

BUSINESS INTERRUPTION POLICY



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QBE Insurance/Steadfast Business Interruption Policy

| INTRODUCTION | |
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| WELCOME | Welcome to QBE. Thank you for selecting us as your insurer . |
| ABOUT THIS POLICY | <p>Your Business Interruption Policy consists of:</p> <ol style="list-style-type: none"> 1. this policy document, and 2. the schedule, and 3. any endorsements or warranties that we apply, and 4. the information you have provided in the application. |
| YOUR DUTY OF DISCLOSURE | <p>When you apply for insurance, you have a legal duty of disclosure. This means you or anyone acting on your behalf must tell us everything you know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:</p> <ol style="list-style-type: none"> 1. to accept or decline your insurance, and/or 2. the cost or terms of the insurance, including the excess. <p>You also have this duty every time your insurance renews and when you make any changes to it. If you or anyone acting on your behalf breaches this duty, we may treat this policy as being of no effect and to have never existed. Please ask us if you are not sure whether you need to tell us about something.</p> |
| EXAMPLES | We have used examples and comments to make parts of this policy document easier to understand. These examples and comments are printed in <i>italics</i> and do not affect or limit the meaning of the section they refer to. |
| HEADINGS | The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document. |
| DEFINED WORDS | If a word is shown in bold , it has a specific meaning. There is a list of these words and what they mean at the back of this policy in the section 'DEFINITIONS'. |

| INSURANCE AGREEMENT | |
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| OUR AGREEMENT | You agree to pay us the premium and comply with this policy. In exchange, we agree to insure you as set out in this policy. |

| WHAT YOU ARE COVERED FOR | |
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| INTERRUPTION TO YOUR BUSINESS | You are insured for business interruption resulting from insured damage . |

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| | <i>Please also see 'Contingent Business Interruption Extensions' and 'Optional Policy Extension' for other circumstances that we consider to be insured damage.</i> |
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| INSURED ITEMS | |
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| You only have cover for the following 'Insured Items' that are specified in the schedule as 'Insured'. | |
| A. LOSS OF INSURED PROFIT | <ol style="list-style-type: none"> 1. Reduction in turnover: You are insured for loss of insured profit produced by the following formula: [the rate of insured profit] x [the reduction in turnover]. 2. Increase in cost of working: You are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in turnover. Provided that this additional expenditure does not exceed the sum produced by the following formula: [the rate of insured profit] x [the amount of the reduction in turnover avoided by the additional expenditure]. 3. Reduced Margin You are insured for the reduction in insured profit that equitably results from the increase in ratio of: [the cost of materials used and goods sold] to [turnover], if turnover is maintained during the indemnity period, but at a rate of insured profit that is less than would have been achieved but for the insured damage. However, you are not insured for the reduction in insured profit that results from any change to any of the other uninsured working expenses that affects this ratio. <i>This is because the increase may result from a fixed cost element in the expenses that has not been insured.</i> 4. Savings in insured expenses: We will deduct from your claim any sum saved during the indemnity period for costs and expenses of your business operations (that would be paid out of insured profit) that cease or reduce because of the insured damage. |
| B. LOSS OF RENT | <ol style="list-style-type: none"> 1. Reduction in rent: You are insured for reduction in rent. 2. Increase in cost of working: You are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in rent. Provided that this |

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| | <p>additional expenditure does not exceed the amount of the reduction in rent avoided by the additional expenditure.</p> <p>3. Savings in insured expenses: We will deduct from your claim any sum saved during the indemnity period for costs and expenses of your business operations (that would be paid out of rent) that cease or reduce because of the insured damage.</p> |
| C. LOSS OF REVENUE | <p>1. Reduction in revenue: You are insured for reduction in revenue.</p> <p>2. Increase in cost of working: You are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in revenue. Provided that this additional expenditure does not exceed the amount of the reduction in revenue avoided by the additional expenditure.</p> <p>3. Savings in insured expenses: We will deduct from your claim any sum saved during the indemnity period for costs and expenses of your business operations (that would be paid out of revenue) that cease or reduce because of the insured damage.</p> |
| D. PAYROLL | <p>1. Loss in respect of payroll: You are insured for the sum produced by the following formula: [the rate of payroll] x [the reduction in turnover].</p> <p>2. Increase in cost of working: You are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in turnover. Provided that this additional expenditure does not exceed the sum produced by the following formula: [the rate of payroll] x [the amount of the reduction in turnover avoided by the additional expenditure].</p> <p>3. Savings in payroll: We will deduct from your claim any sum saved during the indemnity period for payroll that ceases or reduces because of the insured damage.</p> |
| E. PAYROLL - DUAL BASIS | <p>1. Reduction in turnover:</p> <p>1.1 Initial period You are insured for the sum produced by the following formula for the initial period shown in the schedule: [the rate of payroll] x [the reduction in turnover] - [any savings</p> |

