

AMI Businesspack

Broadform Liability Occurrence Policy wording

This Broadform Liability policy wording must be read in conjunction with the Business Insurance policy wording. The **schedule** shows under the 'Schedule Section' of the 'Business Liability Part' whether you have selected Broadform Liability.

What you are insured for

A. Public and product liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** anywhere in the world, except for **North America**, in connection with the **business**.

B. Defence costs

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend any civil legal action that if proven, would be covered by this policy. **We** will meet these costs even if the legal action seems groundless. For avoidance of any doubt, if **you** are unsure whether **we** will pay **your** costs and/or expenses, please consult **us** before **you** start incurring any costs and/or expenses.

Automatic extensions

These Automatic Extensions are subject to the terms of this policy, except to the extent those terms are varied by each Extension.

A. Bailee's liability

You are insured for all sums that **you** become legally liable to pay for **damage** that happens during the **period of insurance** in New Zealand, to property that is:

1. in **your** control or possession (and not owned, hired, leased or rented by any person or entity defined under **you**, other than employees), and
2. at premises that are owned or occupied by **you**.

No cover is provided for legal liability for **damage** to land or buildings.

'Exclusion C' does not apply to faulty or defective storing of any **product** covered by this Extension.

'Exclusion Q, Item 2' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

B. Errors and omissions liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance**, in connection with errors or omissions in:

1. advice given by **you** in connection with **products**, provided that the advice is not given for a fee, or
2. emergency medical advice or emergency medical treatment provided by **you**.

'Exclusion F' does not apply to this Extension.

C. Exemplary damages in New Zealand

You are insured for punitive or exemplary damages awarded against **you** by a New Zealand Court arising out of an **event** covered by this policy.

You are not insured for punitive or exemplary damages connected with a dishonest or fraudulent act or omission by **you**.

'Exclusion G, Item 2' and the 'Reasonable Care' obligation in the Business Insurance policy wording do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$1,000,000, unless a different amount for this Extension is shown in the **schedule**.

D. Forest and Rural Fires Act

You are insured for all sums that **you** become legally liable to pay arising from fire (or threat of fire) that happens during the **period of insurance** in New Zealand for:

1. costs and losses recoverable from **you** under Section 43(1) of the Forest and Rural Fires Act 1977, and not otherwise at law, and
2. costs agreed (or levies imposed) and apportioned to **you** by a fire authority under Sections 46 and 46A of the Forest and Rural Fires Act 1977.

We will pay these costs whether **damage** occurs or not. 'Exclusion T, Item 1' and 'Exclusion H' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

E. Innkeeper's liability

You are insured for all sums that **you** become legally liable to pay under the Innkeepers Act 1962 for **damage** that happens during the **period of insurance** in New Zealand.

'Exclusion J' and 'Exclusion Q, Item 2' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

F. Landlord's liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** anywhere in the world, except for **North America**, in connection with **your** legal ownership, but not physical occupation, of any premises.

G. Loading/unloading liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand in connection with the:

1. loading of goods into a stationary **vehicle**, or
2. unloading of goods from a stationary **vehicle**.

You are not insured for legal liability in connection with **mobile mechanical plant**.

'Exclusion T, Item 1' does not apply to this Extension.

H. Mobile mechanical plant liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand in connection with **mobile mechanical plant** that is operating its plant or machinery at the time of the **injury** and/or **damage**, provided that **you** are not otherwise insured for **your** legal liability under any other policy.

'Exclusion Q, Item 2', and 'Exclusion T, Item 1', do not apply to this Extension.

I. Motor repair and storage liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand, in connection with any:

1. **vehicle**, or
2. internal combustion engine, or
3. accessory or fitting of any of the above,

not owned, hired, leased or rented by any person or entity defined under **you**, provided that the **injury** and/or **damage** occurs:

- a. as a result of **repairs**, or
- b. while any item listed in 1, 2, or 3. (above) is in **your** control or possession, but not as a result of **repairs** to that item.

