

BUSINESS INTERRUPTION POLICY



Welcome to NZI. Thank you for selecting us as your insurer. This is your Business Interruption Policy document.

It will tell you what you are insured for and what you are not insured for, as well as any obligations that you or we must abide by to ensure an enforceable policy. This policy document is a legal contract so please read it thoroughly and keep it in a safe place. If you need help with understanding your policy document, please contact your insurance broker.

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BUSINESS INTERRUPTION POLICY



INTRODUCTION TO THIS POLICY

AGREEMENT

You agree to pay **us** the premium described in the **schedule** and comply with this policy. In exchange, **we** agree to insure **you** as set out in this policy.

POLICY CONTRACT

This policy consists of the following parts:

1. **your** application for insurance, and any oral or written supporting statements or documents supplied by **you**, and
2. this policy wording (including any endorsements or warranties), and
3. the **schedule**.

INTERPRETING THIS POLICY

Certain words in this policy have a specific meaning. These words appear in **bold** and **you** will find the meaning listed in the 'Definitions' section at the end of this policy. The definitions apply to the plural and any derivatives of the bolded words.

You will also find examples and comments to make parts of this policy easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to.

The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

INTERRUPTION TO YOUR BUSINESS

You are insured for **business interruption** resulting from **insured damage**.

Your claim will be calculated as set out in 'Insured Items' (below). Cover under each 'Insured Item' applies only when **you** have taken that item and it is specified in the **schedule**.

*Please also see 'Automatic Policy Extensions' and 'Optional Policy Extensions' for other circumstances that **we** consider to be **insured damage**.*

INSURED ITEMS

The following 'Insured Items' apply only when **you** have taken that item and it is specified in the **schedule**.

A. LOSS OF INSURED PROFIT

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 the additional expenditure reasonably incurred by **you** solely to avoid or diminish the **reduction in turnover**. Provided that this additional expenditure does not exceed the sum produced by the following formula:



BUSINESS INTERRUPTION POLICY

INSURED ITEMS *continued*

[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 any reduction in **insured profit** that fairly results from the increase in ratio of [the purchase price of materials used and goods sold], to [turnover] maintained during the **indemnity period**.

*We will not make an adjustment for an increase in the ratio of any other uninsured expense to **turnover** because the increase could result from a fixed cost element in the expense, that should have been insured.*

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

1. Reduction in rent:

You are insured for **reduction in rent**.

2. Increase in cost of working:

You are insured for the additional expenditure reasonably incurred by **you** solely to avoid or diminish the **reduction in rent**. Provided that this

additional expenditure does not exceed the amount of the **reduction in rent** avoided by the additional expenditure.

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**.

C. LOSS OF REVENUE

1. Reduction in revenue:

You are insured for **reduction in revenue**.

2. Increase in cost of working:

You are insured for the additional expenditure reasonably incurred by **you** 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.

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**.

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INSURED ITEMS continued

D. PAYROLL

1. Loss in respect of payroll:

You are insured for the **reduction in turnover** produced by the following formula:

[the **rate of payroll**] x [the **reduction in turnover** during the **indemnity period**].

2. Increase in cost of working:

You are insured for the additional expenditure reasonably incurred by **you** 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].

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**.

E. PAYROLL – DUAL BASIS

1. Reduction in turnover:

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 in **payroll**], and

1.2 Remaining period

You are insured for the sum produced by the following formula for the remaining portion of the **indemnity period**:

[the **rate of payroll**] x [the **reduction in turnover**] - [any savings in **payroll**],

but not exceeding the sum produced by the following formula:

[the remainder percentage shown in the **schedule**] x [**rate of payroll**] x [the **reduction in turnover**] + [any savings in **payroll** deducted under 1.1 of this 'Insured Item'].

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'.

INSURED ITEMS continued

2. Increase in cost of working:

In addition to 'Insured Item A, Part 2', **you** are insured for additional expenditure reasonably incurred by **you** 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.