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| | <p>in payroll].</p> <p>1.2 Remaining Period</p> <p>You are insured for the sum produced by the following formula for the remaining portion of the indemnity period:</p> <p>[the rate of payroll] x [the reduction in turnover] - [any savings in payroll],</p> <p>but not exceeding the sum produced by the following formula:</p> <p>[the remainder percentage shown in the schedule] x [the rate of payroll] x [the reduction in turnover] + [any savings in payroll deducted under 1.1 of this 'Insured Item'].</p> <p>Please note: If you choose, the alternative period shown in the schedule may be substituted for the initial period provided that the claim under 1.2 of this 'Insured Item' does not exceed savings in payroll deducted under 1.1 of this 'Insured Item'.</p> <p>2. Increase in cost of working:</p> <p>In addition to 'Insured Item A2', you are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in turnover. Provided that this additional expenditure does not exceed the amount that would have been payable under 'Insured Item E, Parts 1.1 and 1.2' above had such expenditure not been incurred.</p> |
| F. WAGES – DUAL BASIS | <p>1. Reduction in turnover:</p> <p>1.1 Initial period</p> <p>You are insured for the sum produced by the following formula for the initial period shown in the schedule:</p> <p>[the rate of wages] x [the reduction in turnover] - [any savings in wages].</p> <p>1.2 Remaining Period</p> <p>You are insured for the sum produced by the following formula for the remaining portion of the indemnity period:</p> <p>[the rate of wages] x [the reduction in turnover] - [any savings in wages],</p> <p>but not exceeding the sum produced by the following formula:</p> <p>[the remainder percentage shown in the schedule] x [the rate of wages] x [the reduction in turnover] + [any savings in wages deducted under 1.1 of this 'Insured Item'].</p> <p>Please note: If you choose, the alternative period shown in the schedule may be substituted for the initial period provided that the claim under 1.2 of this 'Insured Item' does not exceed savings in wages deducted under 1.1 of this 'Insured Item'.</p> <p>2. Increase in cost of working:</p> |

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| | <p>In addition to 'Insured Item A2', you are insured for necessary and reasonable additional expenditure you incur solely to avoid or diminish the reduction in turnover. Provided that this additional expenditure does not exceed the amount that would have been payable under 'Insured Item F, Parts 1.1 and 1.2' above had such expenditure not been incurred.</p> |
| G. WAGES IN LIEU OF NOTICE | <p>You are insured for:</p> <ol style="list-style-type: none"> 1. wages that you have to pay to employees whose services cannot be used at all during the notice period shown in the schedule, because of the insured damage, and 2. a fair percentage (based on reduction in turnover or other agreed index) of wages that you have to pay to employees whose services cannot be used in full during this period, because of the insured damage. <p>The most we will pay for any week's wages is the sum produced by the following formula: [the Wages in Lieu of Notice sum insured shown in the schedule] ÷ [the number of weeks in the notice period shown in the schedule].</p> |
| H. REDUNDANCY PAY | <p>You are insured for the amount of redundancy pay you are required to pay to employees, in accordance with their employment contract, who become redundant as a result of the insured damage.</p> |
| I. CLAIMS PREPARATION COSTS | <p>You are insured for:</p> <ol style="list-style-type: none"> 1. fees reasonably incurred to pay your accountant, auditor, or another professional financial consultant (but not an insurance broker), and 2. reasonable costs incurred for your own staff, <p>for quantification (but not negotiation) of claims under this policy and (where applicable) your material damage policy that covered the loss.</p> |
| J. BOOK DEBTS | <p>You are insured for the amount that you are unable to collect from customers due to your accounting or other business records suffering insured damage.</p> <p>We will pay the difference between:</p> <ol style="list-style-type: none"> 1. the total amount of debit balances in customers' accounts due to you and outstanding as at the start of the indemnity period, and 2. the total amount that can be established as owing by identifiable customers, during the 12 months after the start of the indemnity period. |
| K. REWRITING OF RECORDS | <p>You are insured for costs reasonably incurred to replace or restore:</p> <ol style="list-style-type: none"> 1. entries, or 2. information, or 3. data, including electronic data (but not software), <p>contained within any of your business records, provided that the need to</p> |

