
COMBINED LIABILITY PACKAGE - 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	New Zealand Hang Gliding and Paragliding Association and affiliated clubs and associations and the directors, officers and/or volunteers and volunteer instructors acting within the scope of their duties in such capacity.
The Insurer	AIG Insurance NZ Ltd
Policy Number	TBA
Period of Cover	01/07/2021 to 01/07/2022 at 4pm

ASSOCIATION LIABILITY INSURANCE PACKAGE

Policy Wording

AIG AssociationEdge Liability Insurance

Business Insured – Your Occupation

All those activities connected with the administration of the sport of hang gliding and paragliding conducted by NZHGPA and affiliated clubs and associations, and members and directors, officers, employees and/or volunteers acting within the scope of their duties in such capacity, being flight activity and flight training and instructions provided by volunteer instructors, conduct of events and also the administration and issue of pilot certificates, the administration of the issue of glider and equipment warrants of fitness certificates and administration of disciplinary function of pilot members.

Estimated Turnover

\$ As Declared

Retroactive Date

Unlimited General, Statutory & Employers Liability

Unlimited All other sections

Sections Insured A1-A6

- | | |
|----------------------------|----------|
| • A1 Association Liability | Included |
| • A2 Management Liability | Included |
| • A3 Employment Practices | Included |
| • A4 Statutory Liability | Included |
| • A5 Employers Liability | Included |
| • A6 Crime | Included |
| • A7 General Liability | EXCLUDED |

Territory & Jurisdiction

New Zealand
New Zealand
New Zealand
New Zealand
New Zealand
New Zealand

Section Insured B

- | | | |
|--------------------|----------|-------------|
| • Costs & Expenses | Included | New Zealand |
|--------------------|----------|-------------|

If the Insurer (in its sole and absolute discretion) determines that any loss covered by any other section, cover, endorsement or extension of this Policy (other than Policy Section A7 - General Liability) is subject to the existence or potential existence of a Charge, the Insurer shall not be obligated to advance any costs or expenses under that section, cover, endorsement or extension of this Policy but instead the Insurer shall pay such costs and expenses solely under this Section B – Costs and Expenses.

MANAGEMENT LIABILITY

Covering – What is Covered

The Insurer shall pay the Loss of each Insured Person arising from Management Liability, except to the extent that the Insured Person has been indemnified by the Association for such Loss.

1. Individuals

2. Outside Entity Directors

The Insurer shall pay the Loss of each Outside Entity Director arising from Management Liability, except to the extent that the Outside Entity Director has been indemnified for such Loss.

3. Association Reimbursement

The Insurer shall reimburse or pay on behalf of the Association any Loss for which it has indemnified an Insured Person arising from Management Liability. Association Liability

Description – What You are Insured for

Limit of Liability Any one claim and in the aggregate

Limit of Liability

\$ 2,000,000

Excess – Your Contribution to the Claim

In respect of each and every event

Excess

\$ 500

Extensions

Occupational Health & Safety	\$ 500,000
Public Relations Services	\$ 50,000
Extradition Proceedings	\$ 100,000

Special Terms

None

ASSOCIATION LIABILITY

Covering – What is Covered

1. Association Liability

The Insurer shall pay the Loss of the Association arising from Association Liability.

2. Accidental Death

The Insurer will pay up to an aggregate amount as per Schedule for each Insured Executive and as per Schedule in the aggregate to the Association in the event of the Accidental Death of an Insured Executive during the Policy Period.

3. Professional Liability

The Insurer shall pay the Loss of any Insured arising from Professional Liability

Description – What You are Insured for

Limit of Liability Any one claim and in the aggregate

Limit of Liability

\$ 2,000,000

Excess – Your Contribution to the Claim

In respect of each and every event

Excess

\$ 500

Extensions

Accidental Death \$100,000 per Insured Executive to a maximum of	\$ 500,000
Breach of Contract – Defence Costs	\$ 100,000
Identity Fraud	\$ 100,000
Crisis Event	\$ 50,000
Internet Liability	\$ 250,000
Registration Decisions	\$ 20,000
Tax Status Costs	\$ 75,000
Lost Documents	\$ 500,000

Special Terms

None

EMPLOYMENT PRACTICES LIABILITY

Covering – What is Covered

1. Employment Practices Liability

The Insurer shall pay the Loss of the Association arising from Employment Practices Liability.