F. WAGES – DUAL BASIS

1. Reduction in turnover

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 wages**] x [the **reduction in turnover**] - [any savings in **wages**], and

1.2 Remaining period

You are insured for the sum produced by the following formula for the remaining portion of the **indemnity period**:

[the **rate of wages**] x [the **reduction in turnover**] - [any savings in **wages**],

but not exceeding the sum produced by the following formula:

[the remainder percentage shown in the **schedule**] x [rate of **wages**] x [the **reduction in turnover**] + [any savings in **wages** deducted under 1.1 of this 'Insured Item'].

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'.

2. Increase in cost of working:

In addition to 'Insured Item A, Part 2', **you** are insured for the additional expenditure reasonably incurred by **you** 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, Part 1.1 and 1.2' above had such expenditure not been incurred.

G. WAGES IN LIEU OF NOTICE

You are insured for:

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**.

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INSURED ITEMS *continued*

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**].

H. REDUNDANCY PAY

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**.

The most **we** will pay is the redundancy pay sum insured shown in the **schedule**.

I. CLAIMS PREPARATION COSTS

You are insured for:

1. fees reasonably incurred to pay **your** accountant or another professional consultant, and
2. reasonable costs incurred for **your** own staff,

for quantification (but not negotiation) of claims under this policy and (where applicable) **your material damage policy** that covered the **loss**.

J. BOOK DEBTS

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**.

We will pay the difference between:

1. the total amount of debit balances in customers' accounts due to **you** and outstanding as at the date of the **insured damage**, and
2. the total amount that can be established as owing by identifiable customers, during the 12 months after the **insured damage**.

K. REWRITING OF RECORDS

You are insured for costs reasonably incurred to replace or restore:

1. entries, or
2. information, or
3. data,

contained within any of **your business** records, provided that the need to replace or restore is as a result of the **insured damage**.

L. ADDITIONAL INCREASED COST OF WORKING

You are insured for reasonable additional expenses that are not otherwise covered by this policy, provided they are incurred during the **indemnity period**:

BUSINESS INTERRUPTION POLICY

INSURED ITEMS *continued*

1. to avoid or diminish the **reduction in turnover**, or
2. to resume or maintain normal **business** operations.

No cover is provided for reinstating **your** property damage.

AUTOMATIC POLICY EXTENSIONS

In addition to the cover provided under 'Interruption to your Business' and 'Insured Items', **we** also provide the following Automatic Policy Extensions.

We will consider scenarios under each of the following Extensions to have created **insured damage** and **we** will cover any **business interruption** resulting from them as set out in this policy. Cover under each 'Insured Item' applies only to each Extension when **you** have taken that item and it is specified in the **schedule**.

A. PREVENTION OF ACCESS – PROPERTY DAMAGE

You are insured for **business interruption** resulting from **property damage** in the **vicinity** that prevents or hinders access to the **situation**.

This extension does not insure **you** for the first 24 hours of any **business interruption**.

B. PREVENTION OF ACCESS – DANGER TO HUMAN LIFE, INJURY, MURDER OR SUICIDE

You are insured for **business interruption** resulting from:

1. danger to human life, or
2. injury to any person, or
3. murder or suicide of any person,

occurring at the **situation** that prevents or hinders access to the **situation**.

This extension does not insure **you** for the first 24 hours of any **business interruption**.

The most **we** will pay under this extension for any **event** 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.

C. PREVENTION OF ACCESS – CLOSURE BY ANY AUTHORITY

You are insured for **business interruption** resulting from closure of the **situation** by any lawful authority due to:

1. defects in drains or other sanitary arrangements, or
2. the escape of fumes or any hazardous material.

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AUTOMATIC POLICY EXTENSIONS continued

This extension does not insure **you** for the first 24 hours of any **business interruption**.

The most **we** will pay under this extension for any **event** 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.

D. DEPENDENT BUSINESS THAT ATTRACTS CUSTOMERS

You are insured for **business interruption** resulting from **property damage** to an anchor tenant situated in the same retail shopping complex as **your business**.

The indemnity period under this extension ends no later than 30 days after the **insured damage** first occurred.

This extension does not insure **you** for the first 72 hours of **business interruption**.

The most **we** will pay under this extension for any **event** 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.