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| | replace or restore is as a result of the insured damage . |
| L. ADDITIONAL INCREASED COSTS OF WORKING | <p>You are insured for necessary and reasonable additional expenses, provided they are incurred during the indemnity period solely:</p> <ol style="list-style-type: none"> 1. to avoid or diminish the reduction in turnover, or 2. to resume or maintain normal business operations. <p>No cover is provided for expenditure which is:</p> <ol style="list-style-type: none"> (a) covered under an Insured Item's 'Increase in cost of working', until the amount of cover under that Insured Item for those expenses is exhausted, or (b) incurred for reinstating your property damage. |
| M. PENALTY PAYMENTS | <p>You are insured for any penalties, damages or other amounts which you are legally liable to pay, in accordance with the terms and conditions of any contract, for any unavoidable breach of contract by you during the indemnity period resulting from any interruption to or interference with your business solely as a result of insured damage.</p> |
| N. CONTRACTUAL COMMITMENT | <p>You are insured for the amount you are legally liable to pay under contracts for purchases unavoidably not used during the indemnity period resulting from any interruption to or interference with your business solely as a result of insured damage, less any sums received or receivable by you in respect of such purchases through any salvage handling operations or resale.</p> |
| O. KEY MONEY | <p>You are insured for any key money you have to pay:</p> <ol style="list-style-type: none"> 1. at the situation, or 2. to obtain alternative premises, <p>consequent upon cancellation of your lease of the premises stated in the schedule during the indemnity period as a result of insured damage. The amount payable as indemnity shall be limited to the lesser of the key money payable and the sum insured for this item in the schedule.</p> |
| P. REDEPLOYMENT EXPENSES | <p>You are insured for expenditure reasonably incurred by you during the indemnity period for the necessary relocation of employees where as a result of the insured damage, you elect to permanently redeploy employees at any alternative sites. This will include all such expenses as you would normally incur or reimburse to employees when transferring employees and their families and pets to a different place as their permanent residence for the purpose of the business.</p> |

AUTOMATIC POLICY EXTENSION

The following Automatic Policy Extension applies.

A. OPTION TO DEFER COMMENCEMENT OF THE INDEMNITY PERIOD

You may elect to defer the start of the **indemnity period** after **insured damage** occurs on the following basis:

1. **you** must notify **us** (in writing or by electronic means) of **your** intention to defer the commencement of the **indemnity period**, and
2. the deferred **indemnity period** must start:
 - (a) no later than the number of months specified in the **schedule** as the 'Indemnity Period', or
 - (b) within 12 months of the date the **insured damage** occurred, whichever is the earlier, otherwise this option to defer expires, and
3. the **indemnity period** cannot be deferred if **we** have already paid a claim under any 'Insured Item' of this Business Interruption policy (other than for Rewriting of Records, or Claims Preparation Costs in respect of **your material damage policy**) resulting from that **insured damage**.

When **you** do elect to defer commencement of the **indemnity period** as described above, then:

- A. **you** must notify **us** (in writing or by electronic means) of the actual date on which **you** elect the **indemnity period** to start as soon as possible, and
- B. the definition of **standard turnover** is deleted and replaced with:
'The **turnover** during the period in the previous 12 months immediately before the date of the **insured damage**, subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'.
If **insured damage** occurs before the end of the first year in business, the results to date will be the basis for establishing standard turnover', and
- C. the definition of **standard revenue** is deleted and replaced with:
'The **revenue** during the period in the previous 12 months immediately before the date of the **insured damage**, subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'.
If **insured damage** occurs before the end of the first year in business, the results to date will be the basis for establishing standard revenue'.

CONTINGENT BUSINESS INTERRUPTION EXTENSIONS

We provide the following Contingent Business Interruption cover. **You** only have this cover for the 'Insured Items' shown in the **schedule**.

We will consider each of the **business interruptions** in the following extensions to have resulted from **insured damage** and **we** will calculate **your** claim as set out in the relevant 'Insured Item' specified in the **schedule**.

HOW MUCH WE WILL PAY

The most **we** will pay under all 'Contingent Business Interruption Extensions' in total for any **event**, unless a difference amount for Contingent Business Interruption is shown in the schedule is:

1. 10% of the sum insured shown in the **schedule** for each applicable 'Insured Item', or
 2. \$1,000,000 in total,
- whichever is the lesser.

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| <p>A. PREVENTION OF ACCESS – PROPERTY DAMAGE</p> | <p>You are insured for business interruption resulting directly from property damage in the vicinity that prevents or hinders access to the situation. The deferment period is the first 24 hours.</p> |
| <p>B. PREVENTION OF ACCESS – INJURY, MURDER OR SUICIDE</p> | <p>You are insured for business interruption resulting directly from:</p> <ol style="list-style-type: none"> 1. immediate and imminent danger to human life, or 2. injury of any person, or 3. murder or suicide of any person, <p>occurring at the situation or in the vicinity that prevents or hinders access to the situation. The deferment period is the first 24 hours.</p> |
| <p>C. PREVENTION OF ACCESS – CLOSURE BY ANY AUTHORITY</p> | <p>You are insured for business interruption resulting directly from closure of the situation by any lawful authority due to:</p> <ol style="list-style-type: none"> 1. defects in drains or other sanitary arrangements, or 2. the accidental escape of fumes or any hazardous material. <p>The deferment period is the first 24 hours.</p> |
| <p>D. DEPENDENT BUSINESS THAT ATTRACTS CUSTOMERS</p> | <p>You are insured for business interruption resulting directly from property damage to an anchor tenant situated in the same retail shopping complex as your business. Notwithstanding the 'Indemnity Period' stated in the schedule, the indemnity period under this extension is 30 days. The deferment period is the first 72 hours.</p> |
| <p>E. FAILURE OF UTILITIES</p> | <p>You are insured for business interruption resulting directly from property damage to the buildings, plant, equipment, or supply lines, located in New Zealand, of any Public Utility that supplies:</p> <ol style="list-style-type: none"> 1. power or gas, or 2. water or sewage disposal or 3. telecommunications, |

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| | <p>to your business.</p> <p>This extension does not insure you for business interruption in connection with property damage to:</p> <ol style="list-style-type: none"> 1. any off-shore facilities including pipelines, or 2. any undersea cables. <p>The deferment period is the first 24 hours.</p> |
| F. CUSTOMERS' OR SUPPLIERS' PREMISES | <p>You are insured for business interruption resulting directly from property damage occurring at a location within New Zealand:</p> <ol style="list-style-type: none"> 1. where you have property stored, deposited, processed, repaired, altered or renovated, or 2. where any of your direct customers are located, or 3. where any of your direct suppliers of goods are located. <p>This extension does not apply:</p> <ol style="list-style-type: none"> (a) where the property damage is to the property of any customers or supplier of power, gas, sewage, water or telecommunications or (b) if you also claimed under item J. Book Debts or under this business interruption policy. <p>The deferment period is the first 24 hours.</p> |
| G. CLOSURE OF TRANSPORT ROUTES, PORTS OR AIRPORTS | <p>You are insured for business interruption resulting directly from:</p> <ol style="list-style-type: none"> 1. property damage, or 2. an order by a lawful authority, <p>that results in closure of any transport route, port or airport anywhere in New Zealand.</p> <p>The deferment period is the first 7 days.</p> |

OPTIONAL POLICY EXTENSION

This Optional Policy Extension only applies where shown in the **schedule** as 'Insured' and applies to the 'Insured Items' shown in the **schedule**.

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| A. NATURAL DISASTER COVER | <p>You are insured for business interruption in connection with natural disaster damage. The excess for natural disaster damage as shown in your material damage policy schedule will apply.</p> <p>For contingent business interruption extensions the deferment period is the first 14 days. This replaces any other deferment period that applied.</p> |
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| EXCLUSIONS | |
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| A. CONFISCATION | <p>This policy does not insure business interruption in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority.</p> |
| B. ELECTRONIC DATA AND SOFTWARE | <p>This policy does not insure:</p> <p>(a) (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data,</p> <p>(ii) error in creating, amending, entering, deleting, or using electronic data, or</p> <p>(iii) total or partial inability or failure to receive, send, access or use electronic data for any time or at all,</p> <p>from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.</p> <p>However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in (a) above, this policy, subject to all its provisions, will insure:</p> <p>(b) (i) physical loss of or damage or destruction to insured property directly caused by such listed peril, and/or</p> <p>(ii) consequential loss insured by this policy.</p> <p>Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in (a) above:</p> <p>fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing, weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes, or theft of electronic data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such electronic data.</p> <p>For the purposes of the basis of settlement provision in this policy, a computer system's records includes electronic data as defined in this policy.</p> <p>Any terrorism exclusion in this policy or any endorsement thereto prevails over this endorsement.</p> |
| C. INFECTIOUS DISEASE | <p>This policy does not insure business interruption in connection with a:</p> <ol style="list-style-type: none"> 1. notifiable infectious disease under the Health Act 1956, and/or 2. pest management plan under the Biosecurity Act 1993. |

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| D. NATURAL DISASTER | This policy does not insure business interruption in connection with natural disaster damage other than cover provided by Optional Policy Extension A: Natural Disaster Cover. |
| E. NUCLEAR | This policy does not insure business interruption directly or indirectly caused by or contributed to by or arising from: <ol style="list-style-type: none"> 1. nuclear weapons material; 2. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; 3. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; 4. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; 5. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. |
| F. SANCTIONS | This policy does not insure any business interruption or provide any benefit hereunder to the extent that the provision of such cover or the payment of such claim would contravene any sanction, prohibition or restriction under any United Nations resolution or the trade or economic sanctions, laws or regulations of New Zealand, Australia, United Kingdom, the United States of America or the European Union or any other sanction, prohibition or restriction with which we are obligated to comply with. |
| G. SEEPAGE, POLLUTION AND CONTAMINATION | This policy does not insure business interruption in connection with seepage, pollution or contamination other than seepage, pollution and contamination resulting from insured damage . |
| H. TERRORISM | This policy does not insure any loss , damage, death, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss , including in conjunction with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism . |
| I. TRANSMISSION AND DISTRIBUTION LINES | This policy does not insure business interruption in respect of transmission and distribution lines . However this exclusion shall not apply to transmission and distribution lines that extend from the public highway to the insured premises and are your responsibility and which are on or within three hundred (300) metres of any insured structure. |
| J. WAR | This policy does not insure any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely: <ol style="list-style-type: none"> 1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war; |

