



POLICY WORDING

This **Policy** is a contract between **You** (named in the **Policy Schedule**) and the **Underwriters** and is managed by Delta Insurance New Zealand Limited (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Policy Schedule** has been paid in the required manner, **Underwriters** shall provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Policy Schedule** during the **Period of Insurance**.

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IMPORTANT INFORMATION

This document, the **Policy Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Underwriters**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents as soon as practicable to the Insurance Intermediary who arranged this **Policy** on your behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Policy Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below

- **You** notify **Your** Insurance Intermediary as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

INFORMATION THAT YOU PROVIDE TO US

We are relying upon the information **You** provide to **Us**, either directly or through **Your** Insurance Intermediary, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Your** Insurance Intermediary that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **Underwriters** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **Underwriters** might, for example:

- Treat this **Policy** as if it never existed and return **Your** premium paid; or
- Cancel this **Policy** and refuse to pay any **Claim**; or
- Revise the premium; or
- Charge an additional premium; or
- not pay a **Claim** in full.

We will write to **You** via **Your** Insurance Intermediary if **Underwriters** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

HOW TO MAKE A CLAIM

If **You** need to notify a **Claim** or possible **Claim**, **You** should contact **Our** Claims Department as soon as practicable after **You** become aware of a cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Tel: +64 9 300 0165

Email: claims@deltainsurance.co.nz

Post: Delta Insurance New Zealand Ltd,
PO Box 106 276, Auckland 1143.

You should provide **Your** Policy Number (which is listed on the **Policy Schedule**) and brief details of the circumstances. **We** will promptly send **You** a Notification Form for completion once contact is made and this must be returned to **Us** as soon as practicable.

If **You** encounter any issues with this process, **You** should contact **Your** Insurance Intermediary who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your** Insurance Intermediary will be able to assist **You** with making the claim and any further issues that may arise.

FRAUDULENT CLAIMS

If **You** or any other person acting on **Your** behalf make any request for payment under this **Policy** knowing it to be fraudulent or false through concealment, misstatement or deliberative provision of false information, in any respect or if **You** ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which **Legal Expenses** cover under this **Policy** is being requested, then **We** will cancel this **Policy** and not refund any premium to **You**. **Underwriters** shall be entitled to recover any **Legal Expenses** previously paid that were fraudulent or false.

CANCELLATION

You may cancel this **Policy** at any time by providing **Us** with written notice stating when such cancellation shall be effective, either directly or through **Your** Insurance Intermediary who arranged this **Policy** for **You**. **We** will refund the premium **You** have paid to **Us** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**, provided **You** have not made a **Claim** and post receipt of a No Claims Declaration by **You**. **We** may cancel this **Policy** by giving thirty (30) days written notice to **You** at **Your** last known address and to **Your** Insurance Intermediary. **We** will only do this for a valid reason, for example:

Failure to pay the premium within 60 days after the Inception Date set out in the **Policy Schedule**; or

Non-cooperation or failure to supply information or documentation upon request; or

A change in risk occurring such that **We** are no longer able to provide **You** with insurance cover; or

If **You** are placed in liquidation, receivership or administration or bankruptcy or if any application is

made to the Court or meeting convened for any these purposes.

If this **Policy** is cancelled for any reason, then, **We** will refund the premium **You** have paid less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**, provided that **You** have not made a **Claim** and post receipt of a No Claims Declaration by **You**.

COMPLAINTS

We treat complaints seriously. If **You** have a concern about this **Policy** or the insurance services

We provide, please let **Underwriters** know. Please contact the **Underwriters**:

Compliance Department
Antares Managing Agency Limited
21 Lime Street, London EC3M 7HB
Tel: +44 207 959 1900

Email: compliance2@antaresunderwriting.com

Underwriters will acknowledge **Your** complaint and attempt to resolve it within 10 business days, if **Underwriters** have all necessary information and have completed any investigation required. If further information or investigation is required, **Underwriters** will agree reasonable alternative timeframes with **You**.