No cover is provided when **you** are driving any **vehicle** and **you**:

- i. do not hold an appropriate driver's licence or do not comply with the conditions of **your** driver's licence, or

- ii. have a proportion of alcohol in **your** breath or blood that exceeds the legal limit, or
- iii. are under the influence of any other intoxicating substance or drug, or
- iv. fail or refuse to supply a breath or blood sample as required by law, or
- v. fail or refuse to stop, or remain at the scene, following an accident (as required by law), or
- vi. are using the **vehicle** outside the manufacturer's recommended specifications.

No cover is provided when **you** are driving any **vehicle** that is in an unsafe condition if:

- the condition of the **vehicle** causes, or contributes to, the **injury** and/or **damage**, and
- **you** were, or ought to have been, aware of the unsafe condition of the **vehicle**.

'Exclusion E', 'Exclusion F, Item 1', 'Exclusion Q, Item 2' and 'Exclusion T, Item 1' do not apply to this Extension.

'Exclusion C' is deleted and replaced with the following:

'**You** are not insured for sums that **you** become legally liable to pay for the costs of rectifying, repairing or replacing errors or defects in **your** work or material. For the avoidance of doubt, this exclusion does not exclude legal liability for resultant **damage** arising from those errors or defects.'

The most **we** will pay:

1. for each **event** under (a) (repairs), is the 'Limit of Indemnity' shown in the schedule under 'Business Liability Part' for 'Broadform Liability'. However, any legal liability for **damage** to the item **repaired** under (a) (repairs) is limited to \$250,000, unless a different amount for this Extension is shown in the **schedule**, and
2. for all **events** during an **annual period** under (b) (items in your control or possession) is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

J. North American business travel

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in **North America**, provided that **your** legal liability is in connection with **business** related travel to, or in, **North America**.

No cover is provided under this Extension:

1. for legal liability in connection with the activities of **your**:
 - 1.1 sales agents, or
 - 1.2 vendors, or
 - 1.3 representatives,

who are domiciled outside of New Zealand, or

2. if **you** have a place of business in **North America**, or if **you** are represented by any parent or subsidiary company or joint venture in **North America**.

K. Pollution liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** anywhere in the world, except for **North America**, arising from the discharge, dispersal, release or escape of **pollution**, provided that the **injury** and/or **damage**:

1. is caused by a sudden, identifiable, unintended and unexpected happening that takes place in its entirety at a specified time and place, and
2. occurs during this **period of insurance** only (and not any other periods of insurance before or after this **period of insurance**).

For the avoidance of doubt, the cover provided by this Extension includes the cost of removing, nullifying or cleaning up the **pollution**.

'Exclusion O' does not apply to this Extension.

L. Product withdrawal cost – New Zealand only

You are insured for **your** reasonable costs incurred, where it is necessary for **you** to withdraw or recall **your products**, provided that:

1. the **product** defect(s), which cause the withdrawal or recall, have already given rise to a claim covered by this policy, and
2. the costs are incurred within 12 months of **you** first notifying **us** of the **products** claim (as mentioned in Item 1 above), and
3. the costs are limited to the withdrawal or recall of **products** within New Zealand.

We will pay 80% of the costs incurred for any **event**.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$100,000, unless a different amount for this Extension is shown in the **schedule**.

An excess of \$2,500 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

M. Tenants liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** anywhere in the world, except for **North America**, in connection with any premises occupied, but not owned, by **you**.

'Exclusion Q, Item 2' does not apply to the premises occupied by **you**.

N. Underground services liability

You are insured for all sums that **you** become legally liable to pay arising from **damage** to any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities,

that happens during the **period of insurance** in New Zealand, provided that prior to commencement of the work that caused the **damage**, **you** have inquired with the relevant

authorities about the exact position of such cables, pipes or other underground facilities.

'Exclusion S' does not apply to this Extension.

An excess of \$1,000 applies to each **event** under this Extension, unless a different amount is shown in the **schedule**.