E. FAILURE OF UTILITIES

You are insured for **business interruption** resulting from **property damage** to the plant, equipment or supply lines of any public utility (but excluding all off-shore oil and gas installations including undersea oil and gas pipelines), that supplies:

1. power or gas, or
2. water or sewage disposal, or
3. telecommunications,

to **your business**.

This extension does not insure **you** for the first 24 hours of any **business interruption**.

The most **we** will pay under this extension for any **event** 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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AUTOMATIC POLICY EXTENSIONS continued

F. CUSTOMERS' OR SUPPLIERS' PREMISES

You are insured for **business interruption** resulting from **property damage** occurring at a location within New Zealand:

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.

The most **we** will pay under this extension for any **event** 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.

G. CLOSURE OF TRANSPORT ROUTES, PORTS OR AIRPORTS

You are insured for **business interruption** resulting from:

1. **property damage**, or
2. an order by a lawful authority,

that results in closure or threatens to close any transport route, port or airport anywhere in New Zealand.

This extension does not insure **you** for the first 7 Days of any **business interruption**.

The most **we** will pay under this extension for any **event** 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.

OPTIONAL POLICY EXTENSIONS

This Optional Policy Extension only applies where specified in the **schedule**.

We will consider scenarios under each of the following Extensions to have created **insured damage** and **we** will cover any **business interruption** resulting from them as set out in this policy. Cover under each 'Insured Item' applies only to each Extension when **you** have taken that item and it is specified in the **schedule**.

A. NATURAL DISASTER COVER

You are insured for **business interruption** resulting from **natural disaster damage**, provided that the damage:

1. is covered as a claim under **your material damage policy**, or
2. would be covered as a claim under **your material damage policy** if **you** owned the property, or
3. is caused by the explosion of a **pressure vessel**.

'Exclusion B' does not apply to this extension.

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EXCLUSIONS

A. ELECTRONIC DATA & PROGRAMS

This policy does not insure **business interruption**, and any liability arising from this, from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with the **electronic data**.

However, this exclusion does not apply to resultant physical damage to other insured property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

B. NATURAL DISASTER

This policy does not insure **business interruption** arising in connection with **natural disaster damage**.

C. NOTIFIABLE DISEASE

This policy does not insure **business interruption** arising in connection with a Notifiable Disease under the Health Act 1956.

D. NUCLEAR

This policy does not insure **business interruption**, liability, prosecution or expense of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - a. any nuclear fuel, or
 - b. any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

E. SEEPAGE, POLLUTION AND CONTAMINATION

This policy does not insure **business interruption** arising in connection with seepage, pollution or contamination.

F. TERRORISM

This policy does not insure **business interruption**, liability, prosecution or expense of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

G. WAR

This policy does not insure **business interruption**, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

BUSINESS INTERRUPTION POLICY

BASIS OF SETTLEMENT

A. ACCUMULATED STOCK

If:

1. the **indemnity period** is 12 months or longer, and
2. there is a shortage of stock after the **indemnity period** expires 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.

B. MAXIMUM AMOUNT PAYABLE FOR INSURED ITEMS

The most **we** will pay:

1. for any one 'Insured Item' is the specific sum insured shown in the **schedule** for that item, and
 2. for all 'Insured Items' is the total sum insured shown in the **schedule**,
- during an **indemnity period** unless a different amount is shown in this policy.

C. SUB LIMITS

The most **we** will pay under any 'Automatic Policy Extension' or 'Optional Policy Extension' is the amount specified in this policy wording, unless a different amount is shown in the **schedule**.

D. DEPARTMENTS

If **your business** operations are conducted in departments that have separately identifiable trading results, this policy shall apply separately to each department. However, the 'Maximum Amount Payable For Insured Items' (above) remains unchanged.

E. PAYMENT ON ACCOUNT

We will make interim payments provided **you** produce evidence to **our** satisfaction of a loss covered by this policy.

F. REINSTATEMENT OF THE SUM INSURED

After **we** have paid a claim under this policy, **we** will reinstate **your** sum insured. **We** may ask **you** to pay an additional premium for this. If **we** do, **you** must pay the additional premium.

MANAGING YOUR CLAIM

A. YOUR OBLIGATIONS

1. Advise us

If **you** become aware of any situation that is likely to give rise to a claim, **you** must contact **us** immediately.