In the unlikely event that this doesn't resolve the matter or **You** are not satisfied with the way **Your** complaint about this **Policy** has been dealt with, **You** can contact the **Underwriter** directly at:

Lloyd's General Representative in New Zealand
C/O Hazelton Law
Level 3, 101 Molesworth Street
P O Box 5639, Wellington, New Zealand
Tel: +64 4 472 7582
Email: scott.galloway@hazelton.co.nz

If **Your** complaint remains unresolved after this, **You** can refer the matter to the Insurance & Financial Services Ombudsman (IFSO). The IFSO provides free and independent dispute resolution services for consumers who have general insurance disputes. The contact details for the IFSO are:

Insurance & Financial Services Ombudsman
Free Phone: 0800 888 202
Telephone: + 64 4 499 7612
Fax: + 64 4 499 7614
Post: PO BOX 10-845, Wellington 6145, New Zealand
Email: info@ifos.co.nz

DEFINITIONS – WORDS WITH SPECIFIC MEANINGS

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Policy Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

Any One Claim

All **Claims** or possible **Claims** arising from the same original cause, event or circumstance.

Appointed Representative

A lawyer, patent or trademark agent or other appropriately qualified person appointed to act for

You in accordance with the terms of this **Policy**.

Business Description

As specified in Item 1C of the **Policy Schedule**.

Claim

A claim under this **Policy** for **Legal Expenses**.

Co-Insurance

The amount specified in the **Policy Schedule** that **You** must pay expressed as a percentage of **Legal Expenses** in respect of **Any One Claim** above any **Excess** specified in the **Policy Schedule** before **Underwriters** shall be liable to make any payment under this **Policy**.

Endorsement

Any changes to the terms and conditions of this **Policy** or **Policy Schedule** which form part of this insurance contract.

Excess

The amount specified in the **Policy Schedule** **You** must pay in respect of **Legal Expenses** in respect of **Any One Claim** before **Underwriters** shall be liable to make any payment.

Policy Schedule

The document showing details of the cover **You** have purchased.

Intellectual Property

The patents, trademarks or designs declared by **You** and specified in the **Policy Schedule** which are the subject of patents applied for or granted, registered trademarks or registered designs owned by **You**.

Legal Expenses

Any professional fees, expenses and other disbursements reasonably incurred by the **Appointed Representative** with **Underwriters'** prior written consent; and any costs incurred by other parties for which **You** are held liable in Court or tribunal proceedings or become liable to pay these costs under a settlement made with another party with **Underwriters'** prior written consent.

License Agreement

An agreement current during the **Period of Insurance** and specified in the **Policy Schedule** that is between **You** and a **Licensee** for the exclusive use of the **Intellectual Property** within the **Territorial Limits**.

Licensee

All parties to a **Licence Agreement** other than **You**.

Limits of Our Liability

Underwriters maximum liability under this **Policy** is limited to the amounts specified in Item 3A of the **Policy Schedule** for:

- **Any One Claim**; or
- All **Claims** notified during the **Period of Insurance**.

Period of Insurance

As specified in Item 2 of the **Policy Schedule**.

Policy

The contractual terms and conditions of insurance coverage and benefits payable to **You** set out in this document, **Policy Schedule**, and any **Endorsements**.

Public Relations Expenses

Any professional fees or expenses reasonably incurred by **Your** public relations agency with **Our** prior written consent.

Revocation

Any action disputing **Your** ownership of **Intellectual Property** after that ownership is obtained. Ownership means grant of the patent, registration of the trademark or registration of the design.

Territorial Limits

As specified in Item 9 of the **Policy Schedule**.

Underwriters

The underwriters named in Item 13 of the **Policy Schedule**.

We / Us / Our

Delta Insurance New Zealand Limited, who manage this **Policy** on behalf of **Underwriters**.

You / Your

The company, firm, partnership or individual as specified in the **Policy Schedule**.

CONDITIONS PRECEDENT

You must comply with the following Conditions Precedent, unless **We** agree in writing to the contrary, before any contractual duty that **Underwriters** might have to **You** under this **Policy** arises.

1. Notification of Claims

It is a condition precedent to **Underwriters'** liability that **We** be notified by **You** in writing during the **Period of Insurance** and as soon as practicable after **You** are aware of any cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Where this notification has been given, **We** agree to treat any subsequent **Claim** in respect of the same cause, event or circumstance as notified as though the subsequent **Claim** had been notified during the **Period of Insurance**.

