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## General and Statutory Liability Policy Deconstructed

### HEADS UP!

We may sound like a broken record but before you buy the Programme offered by i2iContractorCover®, you have to read and understand the details.

This document is designed to help you understand all the insurance jargon that's relevant to you as an independent Contractor using everyday language. It is not financial advice. If you get to the end of this and you're still a bit muddy, you contact [kirsty@i2ibrokers.co.nz](mailto:kirsty@i2ibrokers.co.nz) for a chat about this policy.

### General Liability

Here's what it'll do

#### **General & Products Liability:**

- TAI's got your back if someone gets hurt or their stuff gets wrecked while you're on the clock and it was during the time your policy was humming along BUT if the chaos goes down outside NZ , you're on your own!

#### **Defence Costs:**

- TAI will foot the bill for legal costs needed to defend you if someone decides to sue. (we're talking investigation, negotiation, and all that jazz to settle claims against you)
- Once TAI's hit their max payout limit (Limit of Indemnity) for a claim, their wallet's closed for more defence costs, and if a claim costs more than what they've agreed to cover, they'll stump up for their part of the defence costs only.

#### **Limit of Indemnity:**

- For any single claim or a bunch of claims from one messy incident, TAI will pay up to the Limit of Indemnity.
- If your products cause a ruckus, there's a separate cap called the Goods/Products Limit of Indemnity, as spelled out in your schedule.

#### **Excess:**

- You'll need to cover a chunk of the bill (Excess) for each incident, as listed in your schedule unless there's a



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different amount for any of those bonus extras that TAI have thrown in.

## The Perks

### **Business Advice or Service:**

- While your Professional Indemnity policy steps in if your advice or service causes someone to get hurt or their stuff to get wrecked, this section will cover you for mishaps by your first aid or medical help squad while they're on the clock.

### **Business Travel to a Non-Territorial Country:**

- Even though TAI don't cover work trips outside your usual spots, they'll back you up if your big shots or sales pros jet off to another country for a bit but only if you have no permanent digs or business ties there and there's no coverage at all for work involving vehicles or boats!

### **Care, Custody or Control:**

- Normally, TAI don't cover stuff in your care, but if something goes wrong with property (even your employees' gear) while it's under your watch during biz hours, they've got your back up but only up to a certain amount.

### **Forest and Rural Fires Act:**

- Skipped as not relevant to a white collar contractor

### **Hot Work Away From Own Premises:**

- Skipped as not relevant to a white collar contractor

### **Innkeeper's Liability:**

- Skipped , irrelevant to a white collar contractor

### **Lost or Stolen Keys:**

- TAI have you covered if you need new locks because someone swiped or copied your keys without your say-so (only if the keys are for your business and you're not the owner or renter) There's also a cap on what they'll pay, check the policy.



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### **Product Withdrawal Costs:**

- Though TAI usually skip product recalls, they'll pitch in 80% of the tab to pull your products in New Zealand if they're causing issues already covered by your policy. Check the policy for the limit; it includes defence costs within that cap, not on top.

### **Punitive or Exemplary Damages:**

- Your insurer (and all other insurers) usually steer clear of fines and extra damages, but TAI have got your back for punitive or exemplary damages ordered by a Kiwi court related to your biz (but we won't cover serious stuff like assault or fraud) and there's a cap on how much TAI will pony up.

### **Service/Repair – Vehicle and Watercraft:**

- Skipped , not relevant to a white collar contractor

### **Tenant's Liability:**

- TAI are here if there's damage to a place you lease, including fixtures as long as you don't own any of it and it happened because of a legitimate whoopsie on your part during the policy period.

### **Underground Services, Vehicles/Mobile Mechanical Plant Liability and Vibration/Removal of Support**

- Skipped, not relevant to a white collar contractor.

### **What's not Covered:**

This insurance won't cover any claims, incidents, or losses caused by or related to:

Looks worse than it is, broken down it's excluding anything illegal, wilful, against public policy or would be covered by another insurance policy (whether you have it or not)

### **Aircraft:**

- No dice if something goes awry with an aircraft you own, operate, or that uses your products.