O. Vehicles not registered for road use

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand, in connection with:

1. the **business**, and
2. **your** use of any **vehicle**, provided that the **vehicle** is:
 - a. not required to be registered for road use, and
 - b. not covered by any other insurance, and
 - c. not **mobile mechanical plant** that is operating its plant or machinery at the time of the **injury** and/or **damage**.

No cover is provided when **you** are driving any **vehicle** and **you**:

- i. do not hold an appropriate driver's licence or do not comply with the conditions of **your** driver's licence, or
- ii. have a proportion of alcohol in **your** breath or blood that exceeds the legal limit, or
- iii. are under the influence of any other intoxicating substance or drug, or
- iv. fail or refuse to supply a breath or blood sample as required by law, or
- v. fail or refuse to stop, or remain at the scene, following an accident (as required by law), or
- vi. are using the **vehicle** outside the manufacturer's recommended specifications, and
- vii. are practicing for or taking part in any race, rally, pace-making, reliability trial or speed test, or
- viii. are on any racetrack.

No cover is provided when **you** are driving any **vehicle** that is in an unsafe condition if:

- the condition of the **vehicle** causes, or contributes to, the **injury** and/or **damage**, and
- **you** were, or ought to have been, aware of the unsafe condition of the **vehicle**.

'Exclusion T Item 1' does not apply to this Extension.

P. Vibration, removal, weakening of support liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand, in connection with the:

1. vibration, or
2. removal of the support, or
3. weakening of the support, or
4. interference with the support,

of land or buildings.

'Exclusion U' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

An excess of \$5,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

Q. Watercraft repair and storage liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with any:

1. watercraft up to 500 Gross Tonnes, or
2. marine internal combustion engine that is used in a watercraft up to 500 Gross Tonnes, or
3. accessory or fitting of either 1. or 2. (above),

that is not owned, hired, leased or rented by any person or entity defined under **you**, provided that the **injury** and/or **damage** occurs:

- a. as a result of **repairs**, or
- b. while any item listed in 1, 2 or 3. (above) is in **your** control or possession, but not as a result of **repairs** to that item.

No cover is provided when **you** are sailing or navigating any watercraft and **you**:

- i. are under the influence of any intoxicating substance or drug, or
- ii. are using the watercraft outside the manufacturer's recommended specifications.

No cover is provided when **you** are sailing or navigating any watercraft that is in an unsafe condition if:

- the condition of the watercraft causes, or contributes, to the **injury** and/or **damage**, and
- **you** were, or ought to have been, aware of the unsafe condition of the watercraft.

'Exclusion E', 'Exclusion F, Item 1', 'Exclusion Q, Item 2' and 'Exclusion T, Item 2', do not apply to this Extension.

'Exclusion C' is deleted and replaced with the following:

'**You** are not insured for sums that **you** become legally liable to pay for the costs of rectifying, repairing or replacing errors or defects in **your** work or material. For the avoidance of doubt, this exclusion does not exclude legal liability for resultant **damage** arising from those errors or defects.'

The most **we** will pay:

1. for each **event** under (a) (repairs) is the 'Limit of Indemnity' shown in the **schedule** under 'Business Liability Part' for 'Broadform Liability'. However, any legal liability for **damage** (including consequential loss) to the item repaired under (a) (items in **your** control or possession) is \$250,000, unless a different amount for this Extension is shown in the **schedule**, and
2. for all **events** during an **annual period** under (b) (items in **your** control or possession) is \$250,000, unless a different amount for this Extension is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

R. Welding/gas cutting/burning-off liability

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in New Zealand, in connection with the following work **you** carry out for the **business**:

1. welding, or
2. gas cutting, or
3. burning-off of any substance,

provided that the welding, gas cutting or burning-off is carried out in accordance with the current New Zealand Standard appropriate to that work.

'Exclusion W' does not apply to this Extension.

An excess of \$1,000 applies to each **event** under this Extension, unless a different amount is shown in the **schedule**.

