

Public and Products Liability
Statutory Liability
Employers Liability
Insurance Binder

Insured: Filtec Limited

Policy Period: 31 March 2017 to 31 March 2018

Endorsement Date: 04 July 2017

CHUBB®

Casualty

Important Notices

Your Duty of Disclosure

Before entering into a contract of general insurance with Chubb Insurance New Zealand Limited (**Chubb**), each prospective **Insured** has a duty to disclose to **Chubb** every matter that is material to **Chubb's** decision whether to accept the risk of the insurance and, if so, on what terms.

It has the same duty to disclose those matters to **Chubb** before renewal, extension, variation or reinstatement of a contract of general insurance with **Chubb**.

An **Insured's** duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by **Chubb**;
- that is of common knowledge;
- that **Chubb** knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by **Chubb**.

It is important that each prospective **Insured** understands all information provided in support of the application for insurance and that it is correct, as each prospective **Insured** will be bound by the answers and by the information it has provided. If a prospective **Insured** does not understand any part of this notice, it should obtain independent advice.

As a prospective **Insured**, the duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

Consequences of Non-Disclosure

If a prospective **Insured** fails to comply with its duty of disclosure, **Chubb** may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or may cancel the contract. **Chubb** may also have the option of avoiding the contract from its beginning.

Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at www.icnz.org.nz and on request.

Chubb Combined Liability Binder

Dear Broker:

Thank you for your instructions in respect of the below Insured. We confirm cover is in place as outlined below.

Notice of Binding

Title		Description
Policy Number	AGEL362478	
Issuing office	Auckland, New Zealand	
Insured	Filtec Limited	
Insured Address	C/- Marsh Limited PO Box 2221 Auckland	
Business	Importing, distributing, supplying, installing, servicing and repairing of water treatment equipment (filters, strainers, pumps and meters); Project design, supervision and commissioning of water treatment plants and wastewater UV disinfection systems; Property owners and occupiers.	
Policy Period	Start:	31/03/2017 (endorsement effective date 04/07/2017)
	Expiry:	31/03/2018
	Both days at 4.00PM local standard time of issuing office	
Public and Products Liability		
Limit of Liability	NZD 10,000,000 any one Occurrence and in the aggregate in respect of the Products Hazard.	
Deductible	NZD 500 each and every Occurrence, increasing to: NZD 2,500 each and every Occurrence outside New Zealand	
Policy Wording	Chubb Public and Products Liability wording	
Endorsements	Professional Negligence – Absolute Exclusion Efficacy Endorsement With Effect from 04/07/2017: Vibration and Removal of Support – Amended Sub Limit (\$2,000,000) Forest and Rural Fires Act 1977 – Amended Sub Limit (\$1,000,000)	
Premium	As Agreed	

Endorsements

Vibration and Removal of Support – Amended Sub Limit

By way of endorsement to the **Policy**, the parties agree that Automatic Coverage Extension 2.15 is deleted in its entirety and replaced with the following:

2.15 Vibration and Removal of Support

Chubb agrees to indemnify the **Insured** for or in respect of **Personal Injury** and **Property Damage** in New Zealand arising from the vibration, or removing, weakening or interfering with, the support of land or buildings;

Provided that:

- a) the land or buildings are not owned or occupied by the **Insured** and the **Personal Injury** or **Property Damage** arises from the actions of the **Insured**; and
- b) a sub limit of NZD 2,000,000 shall apply to this Extension 2.15.

Endorsements

Forest and Rural Fires Act 1977 – Amended Sub Limit

By way of endorsement to the **Policy**, the parties agree that Automatic Coverage Extension 2.5 is deleted in its entirety and replaced with the following:

For the purpose of this Extension 2.5 only, notwithstanding Insuring Agreement 1.1 or Exclusion 4.8, coverage under this **Policy** extends to all sums which the **Insured** shall be legally obligated to pay in respect of:

- a) costs (but excluding levies for expenditure under Section 44 and 45 of the Forest and Rural Fires Act 1977), fines and penalties incurred and apportioned by any Fire Authority (as that term is defined therein) under the Forest and Rural Fires Act 1977 or any amendments or replacing legislation; and
- b) costs incurred and claimed by any other person as to measures taken in order to protect that person's property from fire,

where such costs arise as a result of and in connection with the **Business** of the **Insured** described in the **Schedule**.

The cover provided by this Extension 2.5:

- a) shall apply whether **Property Damage** or **Personal Injury** has occurred or not; and
- b) shall apply to machinery, plant, trailers or **Vehicles** (insofar as liability covered under this extension 2.5 is not otherwise **Insured**); and
- c) is subject always to the terms exceptions limits and conditions of the **Policy** insofar as they are not specifically varied by this Extension 2.5; and
- d) (is subject to a sub limit of NZD 1,000,000 any one **Policy Period**

In all other respects the **Policy** remains unaltered.

Financial Strength Rating

At the time of print, Chubb Insurance New Zealand Limited has an “AA-” insurer financial strength rating given by Standard & Poor’s (Australia) Pty Limited. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D – selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	B	Weak			NR – Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the Standard & Poor’s website.

Privacy Statement

Chubb Insurance New Zealand Limited (“Chubb”) is committed to protecting your privacy. Chubb collects, uses and retains your personal information in accordance with the principles in the *Privacy Act 1993*.

Personal Information Handling Practices

Collection, Use and Disclosure

Chubb collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim, complaint or dispute. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them, to handle any claim, complaint or dispute that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim, complaint or dispute.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Chubb group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

How to Contact Us

If you would like to access a copy of your personal information, or to correct or update your personal information, or if you have a complaint or want more information about how Chubb is managing your personal information, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing Privacy.NZ@chubb.com