2. Third Party Discrimination

The Insurer shall pay, up to an aggregate amount as per schedule, the Loss of the Association arising from any harassment of or discrimination against any natural person third party who is not an Employee.

Description – What You are Insured for

Limit of Liability Any one claim and in the aggregate

Limit of Liability

\$ 500,000

Excess – Your Contribution to the Claim

In respect of each and every event

Excess

\$ 5,000

Extensions

Third Party Discrimination

\$ 500,000

Special Terms

None

STATUTORY LIABILITY

Covering – What is Covered

Statutory Liability

The Insurer shall pay the Loss of any Insured due to a Claim for Statutory Liability

Limit of Liability – What You are Insured for

Limit of Liability In total for all fines, reparations or statutory damages, and defence costs in the aggregate during the annual period

Sum Insured

\$ 1,000,000

Excess – Your Contribution to the Claim

In respect of each and every claim, including legal costs and expenses
Health & Safety in Employment Act excess

Excess

\$ 500
\$2,500

Extensions

Access to Complementary Legal Advice

Included

Excluded Acts

Arms Act 1983

Aviation Crimes Act 1972

Crimes Act 1961

Land Transport Act 1998

Proceeds of Crime Act 1991

Summary Offences Act 1981

Transport Act 1962

Transport (Vehicle and Driver Registration and Licencing) Act 1986

You are not insured for any fine under the Health and Safety at Work Act 2015 (this Act replaced the Health and Safety in Employment Act 1992).

Special Terms

None

EMPLOYERS LIABILITY

Covering – What is Covered

Employers Liability

The Insurer shall pay the Loss of the Association due to a Claim for Personal Injury sustained by an Employee.

Limit of Liability – What You are Insured for

Limit of Liability Each and every claim and in the aggregate

Sum Insured
\$ 1,000,000

Excess – Your Contribution to the Claim

In respect of each and every claim, including legal costs and expenses

Excess
\$ 500

Extensions

Access to Complementary Legal Advice

Included

Special Terms

None

CRIME PROTECTION

Covering – What is Covered

Fraud or Dishonesty
Third Party Crime
Electronic and Computer Crime
Destruction and Damage of Money or Negotiable Instruments
Care, Custody and Control
Criminal Damage to Property
Erroneous Funds Transfer

Limit of Liability – What You are Insured for

Limit of Liability Each and every claim and in the aggregate

Sum Insured
\$ 150,000

Excess – Your Contribution to the Claim

In respect of each and every claim, including legal costs and expenses

Excess
\$ 10,000

Extensions

Destruction and Damage of Money or Negotiable Instruments – Fire, Storm or Natural Disaster	\$ 100,000
Legal Fees	\$ 50,000
Reconstitution Costs	\$ 50,000
Investigative Specialist Fees	\$ 100,000
Public Relations Costs	\$ 100,000
Costs for Criminal Prosecution	\$ 50,000
Regulatory Crisis Response	\$ 100,000

Special Terms

None

COSTS AND EXPENSES

Limit of Liability – What You are Insured for

Limit of Liability Each and every claim and in the aggregate

Sum Insured
\$1,000,000

Section

Management Liability

Limit
Up to the full limit

Association Liability
Employment Practices Liability
Statutory Liability
Employers Liability

Up to the full limit
Up to the full limit
Up to the full limit
Up to the full limit

Special Terms

None

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

We collect, use, disclose and hold your personal information in accordance with the Privacy Act 2020 and our privacy policy is available at: <https://www.tsibrokers.co.nz> or by requesting a copy at any time.

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. Our complaints procedure disclosure document can be found at: <https://www.tsibrokers.co.nz> or by requesting a copy at any time.

Terms of Business and Disclosure Documents

This Insurance has been arranged in accordance with our Terms of Business and Disclosure Documents. To download copies of these documents, please visit our website: <https://www.tsibrokers.co.nz> or by requesting a copy at any time.

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.