

insuring clause

Where headings are used in this policy they are purely descriptive in nature and are not intended to be used for interpretative purposes.

- 1.1 We will reimburse *you* for the *legal expenses* of defending *legal action*.
- 1.2 This policy consists of:
- (a) Any written proposal;
 - (b) This policy wording;
 - (c) The *policy schedule*;
 - (d) Any supporting information provided.
- 1.3 The validity of this policy depends on:
- (a) The accuracy of the answers in *your* written proposal and any supporting information provided. They are the basis of *your* insurance contract with us;
 - (b) *You* having paid the premium.
- 1.4 We will pay *you* up to the limit of indemnity as contained in the *policy schedule* for all *legal action(s)* commenced against *you* during the *policy year*.

what we cover

- Activities Protection** 2.1 Any alleged offence under any statute arising in the course of *your* capacity as stated in the *Policy schedule*. But:
- (a) *You* must not have been charged with any similar offence in the 7 years before *you* obtained this policy; and
 - (b) *You* must be intending to plead not guilty; and
 - (c) *Your* plea of not guilty must be reasonable, based on the evidence and the law; and
 - (d) *You* must not have cover under any other policy, or otherwise be entitled to indemnity from any other source; and
 - (e) In relation to any traffic prosecution:
 - (i) *You* must have been charged with an alleged offence or infringement under the Land Transport Act 1998, or Transport Act 1962, or their amendments; but
 - (ii) *You* must not have been charged with any of the following types of offences; alcohol/drug-related, log book, overloading, road user charges, or speeding including dangerous or excessive speed;
 - (iii) *You* must be liable to be disqualified from driving; and
 - (iv) If *you* are under 24 years old at the date of the alleged offence, *you* must be at risk of being imprisoned for more than 3 months
- Other actions (at our discretion)** 2.2 Any other action against *you*, which at *our* sole option and in *our* absolute discretion, we elect to treat as covered by this policy.

definitions

- Legal action** 3.1 *Legal action* means any criminal legal proceedings, including appeals, of the type in Section 2 above, in any court, in New Zealand. But:
- (a) The alleged conduct must have taken place in New Zealand; and
 - (b) *You* must have been first threatened with the *legal action* during the *policy year*; and
 - (c) *You* must also have notified *us* of the *legal action* during the *policy year* or within 28 days of its expiry.
- Legal expenses** 3.2 *Legal expenses* means the amount(s) which *you* had to spend and which it was reasonable for *you* to spend on *legal action* in relation to *Solicitors'* fees, expenses and disbursements;
- Policy schedule** 3.3 *Policy schedule* means the current or latest *policy schedule* for this policy
- Policy year** 3.4 *Policy year* means the period in the *policy schedule*.
- Solicitor** 3.5 *Solicitor* means any solicitor, firm of solicitors, barrister, queens counsel or senior counsel appointed to act for *you* in relation to any *legal action*.
- We/us/our** 3.6 *We/Us/Our* means Vero Liability Insurance Limited.
- You/your/yourself** 3.7 *You/Your/Yourself* means:
the person(s) named in the *policy schedule*.

exclusions

We will not be liable in relation to:

Events before you obtained the policy	4.1	<i>Legal action</i> arising from anything which, as at the date on which <i>you</i> first bought continuous sports legal defence insurance from us, had already happened or is alleged to have already happened and/or was still happening or is alleged to have still been happening.
	4.2	<i>Legal action</i> arising from any: <ul style="list-style-type: none"> (a) Alleged breach of professional duty (unless <i>you</i> are acting in <i>your</i> capacity as a Professional Event Organiser), or duty as a director, trustee, or power of attorney;
Professional duties		
Relatives	4.3	<i>Legal action</i> in which a spouse, ex-spouse, domestic partner or ex-domestic partner, or any relative of them or of <i>you</i> , is a complainant/victim
Government disputes	4.4	<i>Legal action</i> by or on behalf of any state agency involving any state-funded grant, income, revenue collecting, aid, subsidy, surcharge or assistance.
Deliberate events	4.5	<i>Legal action</i> which <i>you</i> have intentionally encouraged.
Costs before you tell us	4.6	<i>Legal expenses</i> for which <i>you</i> did not first get <i>our</i> written consent.
Fines/Penalties/Damages	4.7	Fines, penalties, damages of any type or any other form of compensation payment, and interest.
Certain Acts excluded	4.8	Any offence alleged to have been committed: <ul style="list-style-type: none"> (a) whilst in breach of any order made under the Domestic Violence Act 1995 or its amendments; (b) Under Fisheries legislation.