Optional extension

This optional extension only applies where specified in the **schedule**.

This optional extension is subject to the terms of this policy, except to the extent those terms are varied by this extension.

A. Product liability – North America

You are insured for all sums that **you** become legally liable to pay arising from **injury** and/or **damage** that happens during the **period of insurance** in connection with **your products** in **North America**.

No cover is provided under this Extension:

1. for legal liability in connection with the activities of **your**:
 - 1.1 sales agents, or
 - 1.2 vendors, or
 - 1.3 representatives,who are domiciled outside of New Zealand,
2. if **you** have a place of business in **North America**, or if **you** are represented by any parent or subsidiary company or joint venture in **North America**.

Exclusions

A. Asbestos

You are not insured for legal liability in connection with asbestos.

B. Building defects

You are not insured for legal liability in connection with a building or structure being affected by:

1. moisture or water build-up or the penetration of external moisture or water, or
2. the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa, or any similar or like forms, provided that the **injury** and/or **damage** is caused directly or indirectly by:
 - a. non-compliance with the New Zealand Building Code, or

- b. faulty design or faulty specification, including but not limited to faulty sequence, procedure or programme, or
- c. faulty materials, or
- d. faulty workmanship, or
- e. faulty inspection, or
- f. faulty certification of compliance,

when the building or structure was constructed, manufactured, altered, repaired, renovated or maintained.

This exclusion does not apply to **your** liability for **injury** and/or **damage** that is caused by, or directly arises from, the leakage of internal pipes, internal water systems or internal cisterns.

C. Damage to products

You are not insured for sums that **you** become legally liable to pay for **damage** to **your products**. This exclusion does not apply to legal liability for resultant **damage** to other property that is not a **product**.

D. Defective design

You are not insured for sums that **you** become legally liable to pay in connection with **your** development or formulation of any design or specification that is architectural, engineering, scientific, chemical or medical in nature.

E. E-Commerce

You are not insured for legal liability in connection with:

1. any alteration, corruption, erasure or other use of **computers**, or
2. any error in creating amending, deleting or using **computers**, or
3. any inability to access or use **computers** for any time, or at all.

F. Erroneous advice

You are not insured for sums that **you** become legally liable to pay in connection with any error or omission in:

1. advice given by **you**, or
2. medical advice or medical treatment provided by **you**.

G. Fines/exemplary damages

You are not insured for:

1. any fine or penalty imposed on **you** (whether under contract or statute), or
2. punitive or exemplary damages awarded against **you**.

H. Forest and Rural Fires Act

You are not insured for sums that **you** become legally liable to pay under the Forest and Rural Fires Act 1977, unless **you** are (or would be) otherwise legally liable for such sums.

I. Injury to employees

You are not insured for sums that **you** become legally liable to pay for **injury** that arises out of, and in the course of, **your** employment of any person.

J. Innkeepers Act

You are not insured for sums that **you** become legally liable to pay under the Innkeepers Act 1962.

K. Liability by agreement

You are not insured for legal liability that **you** have agreed to assume under a contract unless:

1. **you** would otherwise have been legally liable in the absence of that contract, or
2. **you** have advised **us** of the contract and it is shown in the **schedule** as being accepted.

L. Loss of use

You are not insured for legal liability in connection with loss of use of tangible property that has not suffered physical loss or physical damage, where that loss of use is caused solely by:

1. **your** delay in performing a contract, or
2. the failure of **products** to meet a level of performance, quality, fitness or durability expressly represented by **you**.

M. Nuclear

Please refer to the 'Nuclear' Exclusion in the General Exclusions of the 'Business Insurance' policy wording.

N. Offshore gas or oil platforms

You are not insured for sums **you** become legally liable to pay in connection with offshore gas or oil platforms.

O. Pollution

You are not insured for sums that **you** become legally liable to pay in connection with **pollution**.

P. Professional duty

You are not insured for sums that **you** become legally liable to pay in connection with a breach of professional duty.

