

# THE SCHEDULE



ATTACHING TO AND FORMING PART OF POLICY NO Lumley Statutory Liability Policy Wording 1215

**THE INSURED:**

Croquet New Zealand Inc and any nominated member clubs (schedule attached)

**THE BUSINESS:**

Croquet Clubs / Offices

**PERIOD OF INSURANCE:**

From 4pm on: 31/10/2016 To 4pm on: 31/10/2017 NZ Local Time and any other period for which the Company accepts or agrees to accept a premium

**LIMITS OF LIABILITY:**

any one event and one Policy Period. Defence Costs are in addition \$500,000 to the sum insured for fines, statutory damages and reparations.

**DEDUCTIBLES / EXCESSES:**

each and every claim including costs (refer to the policy document for various excesses applicable to subsections of the policy or endorsements) \$500

**RETROACTIVE DATE:**

31 October 2016

**TERRITORIAL LIMITS:**

New Zealand

**JURISDICTION LIMITS:**

New Zealand

**ENDORSEMENTS:**

The following endorsement will apply to your Statutory Liability policy:

- The definition of Act of Parliament will now cover any re-enactments or replacing legislation
- The Land Transports Act is added to Exclusion 4.7 as an Excluded Act

**CONDITIONS / WARRANTIES:**

Nil

Refer to policy for full detail of endorsements, clauses and exclusions. Please note this schedule and the policy document forms a legal contract and must be read together. If you need a copy of the policy please contact us (JLT) on (03) 366 4866.

Signed by Jardine Lloyd Thompson Ltd, for and on behalf of Lumley, a business division of IAG New Zealand Limited on 19 OCT 2016 at Christchurch, New Zealand

Signature:



## IMPORTANT INFORMATION



### DUTY OF DISCLOSURE:

You have a duty to disclose every matter that you know, or could reasonably be expected to know that is relevant to an insurer's decision whether to accept the risk of insurance and, if so, on what terms. The same duty applies during the currency of the policy, on renewal, endorsement, reinstatement or variation of the policy. Disclosure is not limited to specific questions on the proposal, or matter applying to the insured named in the policy, but includes other relevant matters, including past business or private insurances.

Examples of information you may need to disclose include:

- Any claims, or incidences that could lead to a claim, not already notified;
- Any criminal offence subject to the Criminal Records (Clean Slate) Act 2004;
- Any cancellation, refusal to renew insurance, or imposing of special terms by another insurance company;
- Any insurance claims you have made in the past;
- Any change in circumstances or activities which could increase the risk of an insurance claim.

If you are in doubt it is better to provide the information rather than take the risk of failing in your duty of disclosure.

### BREACH OF POLICY CONDITIONS:

Failure in your duty of disclosure, or breach of any Policy condition or warranty, could result in an otherwise legitimate claim being declined, a reduction in claim settlement or your Policies could even be declared null and void.

### RENEWAL PROCESS:

On renewal these documents are issued to you for the new policy period and in the absence of any advice from you to the contrary, your insurances will be renewed for you from the expiry date (subject to the satisfactory completion of any declarations or proposal forms that may have been requested).

### BINDING AUTHORITY STATEMENT:

JLT Risk Services (a division of Jardine Lloyd Thompson Ltd) are acting in an underwriting capacity on behalf of Lumley, a business division of IAG New Zealand Limited who, under an Underwriting Agency Agreement, have given JLT Risk Services authority to act on their behalf in respect of this insurance

### HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

### INSURING THE INTEREST OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

### Claims Made and Notified:

Certain categories of policy are provided on a 'claims made and notified' basis. This means that any claim or circumstance known to the insured must be notified to insurers as soon as possible and within the current insurance year. Failure to do so is likely to lead to your claim being declined.

### CLAIMS:

There are a number of steps that must be taken immediately for all types of potential claims:

- Report the incident as soon as practicable – contact JLT on 03 366 4866 or 0800 111 644.
- Do not admit liability and do not agree to pay for damage caused to another party, even if you think you were at fault and irrespective of the circumstances of the incident. Your insurer will handle any negotiations necessary.
- Safeguard the property from further damage – call emergency services, secure the site, if safety allows remove property which may be exposed to further danger.
- Report any theft, arson or malicious damage to the Police and keep the Police notification receipt to lodge with your claim.
- Your insurers may appoint an assessor who will advise and instruct you regarding your claim. It is important that you follow their advice or instructions. JLT will assist you with advice on individual claims.
- Be aware that what may appear to be minor property damage can escalate into serious loss – do not delay in notifying us of the incident.

### INSURERS FINANCIAL STRENGTH RATING:

Insurers	%	Rating	Rating Agency
Lumley, a business division of IAG New Zealand Limited	100	AA-	SP

The above panel details your insurer's Financial Strength Rating and their applicable Rating Agency. Please refer to the enclosed information 'Financial Strength Rating Guide' for further detail about the rating and any applicable insurer notifications.

### FINANCIAL STRENGTH RATING GUIDE:

Standard & Poor's (Australia) Pty Ltd (SP)

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

A M Best Asia Pacific Limited (AMB)

A++ and A+	Superior
A and A-	Excellent
B++ and B+	Very Good
B and B-	Adequate
C++ and C+	Fair
C and C-	Marginal
D	Very Vulnerable
E	Under Supervision
F	In Liquidation

Plus (+) or minus (-) signs following ratings from AA to CCC show relative standing within the major rating categories. Ratings may be changed, withdrawn or suspended at any time. Ratings issued by rating services are solely statements of opinion and not statements of fact or recommendations to purchase or discontinue any policy or contract. Latest ratings can be found on [www.standardandpoors.com](http://www.standardandpoors.com) and [www.ambest.com](http://www.ambest.com).