2. Minimise the Loss

You must take all reasonable steps to minimise the claim and avoid any further loss or liability arising.

BUSINESS INTERRUPTION POLICY



MANAGING YOUR CLAIM *continued*

3. Notify the Police

You must immediately lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage has occurred.

4. Provide Full Information

When **you** make a claim **you** consent to **your** personal information in connection with the claim being:

4.1 disclosed to **us**, and

4.2 transferred to the Insurance Claims Register Limited.

You must:

- (a) give **us** free access to examine and assess the claim, and
- (b) send any relevant correspondence or documents to **us**, and
- (c) complete a claim form or statutory declaration to confirm the claim if **we** request it, and
- (d) provide any other information, proof of ownership or assistance that **we** may require at any time.

5. Be Truthful

If **your** claim is dishonest or fraudulent in any way, **we** may:

5.1 decline **your** claim either in whole or in part, or

5.2 declare this policy or all policies **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

6. Do Not Admit Liability

You must not:

6.1 admit **you** are liable, or

6.2 do or say anything that may prejudice **our** ability to defend the claim against **you** or take recovery action in **your** name.

7. Do Not Dispose of Property

You must not dispose of any property involved in **your** claim until **we** have given **you** permission to do this.

8. Incurring Costs

All costs claimed for under this policy must be necessarily and reasonably incurred.

You are not authorised to start any repairs without **our** permission unless the repairs are necessary to prevent further loss or liability.

B. MANAGING YOUR CLAIM

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





BUSINESS INTERRUPTION POLICY

MANAGING YOUR CLAIM *continued*

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.

GENERAL CONDITIONS

A. HOW WE ADMINISTER THIS POLICY

1. Cancellation and Modification

1.1 By You

You may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect.

1.2 By Us

We may cancel or modify this policy by advising **you** (or **your** Broker or Agent) by letter, fax or email. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.

We will refund the proportion of unused premium paid, calculated from the date of cancellation.

If **you** pay **your** premium by instalments, **you** must pay **us** any unpaid instalments that are due.

2. Other Insurance

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.

If **you** or anyone else who can claim under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.

3. Interests of Other Parties

If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy.

You consent to **us** transferring **your** relevant personal information to that party.

4. Separate Insurance

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).

However, the maximum amount **we** will pay to all parties is the amount stated in each part of this policy.

5. GST

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:



GENERAL CONDITIONS **continued**

- 5.1 all sums insured exclude GST, and
- 5.2 all sub limits exclude GST, and
- 5.3 all excesses include GST, and
- 5.4 GST will be added, where applicable, to claim payments.

6. Premium Payment Options

If **you** choose to pay the premium other than annually, then:

- 6.1 **you** must use the Deduction Authority **we** require, and
- 6.2 this policy is for the initial **period of insurance** starting on the 'From' date and ending on the 'To' date shown in the **schedule**.

The policy will be renewed for further fortnightly, monthly and quarterly periods of insurance (as indicated in the **schedule**) by payment of each premium due under the Deduction Authority.

7. Premium Adjustments

If the premium for this policy has been calculated based on estimated annual figures, then the premium is only a provisional premium for the **period of insurance**.

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

If **you** have not told **us** what the actual figures were within the 3 months, and at the time of the **insured damage** the sum insured is less

than the actual figures for those items, then the amount **we** will pay will be reduced in the same proportion.

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.

B. LAWS & ACTS THAT GOVERN THIS POLICY

1. Acts of Parliament

Where this policy refers to any Act of Parliament, it also includes any sub-ordinate legislation made under it, and any subsequent Acts or Regulations.

2. Governing Law and Jurisdiction

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

C. YOUR OBLIGATIONS

1. Comply with the policy

You (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If **you** fail to comply, **we** may not pay **your** claim.

BUSINESS INTERRUPTION POLICY

GENERAL CONDITIONS continued

2. Provide Accurate Information

You must make sure all statements and representations that are made to **us**, at any time, either by **you** or anyone else, are truthful and complete.

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.

4. Change in Circumstances

You must tell **us** immediately if there is a material:

- 4.1 increase in the risk insured, or
- 4.2 alteration of the risk insured.

