



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 | SPL14348-02 | |
| 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 2022 | To: 01 October 2023 |
| 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 |
|--------------------------------------|------------------|

Refer to “Endorsements, Extensions, Warranties & Exclusions” at the end of the document

Section A. Limit, Extensions & Sub-Limits

| | | |
|-----------|--------------------------|--------------------|
| A. | General Liability | \$5,000,000 |
|-----------|--------------------------|--------------------|

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 |
| 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

ROSSER

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



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LIABILITY

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 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 4:08 PM, Wednesday, 26 October 2022