2. Our Consent

It is a condition precedent to **Underwriters'** liability that **Underwriters'** consent to incur **Legal Expenses** must be obtained in writing prior to **You** incurring any **Legal Expenses**. This consent will be given by **Underwriters** if **You** can satisfy **Us** that:

- a it is reasonable to incur **Legal Expenses** having regard to the proportionality between the

remedy claimed and the **Legal Expenses** to be incurred and;

- b where **You** are pursuing a claim, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
- c where **You** are defending a claim, the other party does not have reasonable prospects of proving **Your** legal liability;

If during the course of a **Claim** **You** cease to satisfy **Us** in respect of the applicable points a-c above, all future payments will cease in respect of **Legal Expenses** related to that **Claim**.

- The decision to grant or withhold **Our** consent will be made on receipt of the following information:
- a fully completed insurance notification form; and
- the information and documentation **We** reasonably request; and
- a legal opinion from the **Appointed Representative** as to the applicable points a-c above; and
- any advice **We** may deem necessary to take.

Underwriters may require **You** to obtain an opinion from Senior Counsel at **Your** expense assessing the merits of the subject matter of the **Claim** and any legal action. If based upon this opinion **Underwriters** are satisfied in respect of the applicable points a-c above the **Legal Expenses** in obtaining that opinion will be paid by **Underwriters** within the **Limits of Our Liability**.

In granting consent **Underwriters** undertake to pay **You** subject to the terms and conditions of this **Policy** and the **Policy Schedule** but this consent does not imply that all **Legal Expenses** will be paid. In particular, **Legal Expenses** for matters that go beyond the immediate scope of the **Claim** shall be deemed by **Underwriters** to fall outside the insurance coverage provided by this **Policy**. **Underwriters** reserve the right to limit consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of **Underwriters'** continued consent.

If after **Underwriters'** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Policy** and the **Policy Schedule**, **Our** consent will be withdrawn and no insurance coverage under this **Policy** shall be provided for this **Claim**. **Underwriters** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** elect to proceed with the pursuit or defence of a dispute or legal proceedings to which **Underwriters'** consent has not been granted because **You** have not satisfied applicable points a-c above, and if **You** are successful in this pursuit or defence, **Underwriters** will pay the **Legal Expenses** incurred after **Underwriters'** consent had not been granted subject to the terms and conditions of this **Policy**.

With **Your** agreement, **Underwriters** may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this **Policy** subject to the payment of the **Excess** and **Co-insurance** within the **Limits of Our Liability**.

3. Disclosure

It is a condition precedent to **Underwriters'** liability that:

- a **You** must give the **Appointed Representative** and **Us** all necessary cooperation, assistance and information including a complete and truthful account of the facts of the **Claim** and all relevant documentation or other evidence in **Your** possession; and
- b **You** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
- c **You** must instruct the **Appointed Representative** to provide **Us** with any information, documents or advice in connection with any **Claim** and the subject matter of any **Claim** even if privileged and you waive any privilege to the extent necessary to give full effect to our entitlement in this respect; and
- d **You** must instruct the **Appointed Representative** to provide **Us** with regular updates on the progress of the subject matter of any **Claim** and inform **Us** as soon as practicable if and when any circumstance adversely impacts the factors on which **Underwriters** granted consent.

The insurance coverage under this **Policy** may be withdrawn if **You** fail to co-operate with **Our** or the **Appointed Representative's** requests or if **You** or the **Appointed Representative** fails to provide **Us** with any information in connection with any **Claim** or the subject matter of any **Claim**.

4. Offer of Settlement

It is a condition precedent to **Underwriters'** liability that **You** must inform **Us** in writing as soon as an

offer to settle the subject matter of the **Claim** is received and/or **You** propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, **You** must give consideration to the **Legal Expenses** incurred or likely to be incurred and recovered.

No insurance coverage under this **Policy** shall be provided if **You** enter into any agreement to settle without **Our** prior written consent (this consent not to be unreasonably withheld) and **Underwriters** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** reject an offer of settlement which **Underwriters** recommend that **You** accept, or **You** make an offer with which **Underwriters** do not agree, no further insurance coverage under this **Policy** shall be provided for the subject matter **Claim**.

Underwriters may at their discretion decide to pay **You** the amount of damages that **You** are claiming or that are being claimed against **You** instead of paying **You** for **Legal Expenses** to pursue or defend the dispute or legal proceedings. Where **Underwriters** exercise this discretion **Underwriters** will cease to be liable for any further **Legal Expenses** for the subject matter **Claim**.

SECTIONS OF COVER

The Sections of Cover applicable to **You** are specified in the **Policy Schedule**.

Underwriters will only pay **You** for **Claims** where the dispute or legal proceedings are or would be within the **Territorial Limits** and the **Claim** is notified during the **Period of Insurance** and the dispute or legal proceedings are in connection with activities within the scope and extent of **Your Business Description**.

SECTION A – INTELLECTUAL PROPERTY

WHAT IS COVERED

Underwriters agree to pay **You** for **Legal Expenses** incurred in any dispute or legal proceedings to:

- Pursue a third party for an allegation of infringement of **Intellectual Property**; or
- Defend an allegation of infringement in civil proceedings made by a third party over the use of **Intellectual Property**; or
- Defend an action for **Revocation** of the **Intellectual Property**.

SECTION B – LICENCE PROTECTION

WHAT IS COVERED

Underwriters agree to pay **You** for **Legal Expenses** incurred in:

- A dispute with a **Licensee** under a **Licence Agreement** for the use of **Intellectual Property**; or
- The defence of an allegation of infringement by a third party, other than by **You**, against a **Licensee** under a **Licence Agreement**

SECTION C – CRISIS COMMUNICATION

WHAT IS COVERED

Underwriters agree to pay **You** for **Public Relations Expenses** arising from any dispute or legal proceedings covered under Section A or B above, provided the adverse publicity threatens to damage **Your** reputation and/or **You** will suffer a financial loss.

GENERAL EXCLUSIONS

WHAT WE DO NOT COVER

Underwriters shall not be liable to pay **You** for **Legal Expenses** incurred in respect of:

1. **Your** defence in civil legal proceedings arising from:
 - a Injury or disease including psychiatric injury and stress; or
 - b Loss, destruction or damage of or to property; or
 - c Alleged breach of any professional duty; or
 - d Alleged breach of any duty owed as a director or officer of **You**; or
2. Any dispute or legal proceedings brought, made or commenced outside the **Territorial Limits**; or
3. Any **Claim** where **You** have no **Intellectual Property** in the territory where that dispute or legal proceedings are made, commenced or brought; or
4. **Legal Expenses** incurred without **Our** prior written consent or for a sum in excess of **Our** consent; or
5. Any **Claim** relating to any **Intellectual Property** or **Licence Agreement** not declared by **You** and specified in the **Policy Schedule**;
6. Any **Claim** or possible **Claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this **Policy** and which has or which **You** knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against **You**; or
7. Fines or other penalties imposed by a Court or awards or damages of punitive, exemplary, special or additional nature whether in the form of fines, penalties, multiplication of compensatory awards or damages, or any other form; or
8. Any costs which **You** may be ordered to pay by a Court of criminal jurisdiction; or
9. Any dispute or legal proceedings in respect of which **You** are, or but for the existence of this **Policy** would be, entitled to any payment under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order; or
10. Any **Claim** arising from **Your** intentional wrongdoing or an act or omission with negligent disregard as to its consequences; or
11. Where **You** consist of more than one person or entity, any dispute or legal proceedings between **You**; or
12. Any dispute or legal proceedings arising out of the deliberate conscious or intentional infringement by **You** of a third party's intellectual property;
13. Any **Claim** arising out of action taken by any government, trade regulator or other competent body for breach or alleged breach of any anti-trust or competition legislation; or
14. The technical or routine treatment, preparation, registration or collation of **Intellectual Property** which **You** ought reasonably to carry out and not specifically occasioned by a **Claim** or matters which go beyond the immediate scope of the **Claim**; or
15. Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - a Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or

16. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b Any act including but not limited to the use or threat of force or violence 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

GENERAL CONDITIONS

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **Underwriters** may need to reject **Your Claim** or a **Claim** payment could be reduced. In some circumstances, **Your Policy** may not be valid.

1. Instruction and Choice of Appointed Representative and Counsel

Underwriters will choose an **Appointed Representative** to act on **Your** behalf in any **Claim**.

In all cases the **Appointed Representative** shall be appointed in the name of and on behalf of **You**. If in the course of any **Claim** the **Appointed Representative** wishes to instruct Senior Counsel or an expert, Senior Counsel's or the expert's name and an explanation of the necessity for this instruction must be submitted to **Us** for **Underwriters'** prior written consent to the proposed instruction which will not be unreasonably withheld.

