



ORION INSURANCE LEVEL 4, 100 BEAUMONT STREET AUCKLAND 1010 PRIVATE BAG 68910 VICTORIA STREET WEST, AUCKLAND 1142 P: +64 9 623 9900 | ORIONINSURANCE.CO.NZ

CLIENT REFERENCE:
BROKER: Sarel Labuschagne

Policy Schedule

Orion Property Insurance

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 CLIENT NO. COVER NO.

196 Hills Road Residents Association

THE INSURER % OF COVER INSURER POLICY NO.

Chubb Insurance New Zealand Limited 100

PERIOD OF INSURANCE From 17/02/25 to 17/05/26 at 4:00pm; Local Standard Time

SCHEDULE OF PROPERTY INSURED

For Building and all improvements – up to \$150,000,000 For Landlords Fixtures and Fittings – up to \$10,000,000

Location 196 Hills Road Edgeware, Christchurch

Buildings and Plant Reinstatement Value \$3,300,000

Number of Residential Units 8

EQC Sum Insured \$2,400,000

POLICY DETAILS

Policy Wording Crombie Lockwood Chubb Agreed Orion Material Damage Policy 2021

Extensions

For all policy extensions and limits please refer to orioninsurance.co.nz/policy-wordings

Alternative Accommodation / Loss of Rents

Alternative Accommodation / Loss of Rents & Opex

Alternative Accommodation of Owner Occupied Units (if not already insured under own Contents policy)

Residential Loss of Rents for Tenanted Properties

Residential Only \$30,000 per month per unit, maximum 24 months \$2,000,000 per annum limit per owner, maximum 24 months

ARTHUR J GALLAGHER & CO (NZ) LIMITED (formerly Crombie Lockwood)

ENDORSEMENTS AND / OR CLAUSES

Communicable Disease Endorsement

- 1. Notwithstanding and superseding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or any way attributable or related to, connected with or occurring concurrently or in any sequence with:
 - 1.1 a Communicable Disease; or
 - 1.2 the fear or threat (whether actual or perceived) of a Communicable Disease
- 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is or may be affected by a Communicable Disease.
- 3. As used herein, a Communicable Disease means any:
 - 3.1 physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
 - 3.2 any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.
- 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

Property Cyber and Data Exclusion

- 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious, or criminal acts or series of related unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Strikes, Riot, Civil Commotion, Illegal Occupation, Seizure, Malicious Act

- The Policy does not insure any loss, damage or destruction, claim, cost, expense or other sum directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with Strike, Riot, Civil Commotion, Illegal Occupation, Seizure, or Malicious Act, including any action taken by any person or authority in controlling, preventing or suppressing any Strike, Riot, Civil Commotion, Illegal Occupation, Seizure, or Malicious Act. This Exclusion applies regardless of whether any loss, damage, claim, cost, expense or other sum is caused by, results from, arises out of or in connection with any other cause or event contributing concurrently or in any other sequence to it.
- 2. If Insurers allege that by reason of this exclusion any loss, damage cost or expense or other sum is not covered by this policy the burden of proving the contrary shall be upon the Insured.
- This exclusion applies to all coverage grant(s) under the Policy, including extensions, additional coverages and exceptions to any exclusion. This exclusion shall be paramount and shall override anything contained in the Policy inconsistent with it.
- 4. In the event any part or term of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Definitions

Strike

means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

Riot

means any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance.

Civil Commotion

means a turbulent insurrection, turnult, political or social disturbance or unrest by an assembly of people.

Illegal Occupation

means any unlawful occupation or physical possession by any person during, following or arising out of Strike, Riot, Civil Commotion, or Seizure of property used or owned by the Insured.

Permanent or temporary dispossession or loss of access resulting from the lawful orders or actions of governmental authorities, and/or confiscation, commandeering or requisition by any lawfully constituted authority or body.

Malicious Act

means deliberate act(s) causing loss of or damage to property during, following or arising out of Strike, Riot, Civil Commotion, Illegal Occupation, or Seizure including but not limited to vandalism, looting, theft of or the taking of goods by force.

<u>Asbestos Non-Damage</u>
The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

- A. This policy excludes loss or damage to asbestos, asbestos containing product, or asbestos-containing material.
- B. This policy does not provide insurance against any loss, damage, cost, expense, fine or penalty resulting from or arising out of:
 - 1. remediation of any kind, including but not limited to removal or modification, of any asbestos, asbestoscontaining product, or asbestos-containing material from a building or structure of any kind, whether

- damaged or undamaged, and regardless of the reason such removal is undertaken, whether voluntary or compelled by government directive; or
- 2. the demolition or increased cost of reconstruction or property, the repair of property, the removal of debris, or the loss of use of property when caused by, arising out of, or undertaken due to the enforcement of any law, regulation, rule or ordinance that in any manner regulates asbestos, asbestos-containing product, or asbestos-containing material, except to the extent that coverage is provided by the Removal of Debris and Extra Costs of Reinstatement coverage; or
- 3. any fault in the design, manufacture, or installation of asbestos, asbestos-containing product, or asbestos-containing material.

C. Notwithstanding the exclusions set forth above, this Policy covers direct physical loss or damage to asbestos, asbestos-containing product, and asbestos-containing material which is physically incorporated into an insured building or structure, including the necessary costs to remove or remediate such damaged asbestos, but only when such damage occurring during the policy period is directly and solely caused by the following perils, and then only that part of such asbestos which incurs direct physical loss or damage:

fire, lightning, explosion, windstorm, hail, smoke, aircraft or vehicle impact, riot or civil commotion, vandalism, malicious mischief or accidental discharge of fire protective equipment.