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| | 2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power. |
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| WHAT WE WILL PAY | |
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| A. MAXIMUM AMOUNT PAYABLE FOR INSURED ITEMS | The most we will pay during an indemnity period for any one 'Insured Item' is the specific sum insured shown in the schedule for that 'Insured Item'. |
| B. ACCUMULATED STOCK | If there is a shortage of stock after the indemnity period ends because the turnover was temporarily maintained from accumulated stock held by you during the indemnity period , we will make a fair allowance for this in settling the claim. |
| C. DEPARTMENTS | If your business operations are conducted in departments that have separately identifiable trading results, this policy shall apply separately to each department. However, 'What We Will Pay – A. Maximum Amount Payable for Insured Items' remains unchanged and any claim settlement shall be calculated by reference to the trading results of all departments affected (whether positively or negatively) by the business interruption . |
| D. STANDARD ADJUSTMENTS | When calculating your claim under all 'Insured Items', we will make allowance for adjustments that are necessary to provide for: <ol style="list-style-type: none"> 1. the trend of your business operations, and 2. variations in your business operations, and 3. other circumstances affecting your business operations, that: <ol style="list-style-type: none"> (a) occur before or after the start of the indemnity period, or (b) would have affected your business operations had the insured damage not occurred, so that the final adjusted figures should represent, as close as is reasonably practicable, the results that would have been achieved during the indemnity period but for the insured damage . <i>We will take into account both positive and negative adjustments to your business operations.</i> |
| E. GST | Where GST is recoverable by us under the Goods and Services Tax Act 1985: <ol style="list-style-type: none"> 1. all sums insured exclude GST, and 2. all sub limits exclude GST, and 3. all excesses include GST, and 4. GST will be added, where applicable, to claim payments. |
| F. NEW BUSINESS | If any claim arises from insured damage that occurs before the completion of the first year's trading of your business at the situation , the following |

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| | <p>definitions will apply:</p> <p>rate of insured profit - The rate of insured profit earned on the turnover during the period between the date of the commencement of the business and the date of the insured damage, subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'.</p> <p>rate of payroll - The rate of payroll to turnover during the period between the date of the commencement of the business and the date of the insured damage, subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'.</p> <p>rate of wages - The rate of wages to turnover during the period between the date of the commencement of the business and the date of the insured damage, subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'.</p> <p>reduction in rent - The proportional equivalent, for a period equal to the indemnity period, of the gross rents realised during the period between the date of the commencement of the business and the date of the insured damage.</p> <p>reduction in revenue - The proportional equivalent, for a period equal to the indemnity period, of the revenue realised during the period between the date of the commencement of the business and the date of the insured damage.</p> <p>reduction in turnover - The proportional equivalent, for a period equal to the indemnity period, of the turnover realised during the period between the date of the commencement of the business and the date of the insured damage.</p> |
| G. JOINT INSURED | <p>Where, for the purpose of avoiding or diminishing a reduction in turnover, goods or services are purchased from another Insured, the reasonable full price of the goods or services (less any discount normally allowed) will be taken into account for the purpose of adjusting a claim as though the goods or services were purchased during the course of normal business operations.</p> |
| H. PROPERTY NOT IN USE | <p>The following is deemed to be property used by you for the business at the time of the loss:</p> <ol style="list-style-type: none"> 1. property which at the time of the loss is not being used by you, but 2. there are written plans in place to use the property during the indemnity period had the loss not occurred. <p>For the purpose of this policy, property not being used by you does not</p> |