2. Payment of Legal Expenses

All invoices and requests for payment for **Legal Expenses** which **You** receive from the **Appointed Representative** should be forwarded to **Us** as soon as practicable upon receipt. If **We** so require **You**

must ask the **Appointed Representative** to submit to **Us** the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. **You** are responsible for payment of all **Legal Expenses**. **We** may settle these requests for payment of **Legal Expenses** directly at **Our** discretion if requested by **You** to do so. The payment of some **Legal Expenses** by **Us** is not an indication that all **Legal Expenses** will be paid.

3. Recovery of Costs

Whenever **You** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **Underwriters**.

You and **Your Appointed Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **You** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **Underwriters**. Where this settlement is paid in instalments all costs to **Underwriters** shall be paid first.

4. Appeal Procedure

If, following legal proceedings to which **Underwriters** have given prior written consent, **You** wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to **Us** through the **Appointed Representative** as soon as practicable so that **Underwriters** may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in **Your** favour following legal proceedings to which **Underwriters** have given prior written consent, **You** must notify **Us** as soon as practicable in order that cover may continue. **We** will inform the **Appointed**

Representative of **Underwriters'** decision as to cover continuing. If **We** so require it **You** must co-operate in an appeal against the judgment or decision of a Court or tribunal.

5. Duty to Mitigate

You must take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings.

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim**.

6. Alteration of Risk

You must notify **Us** as soon as practicable in writing of any change in circumstances that might affect **Our** decision to provide **You** with this **Policy** or the premium charged. Examples include changes to **Your Business Description** or the acquisition of or by another company.

7. Exercise of Reasonable Care

You must exercise reasonable care to prevent injury, loss or damage to **You** or others and comply with all the terms and conditions of this **Policy**.

8. Arbitration

Any dispute between **You** and **Us** and/or **Underwriters** shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both **You** and **Us** or upon failing agreement, a lawyer who is nominated by the President of the Law Society of New Zealand. The apportionment of the costs of the arbitration between **You** and **Us** shall be determined by the Arbitrator.

9. Governing Law and Jurisdiction

This **Policy** and any issue, including all and any disputes, relating to its formation, construction, validity or operation shall be determined by the laws of New Zealand whose Courts shall have exclusive jurisdiction to hear any dispute.

10. Privacy Act 1993

You agree that any information provided to **Us** regarding **You** will be processed by **Us** in compliance with the provisions of the Privacy Act 1993 for the purposes of providing insurance, facilitating renewal of insurance and handling **Claims**, if any, which may necessitate providing this information to third parties including **Your** Insurance Intermediary and **Your** data being transferred outside of New Zealand.

11. Your Insolvency or Liquidation

If **You** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes **We** have the right to cease to provide insurance

coverage under this **Policy** for **Legal Expenses** despite any previous consent **Underwriters** may have granted.

12. Third Parties

This **Policy** is not intended to create an obligation enforceable at the suit of any person who is not a party to this **Policy**, and any such person shall have no right to enforce any obligation under this **Policy** under the Contract and Commercial Law Act 2017.

13. Sanctions, Export and Exchange Control

We shall not be deemed to provide insurance cover and **Underwriters** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** and/or **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Singapore, the European Union, United Kingdom or United States of America.

14. Several Liability

Underwriters' liability under this **Policy** is several and not joint with other underwriters party to this **Policy**. An underwriter is liable only for the proportion of liability it has underwritten. An underwriter is not jointly liable for the proportion of liability underwritten by any other underwriter; nor is an underwriter otherwise responsible for any liability of any other underwriter that may underwrite this **Policy**.

The proportion of liability under this **Policy** underwritten by an underwriter (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown on the **Policy Schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an underwriter. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion; nor is any member otherwise responsible for any liability of any other Underwriter that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this section to “this **Policy**” in the singular, where the circumstances so require this should be read as a reference to **Policies** in the plural.

15. Other Insurance

This **Policy** shall apply only in excess of any other valid and collectable insurance, whether or not such insurance is collected, unless such other insurance is specifically stated to be in excess of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

16. Assignment

This **Policy** and any and all rights hereunder are not assignable.

17. Address for Service

Delta Insurance New Zealand Limited, as agent for and on behalf of the **Underwriters**, will accept notification of any **Claims** upon presentation to the address set forth in the **Policy Schedule**.

18. Entire Agreement

You agree that this **Policy**, including the proposal form and any **Endorsements**, constitutes the entire agreement between **You** and the **Underwriters** or any of their agents relating to this insurance.