Q. Property you own or control

You are not insured for sums that **you** become legally liable to pay for **damage** to:

1. property owned by **you**, or
2. property in **your** control or possession (except for **vehicles** in a car park owned or operated by **you** without income or reward as a car park owner or operator).

R. Terrorism

Please refer to the 'Terrorism' Exclusion in the General Exclusions of the 'Business Insurance' policy wording.

S. Underground services liability

You are not insured for sums that **you** become legally liable to pay in connection with any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities.

T. Vehicle/watercraft/aircraft

You are not insured for sums that **you** become legally liable to pay in connection with:

1. ownership, possession, **repair** or use of any **vehicle** by **you**, or
2. ownership, possession, **repair** or use of any watercraft by **you**, or
3. watercraft exceeding 500 Gross Tonnes, or
4. ownership, possession, **repair** or use of an aircraft, aerial device, or hovercraft, or
5. **products**:
 - 5.1 used in the construction of, or
 - 5.2 installed in,any aircraft, aerial device, hovercraft or watercraft that exceeds 500 Gross Tonnes.

U. Vibration, removal, weakening of support

You are not insured for sums that **you** become liable to pay in connection with:

1. vibration, or
2. removal of the support, or
3. weakening of the support, or
4. interference with the support, of land or buildings.

V. War

Please refer to the 'War' Exclusion in the General Exclusions of the 'Business Insurance' policy wording.

W. Welding/gas cutting/burning-off liability

You are not insured for sums that **you** become legally liable to pay in connection with:

1. welding, or
2. gas cutting, or
3. burning-off of any substance, carried out by **you**.

Basis of settlement

A. Maximum amount payable

1. Legal liability

The most **we** will pay in total under Broadform Liability for **your** legal liability for each **event** is:

- 1.1 the 'Limit of Indemnity' shown in the **schedule** under 'Business Liability Part'; for 'Broadform Liability', or
- 1.2 where an Extension named under 'Schedule Section' applies, the 'Limit of Indemnity' shown in the schedule beside that Extension, whichever is lesser.

However, whenever **your** legal liability arises in connection with **your products**, the most **we** will pay for all **events**, in the aggregate, during an **annual period**, is the 'Limit of Indemnity' shown in the **schedule** under 'Business Liability Part' for Broadform Liability.

2. Defence costs

We will pay all defence costs covered under 'What you are insured for - B. Defence costs' in addition to '1. Legal liability' (above), except for:

- 2.1 'Automatic extension I. North American business travel', and
- 2.2 'Optional extension A. Product liability – North America', where defence costs are included in the limit in '1. Legal liability' (above) and are not in addition to it.

B. Excess

An excess of \$500 applies for each **event**, unless a different amount is shown in this policy or in the **schedule**.

For avoidance of any doubt, if **you** are entitled to cover under more than one insuring clause under 'What you are insured for', then **we** only deduct one excess. That excess will be the highest excess.

Managing your claim

A. Managing your claim

1. Defence of liability claims

After **you** have made a claim, **we** have the sole right to:

- 1.1 act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** see fit (this will be done at **our** expense), and
- 1.2 publish a retraction or apology (in the case of defamation proceedings).

We may appoint **our** own lawyers to represent **you**. They will report directly to **us**.

2. Discharge of liability claims

We may elect at any time to pay **you**:

- 2.1 the 'Limit of Indemnity' for Broadform Liability or the 'Limit of Indemnity' for the applicable Extension, or
- 2.2 any lesser sum that the claim against **you** can be settled for.

Once **we** have paid this (including any defence costs already incurred) **our** responsibility to **you** under Broadform Liability is met in full.

3. Waiver of professional privilege

The solicitors **we** instruct to act on behalf of **you** are at liberty to disclose to **us** any information they receive from **you**.

You authorise the solicitors to disclose this information to **us**.

