

SUREPAC

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	:	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.
THE INSURER	:	Rosser Underwriting
POLICY WORDING	:	Rosser SurePac Liability V210131
POLICY NUMBER	:	SPL3220-2
PERIOD OF COVER	:	01.10.2023 to 01.10.2024 at 4:00 pm

BUSINESS INSURED – Details Of Your Business Activities

Business Activities : Personal Trainers and REPs Group Exercise Instructors including ancillary nutrition advice, physical rehabilitation

Number of Employees :

Est. Annual Turnover :\$

Cover Includes:

Emergency Costs	Any Occurrence and in the aggregate	\$ 50,000
Regulatory Crisis Response	Any Occurrence and in the aggregate	\$ 100,000
Reserved Costs and Expenses	Any Occurrence and in the aggregate	\$ 500,000

GENERAL LIABILITY

COVERING – What Is Covered

Legal liability for Property Damage and/or Personal Injury for accidents happening in connection with the business of the Insured.

LIMITS OF INDEMNITY – What You Are Insured For

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**

Public Policy Territory : New Zealand

Products Policy Territory : New Zealand

EXTENSION Sub Limits

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

OPTIONAL EXTENSIONS – Sub Limits

Defective Workmanship	Not Included	\$	100,000
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EXCESS – Your Contribution To The Claim

In respect of each and every claim (unless stated otherwise)		\$	500
Care, Custody & Control		\$	1,000
Defective Workmanship	Not Included	\$	1,000
Product Withdrawal Expenses		\$	2,500
Underground Property Warranty		\$	2,500
Vibration and Removal of Support		\$	5,000

ADDITIONAL CLAUSES – Alterations To The Standard Cover

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.

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.

STATUTORY LIABILITY

COVERING – What Is Covered

Covering any fine and/or defence costs imposed by a New Zealand Court for a conviction under an Act of Parliament other than those Acts specifically excluded.

LIMITS OF INDEMNITY – What You Are Insured For

Any one claim and in the aggregate	\$	1,000,000
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Retroactive Date	:	01/10/2003
Geographical Limits	:	New Zealand Only
Jurisdictional Limits	:	New Zealand Only

EXCESS – Your Contribution To The Claim

In respect of each and every event:	\$	500
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ADDITIONAL CLAUSES – Alterations To The Standard Cover

Not applicable

EMPLOYERS LIABILITY

COVERING – What Is Covered

Legal liability for personal injury to employees in the course of their employment not covered by ACC

LIMITS OF INDEMNITY – What You Are Insured For

Any one claim and in the aggregate \$

Retroactive Date :
 Geographical Limits : New Zealand Only
 Jurisdictional Limits : New Zealand Only

EXCESS – Your Contribution To The Claim

In respect of each and every event \$ 500

ADDITIONAL CLAUSES – Alterations To The Standard Cover

Communicable Disease Exclusion

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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.

Not Insured

PROFESSIONAL INDEMNITY **Included**

COVERING – What Is Covered

Indemnity for costs arising from errors or omissions, deceptive conduct, defamation or fraudulent acts by an Insured Person resulting in liability to the Entity.

LIMIT OF INDEMNITY – What You Are Insured For

Limit of Liability (Loss) – any one claim and in the aggregate	\$ 3,000,000
Retroactive Date : 01/10/2003	
Geographical Limits : Worldwide excludes North American Countries	
Jurisdictional Limits : New Zealand Only	

EXTENSION Sub Limits

Internet Liability	\$ 250,000
Lost Documents	\$ 500,000
Registration Decisions	\$ 20,000

EXCESS – Your Contribution To The Claim

In respect of each and every event: \$2,000

ADDITIONAL CLAUSES – Alterations To The Standard Cover

\$6,000,000 in the aggregate

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

CLIENT NOTES

2023 Renewal Based on:
 Reps 1,400 x \$40.60 = \$56,840
 GE 400 x \$26.00 = 10,400
 Total = \$67,240

The policy is adjustable at year end on declaration of actual numbers.