



Prize Indemnity Insurance Policy Wording

Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as the Insured party, agree to pay the premium(s) stated in the Schedule and Western Pacific Insurance Limited (WPIL) agrees to provide the insurance cover set out in this Policy and according to this contract of insurance.

Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out in the definitions section of this Policy document.

Defined words include any plurals or other derivatives of those words or terms as the context requires.

Headings are used for reference only and are not part of the Policy for interpretation purposes.

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What is covered in this Contract of Insurance

Subject always to the Limit of Indemnity and Conditions Precedent set out in the Schedule and to the terms of this Policy, following payment of the premium payable for the Period of Insurance and on acceptance of a claim, WPIL will pay the net cost to supply a prize for the achievement specified in the Schedule.

Claims and what will be paid

1. If anything happens or an event occurs which may result in a claim being made on this Policy, then as soon as you know about that event you must:
 - a. Do as much as you can to minimise any loss or liability and prevent further loss or liability.
 - b. Report any questionable matter to the police.
 - c. Tell WPIL immediately.
 - d. Tell WPIL immediately if any information or assistance is asked for or any communication or documentation is received by you.
2. Unless WPIL agrees you must not:
 - a. Incur any cost or expense in connection with the claim.
 - b. Dispose of any property which is part of the claim.
 - c. Negotiate or pay or settle or admit or deny any claim.
 - d. Start any legal proceedings.
 - e. Do anything which may prejudice WPIL's ability to defend a claim made against you or to recover any part of any loss from any person responsible.
3. If WPIL so requires you must:
 - a. Authorise any other party to provide personal information about you in connection with your claim to us.
 - b. Complete any claim form and return it to WPIL within any period requested.
 - c. Provide a statutory declaration to confirm the loss or liability claimed and submit to cross-examination under oath if WPIL so requires.
 - d. Provide any information or help as WPIL may reasonably require to support the claim.

If WPIL accepts a claim, WPIL is entitled to act in your name and on your behalf in relation to that claim at our cost. WPIL can also retain any property that we have paid a claim for or dispose of it and be entitled to keep the proceeds of any sale. WPIL is also entitled to take over any legal rights you may have in relation to the recovery under this Policy for your loss and is able to exercise such rights for WPIL's benefit. Any such action or exercising of legal right will be at WPIL's cost including any amount payable to you but you must agree to assist if WPIL reasonably requires it and provide any information WPIL reasonably requests.

Amount Payable

The maximum amount payable under this Policy shall never exceed the Limit of Indemnity shown in the Schedule and the excess payable shall be deducted from such maximum amount payable.

What is not covered in this Contract of Insurance

Under this contract of insurance WPIL does not cover:

1. **Financial loss caused by:**
 - a. insufficient capital or absence or withdrawal of financial support which is necessary to enable the prize event, or part of it, to take place;
 - b. breach of contract or illegality on the part of any Participant in the prize event or part;
 - c. insufficient ticket sales, lack of audience or other public support for the prize event or part;
 - d. any dishonest, fraudulent, criminal, willful or malicious act committed or alleged to have been committed by you or by any of your directors, officers, employees, agents or other representatives;

- e. any actual or alleged dishonest, fraudulent, criminal, willful or malicious act committed anywhere by any Participant.
2. The amount of any excess shown in the Schedule which will be deducted from every claim.
3. Loss caused by any act of terrorism, which means an act including but not limited to the use of force or violence or the threat of force or violence of any person or groups of persons whether acting alone or on behalf of or in connection with any organization or government which, by its nature or context, is done for or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government or to put fear into the public or any section of the public unless and to the extent that cover for this is specifically endorsed onto this policy.;
4. Loss arising from nuclear weapons, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste which results from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel;
5. War, invasion, act of foreign power, war-like operations, whether war has been declared or not;
6. Civil war, rebellion, revolution, insurrection, military or usurped power;
7. Confiscation, acquisition, loss or damage by order of any government, local body or authority the order of any court, tribunal or administrative authority, acting within its proper jurisdiction which affects the prize event;
8. Strike or any other form of industrial action, on the part of your employees or of any participants in the prize event;

Other important information and terms

1. Disclosure

When applying for insurance, you have a general legal duty of disclosure. You must tell WPIL everything that may be relevant to WPIL's decision to issue, renew or alter this contract of insurance including in relation to the level of premium, deciding on the Conditions Precedent and exclusions of liability. All statements and representations must be true and correct. All benefits under this Policy will be forfeited if any claim under this Policy is in any respect fraudulent. The duty of disclosure relates not only to matters and facts existing at the time of applying for this insurance but is also ongoing in relation to any matter which may increase the possibility of loss arising.