General conditions

A. How we administer this policy

1. Separate insurance (cross liability)

If more than one person or entity is named as 'The Insured' in the **schedule**, then all the parties are insured separately (as though a separate policy had been issued to each person/entity).

However, the maximum amount **we** will pay to all parties, is the amount stated in the 'Basis of settlement', subsequent attachments, or **schedule**.

2. Premium adjustments

If the premium for Broadform Liability has been calculated based on estimated figures, then the premium is only a provisional premium for an **annual period**.

Within 3 months of the expiry of an **annual period**, **you** must tell **us** what the actual figures are. **We** will re-calculate **your** actual premium based on the actual figures.

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.

Definitions

The definitions apply to the plural and any derivatives of the bolded words.

For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.

accidental

Unexpected and unintended by **you**.

annual period

The **period of insurance**. However, if:

- a. **you** have chosen a monthly renewable contract, or
- b. the **period of insurance** is for more than 12 months, the annual period is each 12-month period calculated from the date this policy first started, and consecutively thereafter.

business

The business described in the **schedule**.

computers

Includes any data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including, microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment.

damage

Any of the following:

- a. **accidental** physical loss or **accidental** physical damage to any tangible property, including its subsequent loss of use,
- b. **accidental** loss of use of any tangible property that has not suffered physical loss or physical damage.

event

Any one event (including continuous or repeated exposure to conditions) or series of events arising from one source or original cause.

injury

Any of the following:

- a. the **accidental** death of, or the **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury,
- b. false arrest, false imprisonment, malicious prosecution or malicious humiliation,
- c. defamation, or publication that violates any individual's right to privacy, except:
 - i. defamation where **you** know the statement is false, and
 - ii. defamation or publication that involves advertising, broadcasting or telecasting activities conducted by **you**, or on **your** behalf,
- d. wrongful entry or eviction, or any other invasion of the right of private occupancy,
- e. battery or assault, provided that:
 - i. it is not committed by **you**, or
 - ii. it is not committed under **your** direction, unless it is committed to prevent or eliminate danger to persons or property.

mobile mechanical plant

A **vehicle**, that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery.

North America

Any territory under the jurisdiction of the laws of The United States of America or Canada.

pollution

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

products

Any of the following:

- a. any goods that **you**, or anyone on **your** behalf, sells, supplies, distributes, manufactures, constructs, erects or installs, including any item that is used to contain those goods (provided the container is not a **vehicle**), or
- b. that part of any tangible property that **you**, or anyone on **your** behalf, works on, but not any other separate component of that property.

repair

Repair, alter, renovate, service or install.

vehicle

Any:

- a. motor vehicle, or
- b. machine on wheels, tracks or rollers (but not rails) that is propelled by its own power, or
- c. anything, other than a watercraft, designed to be towed by either (a) or (b) (above).

you

Any person or entity named in the **schedule** as 'The Insured'.

This includes any of the following, provided they are living or based in New Zealand:

- a. any existing subsidiary company of that entity,
- b. any existing:
 - i. joint venture, or
 - ii. other company,

over which that person or entity, exercises more than 50% management control,
- c. any director, executive officer, employee or partner of:
 - i. that person or entity, or
 - ii. any entity referred to in (a) and (b) (above),

but only while acting in that capacity,
- d. any office bearer or member of a social club, social sporting club or your employee superannuation fund that has been formed by:
 - i. that person or entity, or
 - ii. any entity referred to in (a) and (b) (above),

but only while acting in that capacity, or in connection with the activities of the club or fund,
- e. any new organisation that the person or entity acquires through consolidation, merger, purchase of the assets, or assumption of control and active management, provided that:
 - i. the new organisation is acquired during the **period of insurance**, and
 - ii. the acquisition is notified to **us** within 90 days after it takes effect,
- f. any principal who is party to a contract with:
 - i. that person or entity, or
 - ii. any entity referred to in (a) and (b) (above),

but only for the principal's vicarious liability that arises out of that persons or entity's actions under that contract.

We may also use the word 'insured' to describe you.