### **Building Defects:**

- Skipped, not relevant.



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### **Business Advice or Service:**

- If your advice or service stirs up trouble, TAI are not covering that mess (this is a Professional Indemnity problem)

### **Contractual Liability:**

- Liabilities you sign up for in contracts? Usually not TAI's gig, unless the law makes you do it. They might make an exception for contracts we've given the thumbs-up.

### **Defamation:**

- No protection from legal hot water if you've been bad-mouthing others.

### **Employer's Liability:**

- Injuries to your own crew at work? Nope, and we're not on the hook for workers' comp either.

### **Faulty Workmanship:**

- Skipped, not relevant.

### **Fines and Exemplary Damages:**

- TAI aren't paying up for fines or penalties, even if the judge is laying down the law.

### **Forest and Rural Fires Act:**

- Liability under this act? Usually not covered, unless you'd be in the hot seat anyway. Kinda not relevant!

### **GMO (Genetically Modified Organisms):**

- Skipped, not relevant.

### **Hot Work Away From Own Premises:**

- Skipped, not relevant



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### **Loss of Use:**

- No payouts for not being able to use stuff you didn't break, unless it's because of a mishap with your products.

### **Offshore Oil or Gas Platforms:**

- Skipped, not relevant

### **Pollution:**

- Skipped, not relevant

### **Product Recall:**

- Recalling your products due to flaws? Not covered, unless it's a sudden snag after your stuff is already out there.

### **Property in your Care, Custody or Control:**

- Damage to your own stuff , Nope, not covered but limited cover for other peoples stuff.

### **Reinstatement, Repair or Replacement of Your Products:**

- If your products get banged up, that's your headache, not TAI's.

### **Territorial Limits:**

- Claims or work done outside TAI's agreed-upon coverage spots? Nope, unless your products mysteriously pop up there without your say-so.

### **Underground Services, Vibration and Removal of Support or Watercraft**

- Skipped. Not relevant to a white collar contractor

### **Vehicles:**

- Problems with vehicles you're using? Claim under your Motor policy as there is no cover under this one.



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**Abuse:**

- No hugs for claims involving actual or alleged abuse.

**Asbestos:**

- Nope, we won't cover anything related to asbestos.

**Communicable Disease:**

- No high-fives for liabilities from any nasty bugs or diseases spreading around.

**Cyber Loss:**

- Sorry, no coverage for digital disasters or cyber whoopsies.

**Deliberate and Dishonest Acts:**

- No high-fives for sneaky, dishonest, or downright mischievous acts.

**Legal Jurisdiction:**

- No coverage for legal drama in far-off lands or chasing fines from international courts.

**Nuclear Fuel:**

- No coverage for anything nuclear-related, from reactors to radioactive materials.

**Terrorism:**

- Sorry, no coverage for any spooky stuff related to acts of terrorism.

**War:**

- No coverage for chaos caused by wars, invasions, rebellions, or anything that sounds like trouble.



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## Policy Conditions:

### Assignment:

- You can't pass on your policy perks to someone else without TAI's OK scribbled in writing.

### Cancellation:

- You're free to bail on this policy anytime by giving i2iContractorCover® a heads-up in writing. Easy peasy.
- TAI can also hit the cancel button, but they'll give i2iContractorCover® notice to pass onto you and the policy waves goodbye 30 days later at 4 pm.

### Adjustment of Premium:

- If you cancel early, TAI will keep a slice of the premium pie for the time you were covered. If TAI call it quits, you'll get back the unused premium, fair and square. There's no return of any fees or commissions , big no-no!

### Allocation of Costs:

- If TAI are covering a claim but it's tangled with something else not on their watchlist, they'll only chip in their fair share of the legal bill.
- If no one can agree on what's fair, TAI will call in a neutral lawyer to make the final call. Fair's fair!

### Change of Terms:

- TAI might shake things up with this policy—like tweaking the fine print or your deductible. They'll give i2i Brokers a heads-up, and it takes effect after 30 days.