conditions

Take Care	5.1	<i>You</i> must take all reasonable care and precautions to avoid any circumstances which might give rise to a claim under this policy.
Tell us: -	5.2	<i>You</i> must give <i>us</i> immediate notice in writing of any: <ul style="list-style-type: none"> (a) Circumstances which might give rise to a claim under this policy, as soon as <i>you</i> become aware of them. It does not matter whether or not <i>you</i> believe that: <ul style="list-style-type: none"> (i) A claim is justified; or (ii) <i>Legal action</i> is likely. (b) Notice of any indication that someone intends or may intend to make a claim against <i>you</i> which might result in <i>legal action</i>. It does not matter whether or not <i>you</i> believe that: <ul style="list-style-type: none"> (i) A claim is justified; or (ii) <i>Legal action</i> is likely. (c) Claim against <i>you</i> which might result in <i>legal action</i>. It does not matter whether of not <i>you</i> believe that: <ul style="list-style-type: none"> (i) A claim is justified; or (ii) <i>Legal action</i> is likely. (d) Document served on <i>you</i> in relation to <i>legal action</i>.
Appointing a solicitor	5.3	<i>You</i> must not appoint a <i>Solicitor</i> to defend any <i>legal action</i> without first getting <i>our</i> written consent, except in an emergency in which case <i>you</i> should use <i>our</i> emergency assistance service. <i>We</i> can: <ul style="list-style-type: none"> (a) Withhold or withdraw <i>our</i> consent to any <i>Solicitor</i> whom <i>you</i> propose to appoint or have appointed; (b) Require <i>you</i> to appoint a <i>Solicitor</i> from <i>our</i> preferred panel
Helping us	5.4	In relation to any <i>legal action</i> , <i>you</i> must: <ul style="list-style-type: none"> (a) Give <i>us</i> all information and documents which we ask for; (b) Keep <i>us</i> fully and continually informed of all significant developments; (c) Advise <i>us</i> immediately of any offers of compromise, proposals, or recommendations to make any offers or compromise proposals; (d) Authorise and instruct <i>your Solicitor</i> to do (a) to (c) above on <i>your</i> behalf.
Advancement of costs	5.5	If cover has been confirmed in writing then <i>we</i> may advance <i>your legal expenses</i> as and when they are incurred.
	5.6	<i>We</i> can immediately stop reimbursing <i>your legal expenses</i> if: <ul style="list-style-type: none"> (a) <i>You</i> unreasonably refuse to follow <i>your Solicitor's</i> advice about how the <i>legal action</i> should be conducted, including advice about making or accepting any offer, compromise or payment; or

		(b) <i>You</i> do not give <i>us</i> or <i>your Solicitor</i> full co-operation and assistance; or
		(c) A barrister of at least 15 years experience advises <i>us</i> that <i>your</i> defence to the <i>legal action</i> has no reasonable prospect of being actually or economically successful (including, if the likely <i>legal expenses</i> are out of reasonable proportion to the likely outcome): and <i>you</i> decline to accept <i>our</i> written instructions on how to resolve or terminate the <i>legal action</i> .
Appeals	5.7	We will not be liable for <i>legal expenses</i> in relation to any appeal unless we: <ul style="list-style-type: none"> (a) Receive written notice of <i>your</i> intention to appeal at least 5 clear days before any time limit for bringing the appeal expires; and (b) Have given <i>our</i> prior written consent to the appeal.
Reviewing costs	5.8	If we instruct <i>you</i> in writing to so do, <i>you</i> must direct <i>your Solicitor</i> to have any account or fee referred to any appropriate officer, authority or body to be taxed, assessed or audited.
Recovering costs	5.9	<i>You</i> must; <ul style="list-style-type: none"> (a) Let <i>us</i> have any amounts which <i>you</i> recover on account of <i>legal expenses</i>; and (b) Co-operate with and assist <i>us</i> in any steps which <i>we</i> want to take at <i>our</i> own cost to recover these amounts.
Good faith	5.10	If <i>you</i> put forward a claim which is any way intentionally exaggerated or fraudulent, or if <i>you</i> use any fraudulent means or devices to obtain a benefit under this policy, <i>you</i> will lose the entire benefit of this policy.
Cancelling the policy	5.11	<i>You</i> may cancel this policy at any time by sending <i>us</i> written notice. <i>We</i> may cancel this policy on the expiry of 14 days written notice sent to <i>you</i> at the address in the <i>policy schedule</i> or any other address which <i>you</i> have notified to <i>us</i> in writing to replace the address in the <i>policy schedule</i> .
	5.12	Unless <i>you</i> notify <i>us</i> and <i>we</i> agree in writing to continue <i>your</i> cover under this policy, <i>you</i> immediately stop being insured under this policy if <i>you</i> : <ul style="list-style-type: none"> (a) Commit any act of bankruptcy; or (b) Are made bankrupt; or (c) Make any arrangement with creditors, including a composition or assignment.
Reimbursement	5.13	If <i>you</i> are charged with one or more offences arising out of the same general circumstances and are convicted of at least one such offence, and <i>we</i> have reimbursed/paid any <i>legal expenses</i> relating to the offences, <i>we</i> have the right to claim all the <i>legal expenses</i> from <i>you</i> .
Correspondence	5.14	<i>You</i> appoint the person who signed the proposal for this policy as <i>your</i> agent for the purpose of receiving any <i>policy schedule</i> , paying the premium, and receiving or giving notices under this policy, including any notice of cancellation or endorsement. <i>We</i> may deal with him/her as if <i>we</i> were dealing with <i>you</i> personally, unless <i>you</i> give <i>us</i> written notice, including full contact details, appointing someone else in his/her place.
Other insurance clause	5.15	If at the date on which the <i>legal action</i> commenced, <i>you</i> had <i>legal expenses</i> cover under another policy, or <i>you</i> are otherwise entitled to indemnity from any other source, (even if an excess applies) <i>we</i> do not have to reimburse <i>your legal expenses</i> , even if the other policy has a condition to the same or similar effect, but <i>we</i> will provide cover to <i>you</i> until the availability of such other insurance or indemnity is determined provided <i>you</i> co-operate with <i>us</i> in reviewing other insurance or indemnity entitlements.

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