor; and
2. Transfer Instruction means an instruction, in written form (including electronic), directing the Insured to transfer Money, Securities or other tangible property to whomsoever; and
3. Vendor means any entity or person from whom the Insured purchases goods or services under a written contract for a fee or other monetary consideration but does not include any:

- financial institution;
- broker/dealer;
- security company;

- armoured transport company; or any similar entity to each.

It is a condition precedent to indemnity under this Extension that the Insured must take all reasonable care at all times when assessing the legitimacy of a transfer instruction and in accordance with the Insured's internal control procedures.

DEDUCTIBLES / EXCESS

Standard \$2,000

Time Excess 12 hours (C2 Business Interruption)

INSURER RATING

Insurer	Cover (%)	Rating	Agency
Vero Liability Insurance Ltd	100	A +	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 2020

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 1st April 2020.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2020](#) can be found at 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.