Once **you** have told **us** of the change, **we** may then cancel or alter the premium and/or terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

- (a) declare this policy unenforceable, or
- (b) decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

Information is 'material' where **we** would have made different decisions about either:

- (i) accepting your insurance, or
- (ii) setting the terms of your insurance,

if **we** had known that information. If in any doubt, notify **us** anyway.

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**.

act of terrorism:

Includes any unlawful act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division therefore, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and that:

- (a) involves violence against one or more persons, or
- (b) involves damage to property, or

BUSINESS INTERRUPTION POLICY

DEFINITIONS continued

- (c) endangers life other than that of the person committing the action, or
- (d) creates a risk to health or safety of the public or a section of the public, or
- (e) is designed to interfere with or disrupt an electronic system.

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'.

business:

The business described in the **schedule**.

business interruption:

Interruption to or interference with **your business** operations.

computer virus:

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to 'Trojan Horses', 'Worms' and 'Time or Logic Bombs'.

electronic data:

Facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

event:

Any one event or series of events arising from one source or original cause.

indemnity period:

The period that:

- (a) starts when the **insured damage** occurs, and
- (b) ends no later than the number of months specified in the **schedule** as the 'Indemnity Period',

during which, **your business** operations are affected because of that **insured damage**.

initial period:

The part 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 'Initial Period'.

BUSINESS INTERRUPTION POLICY



DEFINITIONS continued

insured damage:

Loss occurring at the **situation** to any property (or part) owned or used by **you** for the **business**, provided that the **loss**:

- (a) is covered as a claim under **your material damage policy**, or would have been but for the excess, or
- (b) would be covered as a claim under **your material damage policy** if **you** owned the property, or
- (c) is caused by the explosion of a **pressure vessel**.

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**.

Notes about this calculation:

- (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**.

loss:

Accidental physical loss or **accidental** 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.

The Material Damage Policy (that may have another name such as Business Assets, Industrial All Risks, Commercial Special Risks or similar) is a prerequisite to this policy.

natural disaster damage:

Loss that results directly from:

- (a) earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, hydrothermal activity, or fire caused by any of these, or
- (b) measures taken under proper authority, following an event listed in (a) to:
 - (i) avoid its spreading, or
 - (ii) reduce its consequences.

payroll:

Gross salaries and wages (including bonuses, holiday pay, ACC levies and any other costs relating to salaries and wages) for all employees of the **business**.



BUSINESS INTERRUPTION POLICY



DEFINITIONS continued

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 or pipe or other vessel that, when used normally, is subject to generated fluid pressure or vacuum.

property damage:

Loss to property that would be covered as a claim under **your material damage policy** if **you** owned the property.

rate of insured profit:

The rate of **insured profit** to **turnover** that would have been achieved during any part of the **indemnity period** but for the **insured damage**.

rate of payroll:

The rate of **payroll** to **turnover** that would have been achieved during any part of the **indemnity period** but for the **insured damage**.

rate of wages:

The rate of **wages** to **turnover** that would have been achieved during any part of the **indemnity period** but for the **insured damage**.

reduction in rent:

The amount that the rent, during any part of the **indemnity period**, shall fall short of the **rent** that would have been achieved, but for the **insured damage**.

reduction in revenue:

The amount that the **revenue**, during any part of the **indemnity period**, shall fall short of the revenue that would have been achieved but for the **insured damage**.

reduction in turnover:

The amount that the **turnover**, during any part of the **indemnity period**, shall fall short of the turnover that would have been achieved but for the **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**.



BUSINESS INTERRUPTION POLICY



DEFINITIONS continued

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**.

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.

uninsured working expenses:

Those expenses that are no longer incurred by **you** when **your business** is unable to operate.

vicinity:

Any area within 10 kilometers, 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 wages), of all employees, except employees whose remuneration is treated as salaries in **your** accounts.

we:

NZI, a business division of IAG New Zealand Limited. We may also use the words 'us', 'our' or 'company' to describe NZI.

you:

The person(s) or entity named in the **schedule** as 'Insured'. **We** may also use the word 'insured' to describe **you**.