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| | include any property that is in the course of installation, construction or erection. |
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| HOW TO CLAIM | |
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| A. WHAT YOU MUST DO | <p>If anything happens that may lead to a claim under this policy, you must:</p> <ol style="list-style-type: none"> 1. do what you can to minimise the business interruption and to prevent any further loss, expense or liability, and 2. tell us as soon as possible, and 3. notify the police as soon as possible if you think any loss was caused by an illegal act, and 4. not destroy or dispose of anything that is or could be part of a claim, and 5. send to us as soon as possible anything you receive from anyone about a claim or possible claim against you, and 6. give us any information or help that we ask for, and 7. consent to your personal information, in connection with the claim, being: disclosed to us. |
| B. WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO | <p>You must obtain our agreement before you:</p> <ol style="list-style-type: none"> 1. incur any expenses in connection with any claim under this policy, or 2. negotiate, pay, settle, admit or deny any claim against you, or 3. do anything that may prejudice our rights of recovery. |
| C. DISHONESTY | <p>If your claim is dishonest or fraudulent in any way, we may:</p> <ol style="list-style-type: none"> 1. decline your claim either in whole or in part, and/or 2. declare either this policy or all insurance you have with us to be of no effect and to no longer exist from the date of the dishonest or fraudulent act. <p>This is at our sole discretion.</p> |
| D. ACTIONS WE MAY TAKE | <ol style="list-style-type: none"> 1. Subrogation Once we have accepted any part of your claim under this policy, we may assume your legal right of recovery. If we initiate a recovery we will include your excess, and any other uninsured losses suffered by you. Where we do this, you agree to pay your proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that we will reimburse your excess first. You must fully co-operate with any recovery process. If you do not, we may recover from you the amount paid in relation to the claim. 2. Reparation If any person is ordered to make reparation to you for business interruption that we have paid a claim for under this policy, then you must tell us. Any payments received must first reimburse our claims payment up to |

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| | the amount of any reparation received. |
| E. MUTUALLY ACCEPTABLE ASSESSORS | Where we appoint any loss adjuster, assessor, surveyor, valuer or investigator to any claim under this policy, the appointee must be mutually acceptable to both ourselves and you . |

| GENERAL CONDITIONS | |
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| A. HOW WE ADMINISTER THIS POLICY | <p>1. Cancellation</p> <p>BY YOU</p> <p>You may cancel this policy at any time by notifying us. If you do, we will refund any premium that is due to you based on the unused portion of the period of insurance. You must pay any outstanding premium due for the used portion of the period of insurance.</p> <p>BY US</p> <p>We may cancel this policy by giving you or your broker notice in writing or by electronic means at your or your broker's last known address.</p> <p>Your policy will be cancelled from 4pm on the 30th day after the date of the notice. We will refund you any premium that is due to you based on the unused portion of the period of insurance.</p> <hr/> <p>2. Change of Terms</p> <p>We may change the terms of this policy (including the excess) by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. Unless otherwise specified in this policy the change in terms will take effect from 4pm on the 30th day after the date of the notice.</p> <hr/> <p>3. Other Insurance</p> <p>You must notify us as soon as you know of any other insurance policy that covers you for any of the risks covered under this policy.</p> <p>This policy does not cover your loss at all if it is insured to any extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy.</p> <hr/> <p>4. Separate Insurance</p> <p>If more than one person or entity is named as 'Insured' in the schedule, then all the parties are insured separately (as though a separate policy had been issued to each person/entity).</p> <p>However, the most we will pay to all parties in total is the amount stated 'What We Will Pay – A. Maximum Amount Payable For Insured Items'.</p> <hr/> <p>5. Premium Adjustments</p> <p>If the premium for this policy has been calculated based on estimated figures, then the premium is only a provisional premium for the annual</p> |

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| | <p>period.</p> <p>Within 3 months of the expiry of the annual period, you must tell us what the actual figures are. We will re-calculate your actual premium based on the actual figures.</p> <p>The difference between the actual and the provisional premiums will either be payable to us or refunded to you depending on the outcome of the adjustment, but any refund will be limited to a maximum of 50% of the provisional premium.</p> |
| <p>B. LAWS & ACTS THAT GOVERN THIS POLICY</p> | <p>1. Governing Law and Jurisdiction</p> <p>The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.</p> <p>2. Legislation Changes</p> <p>Any reference to any Act of Parliament or subordinate rules referred to in this policy includes any amendments made or substitutions to that law.</p> <p>3. Insurance Law Reform Acts</p> <p>The exclusions and conditions in this policy are subject to your rights under the Insurance Law Reform Acts 1977 and 1985.</p> <p>4. Currency</p> <p>Any amounts shown in this policy and in the schedule are in New Zealand dollars.</p> |
| <p>C. YOUR OBLIGATIONS</p> | <p>1. Breach of Any Condition</p> <p>If:</p> <ol style="list-style-type: none"> 1. you, or 2. any other person or entity we cover under this policy, or 3. anyone acting on your behalf, <p>breaches any of the terms and/or conditions of this policy, we may:</p> <ol style="list-style-type: none"> (a) decline your claim either in whole or in part, and/or (b) declare either this policy or all insurance you have with us to be of no effect and to no longer exist. <p>The insurance provided by this policy will not be invalidated or prejudiced by reason of any breach of Warranty or Condition of this policy where the breach occurs without your knowledge and consent.</p> <p>Provided that notice is given to us as soon as practicable once you become aware of any such breach and you agree to pay an appropriate additional premium if required.</p> <p>2. True Statements and Answers</p> <p>True statements and answers must be given, whether by you or any other person, when you:</p> <ol style="list-style-type: none"> 1. apply for this insurance, and or 2. notify us regarding any change in circumstances, and/or |