If you are not sure whether to disclose a fact to WPIL, you should discuss the situation with WPIL.

2. Breach of Terms

No claim will be payable under this Policy if any person entitled to any benefit under the Policy or any associated party is fraudulent in any way or breaches any of the terms and conditions set out in this contract of insurance.

3. Change of Circumstances

You must advise WPIL of any change of circumstances or material fact relevant to the Policy as soon as you are aware of the change of circumstances and any such information which may effect WPIL's decision whether or not to provide insurance to you and on what terms.

A change of circumstance includes, but is not limited to, yourself or any person entitled to a benefit under this Policy committing, being charged with or convicted of any criminal offence but not including traffic offences.

4. Governing Law

This Policy and the contract of insurance is governed by the laws of New Zealand. Any dispute in relation to the contract of insurance can only be determined by the courts of New Zealand.

5. Payment of Premium

Unless specifically agreed by WPIL in the Schedule, it is acknowledged by you that no cover shall be provided under this contract of insurance until any premium is paid by you to WPIL or an agent nominated by WPIL.

6. Other Insurance Policies

If any other insurance policy is arranged in relation to the Covered Event, then you must advise WPIL immediately and WPIL reserve the right to amend this policy as it sees fit. If there is any such other policy applicable, then to the amount allowed by law, WPIL will only pay out on this policy over and above the amount payable by the relevant insurance company under any other policy.



7. Notices

Any notice or disclosure to be given to WPIL by you under this policy must be given in writing to either our head office or our approved agent. Notice by WPIL to you under this policy will be given by delivery in person or posted to the last postal address advised to WPIL by you.

8. Joint Insured Parties

If you or the insured as detailed in the Schedule is more than one individual then you are each jointly insured and any breach by one individual of those joint persons shall be taken as being a breach by all of them.

Payment under this contract of insurance to any party named in the Schedule shall constitute settlement of all of our obligations under this contract of insurance for any such claim.

9. Cancellation and Assignment

WPIL can cancel this Policy by giving you 15 days notice which notice period shall start from the day we deliver or post the notice. Any unused premium, on cancellation, will be paid to you on a pro-rata basis at WPIL's discretion.

Due to the nature of this Policy the contract of insurance cannot be cancelled by you once coverage is in place unless specified in the Schedule. The Insured shall not be entitled to assign this Policy without the written consent of WPIL.

10. GST

Any amount to be paid under a claim shall exclude GST only if WPIL can recover the GST amount. Otherwise and any other amount mentioned in this policy shall include GST.

11. Confidentiality

The existence of this contract of insurance shall not be disclosed by the Insured to any third party.

Policy Definitions

The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

“Conditions Precedent” means the conditions set out in the Schedule which must be satisfied by the Insured before any indemnity will be provided by WPIL or any claim accepted by WPIL.

“Effective Date” means the date cover under this policy commences, being the date shown in the Schedule or the date we receive payment of the premium, whichever is the later.

“Expiration Date” means the date cover under this policy ends as shown on the Schedule.

“Limit of Indemnity” means the amount shown in the Schedule as being the maximum amount payable by WPIL under this contract of insurance.

“Participant” means any individual, company or association involved with any aspect of the prize event.

“Period of Insurance” means the period detailed in the Schedule and any renewal further agreed to by WPIL and for which you pay the applicable premium.

“Policy” means this policy wording forming part of the contract of insurance between the insured and WPIL.

“Schedule” is the most recent and current policy schedule including any expiry notice or insurance renewal issued to you.

“We, Us, Our and/or WPIL” means Western Pacific Insurance Limited.

“You, Your and/or The Insured” means the insured person(s) or party named in the Schedule.