
PUBLIC LIABILITY INSURANCE - Summary of Cover

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 Hang Gliding & Paragliding Association Inc
The Insurer	AIG Insurance NZ Ltd
Policy Number	PEL1162
Period of Cover	01/07/2020 to 01/07/2021 at 4pm

Policy Wording

Ando General Liability GL0616

Covering – What is Covered

Public and Products Liability

We will indemnify You for all sums that You become legally liable to pay as Damages in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory and caused by an Occurrence in connection with Your Business.

Costs and Expenses

In addition to the applicable Limit of Indemnity or any specified sub-limit, We will pay Costs and Expenses necessarily and reasonably incurred in relation to a claim against You for which there is cover under this Policy irrespective of whether or not You are found legally liable.

Business Insured – Your Occupation

All those activities connected with or associated with the recreational sport of Hang Gliding and or Paragliding, as conducted by the members of the New Zealand Hang Gliding and Paragliding Association Incorporated.

Limit of Liability – What You are Insured for

		Limit of Liability
General Liability	Any one Occurrence	\$ 5,000,000
Product Liability	In the Aggregate	\$ 5,000,000
Legal Jurisdiction	New Zealand	

Excess – Your Contribution to the Claim

	Excess
In respect of each and every event other than as detailed below	\$ 500
Pilot Negligence each and every occurrence	\$2,000
Advertising Liability	\$ 1,000
Defective Workmanship	\$ 1,000
Forest and Rural Fires	\$ 500
Goods on Hook	\$ 2,500
Innkeeper's Liability	\$ 1,000
Lost or Stolen Keys	\$ 1,000
Product Withdrawal Costs	\$ 2,500
Property in Care, Custody or Control	\$ 1,000
Punitive and Exemplary Damages	\$ 1,000
Underground Services	\$ 2,500
Vehicle or Watercraft, Equipment or Machinery Service and Repair	
- Vehicle or Watercraft	\$ 1,000
- Equipment or Machinery	\$ 2,500
Vibration and Removal of Support	\$ 5,000
Warrant of Fitness	\$ 2,500

Automatic Coverage Clauses	Sub Limit
Advertising Liability	\$ 1,000,000
Business Advice or Service	Included
Car Park Liability	Included
Contractors or Subcontractors	Included
Defective Workmanship	\$ 100,000
Forest and Rural Fires	\$ 1,000,000
Goods on Hook	\$ 250,000
Hot Work	Included
Innkeeper's Liability	Included
Landlords Liability	Included
Lost or Stolen Keys	\$ 50,000
Mechanical Plant Liability	Included
Product Withdrawal Costs	\$ 100,000
Property in Care, Custody or Control	\$ 500,000
Punitive or Exemplary Damages	\$ 1,000,000
Tenant's Liability	Included
Underground Services	Included
Vehicle or Watercraft, Equipment or Machinery Service and Repair	\$ 500,000
Vehicles/Mobile Mechanical Plant Liability	Included
Vibration and Removal of Support	\$ 500,000
Visits to North American Countries	Included
- The Limit of Indemnity inclusive of Costs and Expenses, any one Period of Insurance will be the Limit of Indemnity shown in the Schedule;	
Warrant of Fitness	\$ 100,000

Special Terms

Sanctions Clause

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **us, our** parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

All other terms, conditions and exclusions remain unchanged

New Zealand Territorial Limit Endorsement

It is hereby agreed and declared that Definition 5.24 is deleted and replaced by the following:

5.24 **Territorial Limits** means anywhere in New Zealand, except for the activities of travelling executives and sales people for which the policy applies anywhere in the world.

All other terms, conditions and exclusions remain unchanged.

Amended Aircraft Exclusion – Commercial Hang Gliders / Paragliders Operations Excluded

Exclusion 6.1 is deleted and replaced by the following:

This insurance does not apply to:

6.1. Liability arising out of the ownership, maintenance, operation or use by the **Insured** of:

a) any aircraft or hovercraft, including hang-gliders and Paragliders operated for commercial use, however this exclusion 6.1 a) shall not apply to private, non-commercial hang-gliders and Paragliders operated / used by members of the New Zealand Hang Gliders and Paragliders Association, or

b) any watercraft or vessel exceeding 8 metres in length. But this section 6.1 b) shall not apply with respect to operations by independent contractors.

All other terms, conditions and exclusions remain unchanged

Additional Insured

Any temporary contract labour, self-employed persons, labour-only sub-contractors solely under contract with, and under the direction and direct supervision of the **Insured**

All other terms, conditions and exclusions remain unchanged.

Important Notices

It is our duty as brokers to provide you with sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business or circumstances. Please contact us if you would like more information on the matters below.

Duty of Disclosure

When you apply for insurance you have a legal duty of disclosure to the insurer to truthfully disclose all information that is relevant and/or material to the insurer so as to enable it to decide whether to provide this insurance and if so on what terms. You have this duty every time your policy renews and whenever you make changes to your policy. If you breach this duty, the insurer may elect to avoid your policy from inception or last renewal date. This means that your policy will be treated as if it never existed. The duty to disclose relevant or material information is not limited to the questions listed in the proposal if a proposal form is completed. Please ask us if you are not sure whether you need to disclose information.

Fair Insurance Code

Where your insurer is a member of the Insurance Council of New Zealand, your insurer is committed to complying with the Fair Insurance Code. A copy of the Code can be found at: www.icnz.org.nz

Privacy Act

Personal information is held by us and/or your insurer in order to assess your insurance requirements and any claim you may have. We will hold any personal information that you provide to us in accordance with the Privacy Act 1993. You have the right to access and correct any of your personal information held. For further information, please visit our website: <http://www.tsibrokers.co.nz>

Where your insurer is New Zealand based, your insurer holds personal information in accordance with the Privacy Act 1993.

Administration Fee

Where we charge a broker administration fee this will either be individually listed or included in the policy charge.

Cancellation

If you cancel cover prior to the policy expiring, we will refund you the insurer's net return premium, after commission plus a cancellation fee.

Your Satisfaction

Your satisfaction is important to us. We aim to provide you with the highest quality of service at all times. If you have a problem, concern, or complaint about any part of our service, please let us know as soon as you can so that we can sort it out quickly. We have a complaints procedure to resolve any issues.

Terms of Business and Disclosure Statements

This Insurance has been arranged in accordance with our Terms of Business and Disclosure Statements. To download copies of these documents, please visit our website: <http://www.tsibrokers.co.nz>

Policy Documents

This summary outlines your policy coverage but it is not the policy document. The terms, conditions and exclusions of the insurer's policy wording and schedule shall prevail at all times. If you require a copy of your policy documents, please contact us without delay.

Policy Exclusions

There are exclusions that apply to this cover. For the full list of exclusions and conditions, please refer to the policy documents.

Insurer Financial Strength Rating

AIG Insurance NZ Ltd has a rating of 'A' provided by Standard & Poor's (Australia) Pty Ltd.

Sanctions

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

The rating scale in summary form is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	D	Default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R	Regulatory Supervision
A	Strong	B	Weak	SD	Selective Default	NR	Not Rated

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.

A full description of the rating scale is available from www.standardandpoors.com.