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| | <p>3. make any claim under this policy, and provide any further communication regarding the claim.</p> <p>3. Reasonable Care You must take reasonable care at all times to avoid circumstances that could result in a claim. Your claim will not be covered if you are reckless or grossly irresponsible.</p> <p>4. Change in Circumstances You must notify us immediately if, after we have accepted your application for this policy, there is a material:</p> <ol style="list-style-type: none"> 1. increase in the risk covered, or 2. alteration of the risk covered. <p>We may change the terms of this policy in response to any material change in circumstances you or anyone else advises us of. The change in terms will be effective from the date of the change in circumstances.</p> <p><i>Information is 'material' where we would have made different decisions about either:</i></p> <ol style="list-style-type: none"> (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. <p><i>If in any doubt, notify us anyway.</i></p> <p><i>The 'risk covered' refers to both:</i></p> <ol style="list-style-type: none"> (a) the actual property or liabilities insured, and (b) you or other persons covered by this policy. |
| D. RENEWAL TERMS | <p>If we intend to refuse renewal of this policy, or to offer renewal on any terms less favourable to you than those applying during the current period of insurance, we must give you notice of that intention. The notice must be received by you not less than 30 days before the expiry of the current period of insurance. If the notice is not received by that time we will, if so required by you, extend the current period of insurance so that it will expire not less than 30 days after the notice is received by you. You undertake to pay a pro-rata proportion of the annual premium for the period of any extension.</p> |
| E. WAIVER OF RECOVERY | <p>This policy will not be invalidated or prejudiced by reason of you:</p> <ol style="list-style-type: none"> 1. having waived any right of recovery or indemnity you may have against any: <ol style="list-style-type: none"> (a) party to a contract or agreement with you in the ordinary course of business, provided the contract or agreement is not for the supply of goods or services by you and the waiver was made in writing before the loss occurred, or (b) related company forming part of a group of related companies which you are a member. For the purpose of this General Condition 'related company' has the same meaning as the definition of those words in the Companies Act 1993, or |

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| | <p>(c) any other party provided that the waiver is made and has been declared to and accepted by us, or</p> <p>2. having to release from liability any party in accordance with any legislative or regulatory requirement.</p> |
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| DEFINITIONS | |
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| <p>The definitions apply to the plural and any derivatives of the bolded words. <i>For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.</i></p> | |
| accidental | Unexpected and unintended by you . |
| act of terrorism | An act, including but not limited to the use of force or violence and/or threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. |
| alternative period | The portion of the indemnity period , that: (a) starts with the commencement of the indemnity period , and (b) ends no later than the number of weeks specified in the schedule as the 'Alternative Period'. |
| annual period | The period of insurance . However, if: (a) you pay the premium monthly, or (b) the period of insurance is for more than 12 months, the annual period is the current 12 month period calculated consecutively from the date this policy first started. |
| application | The information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us . It also includes any subsequent information you provide us with. |
| business | All activities which you have declared to us at the start of the policy and all other activities of a similar or less hazardous nature you later enter into. |
| business interruption | Interruption to or interference with your business operations. |
| deferment period | The period by which the start of the indemnity period is deferred. |
| electronic data | Facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment. |

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| event | An accident, including continuous or repeated exposure to substantially the same conditions, or series of accidents resulting from, or attributable to one source or original cause. A series of accidents arising from any one cause during any period of seventy two (72) consecutive hours will be treated as one event. |
| indemnity period | The period during which your business suffers a business interruption that starts when the insured damage occurs and ends no later than the number of months specified in the schedule as the 'Indemnity Period'. However: <ul style="list-style-type: none"> • for a claim under any Contingent Business Interruption Extension, 'indemnity period' means the period during which your business suffers a business interruption that starts when the business interruption occurs, and ends no later than the number of months specified in the schedule as the 'Indemnity Period', and • for a claim under Automatic Policy Extension A – 'Option to Defer Commencement of the Indemnity Period', the indemnity period starts on the date you elect it to start, in accordance with the provisions under that Automatic Policy Extension. |
| initial period | The part of the indemnity period that: <ol style="list-style-type: none"> (a) starts with the commencement of the indemnity period, and (b) ends no later than the number of weeks specified in the schedule as the 'Initial Period'. |
| insured damage | <ol style="list-style-type: none"> 1. Sudden and accidental loss occurring at the situation to any property (or part) owned or used by you for the business, provided that the loss is: <ol style="list-style-type: none"> (a) covered as a claim under your material damage policy, or would have been but for the excess, or (b) caused by the explosion of a pressure vessel. 2. property damage. |
| insured profit | The amount by which the sum of the turnover plus the amount of the closing stock exceeds the sum of the amount of the opening stock plus the amount of the uninsured working expenses . With regard to this calculation: <ol style="list-style-type: none"> (a) the amount of the opening and closing stocks must be in accordance with your normal accounting methods, allowing for depreciation, and (b) the words and expressions used have the usual meaning attached to them as used in your books and accounts, including the uninsured working expenses. |
| key money | Any sum of money demanded by the lessor by way of a premium, reimbursement of expenses, administration charges or otherwise as |