DEDUCTIBLES / EXCESSES

Landslip / Subsidence Claims	\$10,000
Owner Occupied Units	\$150
Tenanted Units	\$300
Fluvial and Pluvial Flood Claims	\$10,000
Water Damage Claims (First Year)	\$2,500
All Other Claims	\$500

Natural Disaster

(Earthquake, volcanic activity, hydrothermal activity, subterranean fire, tsunami, geothermal activity, or fire caused by any of these).

For the Regions of Northland, Auckland and the districts of Dunedin City and Clutha 1% of the Location Sum Insured. Minimum \$1,000.

For the Regions of Christchurch/Canterbury, Masterton, Wairarapa and Wellington 5% of the Location Sum Insured. Minimum \$5,000

For the rest of New Zealand 2.5% of the Location Sum Insured. Minimum \$2,500.

Pre 1935 building risks in all Regions. This applies where the building was constructed prior to 1935, or where the contents / stock is located in any building constructed prior to 1935. 10% of the Location Sum Insured. Minimum \$10,000.

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Chubb Insurance New Zealand Limited	100	AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
Α	(Strong)	В	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.



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PRIVATE BAG 68910 VICTORIA STREET WEST,
AUCKLAND 1142

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CLIENT REFERENCE:

BROKER: Sarel Labuschagne

Policy Schedule

Orion Package Liability Insurance

This schedule forms part of your Policy Wording. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED CLIENT NO. COVER NO.

196 Hills Road Residents Association

THE INSURER % OF COVER INSURER POLICY NO.

Chubb Insurance New Zealand Limited 100

PERIOD OF INSURANCE From 17/02/25 to 17/05/26 at 4:00pm; Local Standard Time

POLICY WORDING Chubb Liability Policy Wordings as per www.orioninsurance.co.nz

BUSINESS ACTIVITY Residents Association

GENERAL LIABILITY

Public Liability Limit any one Occurrence \$10,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Extensions

Care, Custody and Control \$50,000

Punitive and Exemplary Damages - any one period of Insurance \$1,000,000

Deductibles

Standard \$1,000

STATUTORY LIABILITY

Limit of Indemnity Any one Claim and in the aggregate \$1,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date TBA

Deductibles

Standard Each and every claim including costs \$1,000

EMPLOYERS LIABILITY

Limit of Indemnity Any one Claim and in the aggregate \$1,000,000

Territory New Zealand Only
Jurisdiction New Zealand Only

Retroactive Date TBA

Deductibles

Standard Each and every claim including costs \$1,000

OFFICERS AND ASSOCIATION REIMBURSEMENT

Limit of Indemnity Any one Claim and in the aggregate \$1,000,000

Territory New Zealand Only
Jurisdiction New Zealand Only

Retroactive Date TBA

Extensions

Building Defects & Mould exclusion deleted

Deductibles

Standard Each and every claim including costs \$1,000
Association Reimbursement Nil

INSURER RATINGS

InsurerCover (%)RatingAgencyChubb Insurance New Zealand Limited100AA-S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

(Extremely Strong) (Very Weak) AAA **BBB** (Good) CCC AA (Very Strong) BB (Marginal) CC (Extremely Weak) Α (Weak) (Strong) B NR (Not Rated)

R (Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show

relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

REFERRAL REMUNERATION

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

FAIR INSURANCE CODE

If you have a general insurance policy underwritten by a member of the Insurance Council of New Zealand (ICNZ), your insurer will be committed to complying with the Fair Insurance Code. The Fair Insurance Code is a code of conduct developed by ICNZ, which sets out the standard of service member companies must provide to their customers.

A list of ICNZ members and a copy of the Fair Insurance Code can be found at www.icnz.org.nz.

DUTY OF DISCLOSURE

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.







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https://www.ajg.co.nz

<u>Date of Issue:</u> 20 February 2025 <u>Issuing Office</u>: New Zealand

To Whom It May Concern

Insured: 196 Hills Road Residents Association

Class: Material Damage

Policy Period: From: 17-Feb-25 as at 4.00pm

To: 17-May-26 as at 4.00pm

Location: 196 Hills Road, Edgeware, Christchurch

Policy Number: 196 Hills Road Residents Association

Interest Insured: Building – Replacement Value

Sum Insured: \$3,300,000

Premium: As agreed

Deductible: Landslip / Subsidence Claims \$ 10,000

Owner Occupied Units \$ 150
Tenanted Units \$ 300
Water Damage Claims (First Year) \$ 2,500
Fluvial and Pluvial Flood Claims \$ 10,000
All Other Claims \$ 500

Interested Party:

This certificate hereby certifies that cover has been granted on the interest insured subject to the exceptions, terms and conditions of the Policy. Please refer to your Agent, Broker or Chubb office for complete policy information. Policy exceptions, terms and conditions may be changed after the date of this Certificate.

Please be advised that Chubb collects, discloses and handles personal information in accordance with Chubb's privacy policy and privacy statement, available here: https://www.chubb.com/nz-en/footer/privacy.html

FAIR INSURANCE CODE

Chubb is a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The Code and information about the Code is available at www.icnz.org.nz and on request.

Signed at Auckland on behalf of Chubb Insurance Limited:

