

DELTA OPTIMA MANAGEMENT LIABILITY PACKAGE

SUMMARY OF COVER

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	:	Individual personal trainers and REPs group exercise instructors, Yoga New Zealand or Pilates Aotearoa who are registered members with Exercise Association of New Zealand Inc
THE INSURER	:	Delta Insurance New Zealand Limited
POLICY WORDING	:	DELTA Optima 10-17
POLICY NUMBER	:	NEW TBA
PERIOD OF COVER	:	01.10.2024 to 01.10.2025 at 4:00pm

BUSINESS INSURED – Details Of Your Business Activities

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

SECTION : GENERAL LIABILITY

Included

COVERING – What Is Covered

1.1 The Underwriters will indemnify the Insured for amounts the Insured shall become legally liable to pay for loss in respect of Personal Injury or Property Damage.

1.2 Defence Costs In addition to the Limit of Liability for this Coverage Section, the Underwriters will pay Defence Costs necessarily and reasonably incurred in relation to any claim against the Insured for which there is cover under this Coverage Section. The Underwriters may investigate, negotiate and settle any claim as they deem expedient; however, the Underwriters shall not be obligated to pay any claim or judgment or to defend any suit after the Limit of Liability has been exhausted by payment of judgments or settlements.

Provided that:

- (a) in the event that the Underwriters have paid the Limit of Liability in respect of any judgment or settlement, the Underwriters' liability in respect of any further Defence Costs shall cease; and
- (b) if the amount of compensation the Insured is legally required to pay to dispose of a claim exceeds the Limit of Liability, the liability of the Underwriters to pay Defence Costs in connection with such claim shall be limited to the same proportion of the Defence Costs as the Limit of Liability bears to the total amount of compensation paid to dispose of the claim.

LIMIT OF INDEMNITY – What You Are Insured For

Any one claim and in the aggregate period	\$ 5,000,000
Retroactive Date	
Territorial Limitation	
Jurisdictional Limitation : New Zealand	
Advertising Liability	\$ 1,000,000
Care, Custody or Control	\$ 250,000
Hazardous Substances Emergency	\$ 500,000
Landlord's Liability	: Included
Product Withdrawal Costs	\$ 100,000

Professional Advice or Service	:	Included
Punitive or Exemplary Damages	\$	200,000
Rectification of Faulty Workmanship	\$	
Tenant's Liability	:	Included
Underground Services	\$	500,000
Vehicle & Watercraft Service & Repair	\$	250,000
Vibration & Removal of Support	\$	250,000
Visits to Non-Territorial Country	\$	1,000,000
Visits to Non-Territorial Country - defence costs	\$	200,000

EXCESS – Your Contribution To The Claim

In respect of each and every event	\$	500
Advertising Liability	\$	1,000
Care, Custody or Control	\$	1,000
Hazardous Substances Emergency	\$	1,000
Product Withdrawal Costs	\$	2,500
Rectification of Faulty Workmanship (if applicable)	\$	2,000
Underground Services	\$	5,000
Vehicle & Watercraft Service & Repair	\$	2,500
Vibration & Removal of Support	\$	2,500

ADDITIONAL CLAUSES – Alterations To The Standard Cover

Absolute Business Advice and Service Exclusion
Building Defects Exclusion
Covid Exclusion
Information Technology and Cyber Hazards Exclusion
Not applicable

SECTION: STATUTORY LIABILITY
Included
COVERING – What Is Covered

1.1 The Underwriters will pay on behalf of the Insured any Fine, any Order for Reparation, and any Defence Costs arising out of a Claim made against the Insured; provided always that:

- (a) the Insured first became aware of the Claim during the Policy Period; and
- (b) the Claim arises from an Event occurring on or after the Retroactive Date.

Excluded Acts

- Arms Act 1983
 - Aviation Crimes Act 1972
 - Crimes Act 1961
 - Criminal Investigations (Bodily Samples) Act 1995
 - Misuse of Drugs Act 1975
 - Criminal Proceedings (Recovery) Act 2009
 - Summary Offences Act 1981
 - Land Transport Act 1988
 - Or any amendment thereof
- You are not insured for any fine under the Health and Safety at Work Act 2015

LIMITS OF INDEMNITY – What You Are Insured For

Any one claim and in the aggregate	\$ 1,000,000
Defence Costs	+ 100% of the limit of indemnity
Retroactive Date	:
Territorial Limitation	: New Zealand
Jurisdictional Limitation	: New Zealand

AUTOMATIC POLICY EXTENSIONS – Extra Cover Included

Compensation for Attendance	\$ 100,000
Legal Prosecution Defence Costs Extension	\$ 250,000

EXCESS – Your Contribution To The Claim

In respect of each and every event, including legal costs and expenses	\$ 500
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ADDITIONAL CLAUSES – Alterations To The Standard Cover

Legal Prosecution Defence Costs Extension
 Not applicable

PROFESSIONAL INDEMNITY

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THE INSURED	:	Individual personal trainers and REPs group exercise instructors, Yoga New Zealand or Pilates Aotearoa who are registered members with Exercise Association of New Zealand Inc
THE INSURER	:	100% Allied World Assurance Company (Europe) plc - Lloyd's Syndicate 2232
POLICY WORDING	:	Delta PI (06-14)
POLICY NUMBER	:	NEW TBA
PERIOD OF COVER	:	01.10.2024 to 01.10.2025 at 4:00 pm

COVERING – What Is Covered

Breach of Professional Duty by reason of any Negligent Act, Error or Omission relating to the Business Insured and including Legal Defence Costs and Expenses.

BUSINESS INSURED – Your Full Occupation

Personal Trainers and REPs Group Exercise Instructors including Yoga & Pilates, ancillary nutrition advice, physical rehabilitation and any other similar activities.

LIMIT OF LIABILITY – What You Are Insured For

Limit of Liability		Limit of Liability
		\$ 3,000,000
Aggregate Limit		\$ 3,000,000
Geographical Limits	:	New Zealand
Jurisdictional Limits	:	New Zealand
Retroactive Date	:	01/10/2003

STANDARD POLICY EXTENSIONS – Extra cover Provided

Please refer to your policy wording for the standard extensions

EXCESS – Your Contribution To The Claim

In respect of each and every event (Standard)		Deductible
		\$ 2,000

ADDITIONAL CLAUSES – Alterations To The Standard Cover

Unlimited Reinstatement of the Aggregate Limit

Cyber Liability Extension

COMMENTS

2024 Renewal Based on:
Reps x 1,470
GE x 420