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| | consideration for the grant, continuance, extension, variation or renewal of a lease, but does not include any sum payable by way of rent or bond. |
| loss | Physical loss or physical damage occurring during the period of insurance . |
| material damage policy | The insurance policy that we call a Material Damage Policy, that you have with us that insures loss to tangible property. <i>The Material Damage Policy may have another name such as Business Assets, Industrial All Risks, and Commercial Special Risks or similar.</i> |
| natural disaster damage | Insured damage that results directly or indirectly from earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, hydrothermal activity, or fire caused by any of these. |
| payroll | Gross salaries and wages (including bonuses, holiday pay, ACC levies and any other costs relating to the ongoing payment of salaries and wages) for all employees of the business . |
| period of insurance | The period shown in the schedule , that specifies the start and end dates of this insurance contract. |
| pressure vessel | Any boiler or economiser that, during ordinary use are subjected to either generated fluid pressure or vacuum, including: (a) all integral parts including pipes, and (b) controls, and (c) systems (other than systems forming part of a building or structure). |
| property damage | Sudden and accidental loss to property that would have been covered (but for the excess) as a claim under your material damage policy , if you owned the property. |
| rate of insured profit | The rate of insured profit earned on the turnover , during the financial year immediately before the date of the insured damage , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. |
| rate of payroll | The rate of payroll to turnover , during the financial year immediately before the date of insured damage , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. |
| rate of wages | The rate of wages to turnover , during the financial year immediately before the date of the insured damage , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. |
| reduction in rent | The amount that the rent , during any part of the indemnity period , shall fall short of the standard rent that relates to the same period, as a result of insured damage . |
| reduction in revenue | The amount that the revenue , during any part of the indemnity period , shall fall short of the standard revenue that relates to the same period, as a result of insured damage . |

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| reduction in turnover | The amount that the turnover during any part of the indemnity period , shall fall short of the standard turnover that relates to the same period, as a result of insured damage . |
| rent | The actual amount of any: (a) rent you receive, and (b) payments to you for services provided, for letting out the premises at the situation . |
| revenue | The monies paid to you , or monies billed by you for work done or services provided as part of your business operation. |
| schedule | The latest version of the Schedule we issued to you for this policy. |
| situation | The location or locations referred to in the schedule . |
| software | Programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. |
| standard rent | The rent you received during the period in the previous 12 months immediately before the date of the insured damage , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. If insured damage occurs before the end of the first year in business, the results to date will be the basis for establishing standard rent. |
| standard revenue | The revenue during the period in the previous 12 months immediately before the date of the insured damage that corresponds with the indemnity period , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. If insured damage occurs before the end of the first year in business, the results to date will be the basis for establishing standard revenue. |
| standard turnover | The turnover during the period in the previous 12 months immediately before the date of the insured damage that corresponds with the indemnity period , subject to any adjustments as per 'What We Will Pay – D. Standard Adjustments'. If insured damage occurs before the end of the first year in business, the results to date will be the basis for establishing standard turnover. |
| turnover | Whichever of the following options provides the most equitable measurement of your claim: (a) all money, or other reimbursements you receive for goods or services in connection with your business operations, or (b) such other index of your business operations that gives the most equitable result. |
| transmission and distribution lines | Overhead transmission and distribution lines and their supporting structures or any equipment which includes but is not limited to; wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type |

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| | which may be attendant to such installations of any description for the purpose of transmission or distribution of electrical power, telephone or telegraphic signals, and all communication signals whether audio or visual. |
| uninsured working expenses | Those expenses listed in the schedule as 'Uninsured Working Expenses'. If no expenses are listed in the schedule then uninsured working expenses are deemed to be expenses that vary in direct proportion to the turnover and/or production. |
| vicinity | The area within a 5 kilometre radius of the situation . |
| wages | The total value of all remuneration (including a pro-rata proportion of bonuses, holiday pay, ACC levies and any other costs relating to the ongoing payment of wages), of all employees, except employees whose remuneration is treated as salaries in your accounts. |
| we | QBE Insurance (Australia) Ltd. We may also use the words 'us', 'our' or 'company' to describe QBE. |
| you, your, yours | The person(s) or entity named in the schedule as 'Insured' and any subsidiary company, more than half the nominal value of whose equity share capital is owned by the named Insured either directly or through other subsidiaries; and any entity over which an Insured exercises management control. We may also use the word 'Insured' to describe you. |