PLEASE SEE THE NEXT PAGE FOR IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH JLT



## IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH JLT

### CLIENT RELATIONSHIP

Provision of these services does not commit JLT, you or your organisation to any broker/client relationship for the provision of professional advice or for the placement of any insurances on your behalf, other than those quoted or renewed by these documents.

### QFE DISCLOSURE STATEMENT

JLT (FSP34047) is a Qualifying Financial Entity (QFE) licensed and regulated by the Financial Markets Authority ([www.fma.govt.nz](http://www.fma.govt.nz)). We have an Internal complaints procedure and are members of an independent external disputes resolution scheme ([www.fscl.org.nz](http://www.fscl.org.nz)) as required by law. A full copy of our Disclosure Statement has been provided to you; it is also available on request or can be viewed on our website [www.jlt.co.nz](http://www.jlt.co.nz).

### REMUNERATION AND OTHER INCOME:

Our principal remuneration for arranging Insurance on your behalf is either by way of a;

- a) commission paid by the Insurer or;
- b) Fee or;
- c) combination of Commission paid by the Insurer and a Fee.

In addition to the above the JLT may receive income from interest earned on insurance monies passing through our bank account and/or administrative service fees or expense reimbursements for limited specific services we provide to Insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

### REFUND OF PREMIUMS:

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, JLT Risk Services reserves the right to retain brokerage, fees and charges.

### LIMITATION OF OUR LIABILITY

For the purposes of this clause, "we" shall mean Jardine Lloyd Thompson Limited and any other company in the JLT Group.

To the extent permitted by applicable laws, regulations or rules:

1. any liability we may incur to you arising out of or in connection with the services that we provide, whether in contract, tort (including but not limited to negligence), under the law of trusts or otherwise shall be limited;
  - (i) to reflect only that part of any loss or damage to you which we caused, taking into account any contribution which other people may also have had in causing that loss or damage; and, in any event;
  - (ii) in aggregate to a maximum of NZD10 million, or other amount specifically agreed by us in writing.
2. we will not be liable to you for any indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of profit or loss of savings) arising out of or in connection with our services;
3. notwithstanding the above, no limit of liability shall apply in the case of death or personal injury caused by our negligence, or in respect of any loss caused by our fraud; and
4. you agree that, given the level of our remuneration for the services we provide to you and the level of risk accepted by us, it is fair and reasonable for us to limit our liability in accordance with these provisions.

### SANCTIONS AND EMBARGOES

In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("Measures") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover. Such Measures may require us to:

- investigate not only the insured or reinsured or the goods, property and/or interests which they insure or reinsure but also any indirect beneficial ownership of relevant parties or property;
- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and
- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.

In addition, some insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

We will, of course, use reasonable endeavours to warn you should we become aware that any Measures may impact upon any insurance we place on your behalf or restrict the payment of any premiums or claims.

### ASSIGNMENT AND SUB-CONTRACTING

We may on 21 days' written notice transfer our rights and obligations under the agreement between us for the provision of the services as set out in this document to another company within the JLT Group which is able to perform the services in accordance with this document.

We may also subcontract to another company within the JLT Group but this will be on the basis that we remain responsible for the services which we and our subcontractors provide.

### PRIVACY ACT

Pursuant to the PRIVACY ACT 1993 the following information is brought to your attention: You have provided commercial and/or personal information about you/your organisation. The information is collected to evaluate the insurance you seek. The information is collected and held by Jardine Lloyd Thompson Limited (JLT) and/or your Insurers and/or prospective Insurers. The collection of this information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory (refer Duty of Disclosure above). You have rights to the access of, and correction of, this information subject to the provisions of the Privacy Act 1993.

### ENFORCEABILITY

In the event any portion of this document is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Schedule of member clubs which attaches to and forms part of policy Lumley Statutory Liability 1215  
on behalf of Croquet New Zealand Inc - 19 October 2016**

---

- 1 Akaroa
- 1 Aomagi
- 1 Awamoa
- 1 Barrington Park
- 1 Blenheim
- 1 Brooklyn
- 1 Carlton
- 1 Claudelands
- 1 Croquet New Zealand Inc
- 1 Doubtless Bay
- 1 Edgeware
- 1 Epsom-Remuera
- 1 Fendalton Park
- 1 Hamilton East
- 1 Hawera
- 1 Henderson
- 1 Holmes Park
- 1 Howick
- 1 Katikati
- 1 Kelburn
- 1 Kensington
- 1 Kerikeri
- 1 Khandallah
- 1 Marewa
- ~~1 Masterton~~
- 1 Matamata
- 1 Morrinsville
- 1 North Shore
- 1 Orewa
- 1 Paeroa
- 1 Pakuranga
- 1 Papakura
- 1 Paraparaumu
- 1 Petone
- 1 Point Chevalier
- 1 Pukekohe
- 1 Rangimarie
- 1 Rangiora
- 1 Rose Gardens
- 1 Rotorua
- 1 St Heliers
- 1 St James Park
- 1 St Martins
- 1 Takapuna
- 1 Tauranga
- 1 Te Awamutu
- 1 Thames
- 1 United
- 1 Waihi
- 1 Waikanae
- 1 Waimarie
- 1 Wakatipu
- 1 Wanaka

1 Warkworth  
1 Wellington Municipal  
1 Whangarei

56 56