



POLICY SCHEDULE

Words in **bold** typeface have special meaning - see the Schedule and the Definitions section of the Policy Document. Please read the schedule and policy carefully and review the cover with your insurance agent or broker.

Policy Number	SPL14348-01	
Insured	Individual personal trainers and REPs group exercise instructors who are registered members with Exercise Association of New Zealand Inc and/or NZ Register of Exercise Professionals Ltd only.	
Activities of Insured	Fitness Instructors including Fitness Related Wellbeing	
Policy Period	From: 01 October 2021	To: 01 October 2022
Continuity Date	01 October 2021	
Premium	As Agreed	

Policy Sections

The following benefits apply to all sections of the policy but do not increase the limit of indemnity of any section and apply for any Occurrence and in the aggregate.

Emergency Costs	\$50,000
Regulatory Crisis Response	\$100,000

For Reserved Cost and Expenses benefits apply to all sections of the policy but do not increase the limit of indemnity of any section and apply for any Occurrence.

Reserved Costs & Expenses	\$500,000
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Refer to “Endorsements, Extensions, Warranties & Exclusions” at the end of the document

Section A. Limit, Extensions & Sub-Limits

A.	General Liability	\$5,000,000
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The A.1 Limit of Liability applies to each Occurrence in respect of General Liability and in respect of Entities Products in the Aggregate any one Policy Period

Sub-Limits	Care, Custody and Control	\$250,000	Any Occurrence and in the aggregate
	Innkeepers Liability	\$20,000	Per Occurrence
	Landlords Liability	Included	Per Occurrence
	Product Withdrawal Expenses	\$100,000	Any Occurrence and in the aggregate
	Punitive and Exemplary Damages	\$1,000,000	Any Occurrence and in the aggregate
	Service, Repair and Storage Liability	\$250,000	Any Occurrence and in the aggregate
	Tenants Liability	Included	Per Occurrence
	Underground Property Warranty	\$1,000,000	Per Occurrence
	Vibration and Removal of Support	\$250,000	Any Occurrence and in the aggregate

Section B. Limits, Extensions & Sub-Limits per claim and in the aggregate

B.	Statutory Liability	\$1,000,000	Retroactive Date 1/10/2003
B.	Employers Liability	Not insured	
B.	Management & Entity Liability	Not insured	
B.	Employment Practices Liability	Not insured	
B.	Crime Protection	Not Insured	



B.	Cyber	Not Insured	
B.	Professional Liability for Not for Profit	Not insured	
B.	Professional Indemnity	\$3,000,000	Retroactive Date 1/10/2003
Automatic Extension	Professional Liability Reinstatement Limit \$3,000,000 (Aggregate \$6,000,000)		
Sub-Limits	Internet Liability	\$250,000	
	Lost Documents	\$500,000	
	Registration Decisions	\$20,000	

Retentions

Section A

Each Occurrence	\$500	Except as follows
Care, Custody and Control	\$1,000	
Defective Workmanship	\$1,000	
Product Withdrawal Expenses, Underground Property Warranty	\$2,500	
Vibration and Removal of Support	\$5,000	

Section B

Each and every Claim	\$500	Except as follows
Professional Indemnity	\$2,000	

Endorsements, Extensions, Warranties & Exclusions

Bodily Injury Cover Endorsement

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the Policy):

The exclusion 4 on the General Conditions applying to all Insuring Sections is removed in its entirety and replaced with Bodily Injury and/or Property Damage for bodily injury and/or property damage.

This exclusion shall not apply to:

- (i) any claim for emotional distress with respect to Employment Practices Liability or third party discrimination; or
- (ii) mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy; or
- (iii) Policy Sections:
 - (a) A – General Liability;
 - (b) B – Management Liability - Extension 5 ‘Occupational Health & Safety’;
 - (c) General Terms & Conditions – Extension 4 ‘Emergency Costs’, Extension 5 ‘Regulatory Crisis Response’.
- (iv) any Claim or Investigation arising directly out of the conduct of the Professional Services covered by policy section B – Professional Indemnity

Professional Liability Exclusion – Absolute (Section A – General Liability)

By way of endorsement to the Policy, the parties agree that Exclusion 14. Professional Liability is deleted and replaced

ROSSER

P O Box 9521, Hamilton 3240
help@rosser.co.nz
www.rosser.co.nz
0800 867 677



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LIABILITY

with the following:

Professional Liability

The Insurer shall not be liable for Loss arising from the rendering of or failure to render professional advice or services by the Insured or any error or omission connected therewith.

In all other respects the Policy remains unaltered

Communicable Disease Exclusion

Notwithstanding any other provision in this policy, this insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation of any nature whatsoever caused by, arising out of, related to, or resulting from, directly or indirectly, in whole or in part, any **communicable disease**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
- b. Testing for a **communicable disease**;
- c. Failure to prevent the spread of a **communicable disease**; or
- d. Failure to report a **communicable disease** to authorities.

Communicable disease means any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or are capable of inducing physical distress, illness or disease.

All other terms and conditions of the policy remain unchanged.

All amounts expressed in this Policy Schedule are exclusive of Goods & Services Tax where payable by law.

Insurer & Address for Claims Notice

Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140

Claims Email p&c.claims.newzealand@chubb.com

SIGNED FOR AND ON BEHALF OF THE INSURER

Issued at 10:55 AM, Thursday, 04 November 2021