### Compliance with the Policy:

- Stick to the rules! If anyone covered under this policy breaks them, TAI might have to say "no thanks" to any claims or even cancel it all.

### Conduct of Claims:

- Hold off on any deals or promises related to a claim without TAI giving the nod first. TAI might jump in to handle a claim in your name if they're covering it so be nice and play ball.



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### **Cross Liability:**

- If there's more than one of you under this policy, each one gets treated like they have their own insurance. But there are limits—no doubling up!

### **Defence of Legal Proceedings:**

- If TAI's lawyer says it's best not to fight a claim, they might step back. But if you think they're wrong, they'll bring in a second opinion. If a second opinion hits a wall, the head honcho at the New Zealand Law Society will pick a new lawyer to consult.

### **Fraudulent Claims:**

- Don't even think about pulling a fast one. If you try to sneak in a fake claim, this policy vanishes faster than a magician's rabbit.

### **Goods and Services Tax:**

- If taxman wants his share on any claim payout, TAI will cover that too. On top of the policy limit, of course!

### **Disputes about this Policy:**

- Any squabbles about this policy will be settled down under in New Zealand. Kiwi courts are the top dogs!

### **Your Warranty:**

- Everything you told i2i Brokers and/or TAI in your application better be true. That's the foundation of this policy.

### **Legislation Changes:**

- If laws change during your policy, those new rules apply too. TAI are flexible, but within the law.

### **Material Change of Facts or Circumstances:**

- If anything major changes that could affect this policy, let i2iContractorCover® know ASAP. TAI might need to tweak things and may ask for more pennies.





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### **New Subsidiary Companies:**

- If you acquire or create a new little sibling company during the policy time, it can tag along for the ride—under a few conditions, of course.

### **Other Insurance:**

- If you've got another policy covering the same thing, spill the beans. TAI don't double-dip when it comes to claims.

### **Reasonable Care:**

- Keep an eye out for trouble. If something looks dodgy, take steps to stop it from becoming a claim. Prevention is better than a payout!

### **Reporting of Claims:**

- Don't sit on any news that might lead to a claim. Keep us in the loop pronto, or risk missing out on coverage. You can find a [Notification of Claim](#) here

### **Sanctions:**

- If covering a claim means TAI break any international rules or laws, consider them hands-off.

### **Subrogation:**

- If TAI pay out on your claim, they get to chase after the other party to recover their costs. Team effort, right?

### **Terms of Policy Conformed to Statute:**

- If local laws change, TAI's policy will adapt to play by the new rules.!

Just remember, this summary is a quick guide.  
If you need more details, check the full policy for the official rules.



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## Statutory Liability

### What does it do?

The Insurer has got your back for fines from claims against your business, but there's a few conditions:

- You knew about the claim during the insurance period.
- You give i2i Brokers the heads-up within 30 days after the insurance period ends.
- The event causing the claim happened after a certain date.
- It's all above board for TAI to cover it legally.

On top of the insurance limit, TAI will swing for reasonable legal costs if:

- You're facing the heat that could end up in a fine covered by this policy.
- Statutory damages might get handed your way.
- You're in the hot seat under the Health and Safety in Employment Act 1992.

Their total bill for legal stuff won't top the policy limit.

Once they've ponied up for any fine or damages, they're out for further legal costs on that claim and if they fork out more than the policy limit to settle a claim, their legal cost coverage gets a trim.

### **Limit of Indemnity:**

- The total payout for all claims during the insurance period won't push past the limit spelled out in your policy schedule.

### **Separate Limits:**

- The cash stash for claims and legal costs is like two separate jars—can't dip into one for the other.

### **Excess:**

- You're on the hook for the excess amount specified in your policy schedule for each claim, legal costs included.



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## The Perks

### Defence Costs if Acquitted:

- TAL's got your legal back if you're cleared of charges where they claim you knew what you were doing.

### Official Investigations:

- Your legal fees for official snoops or public inquisitions in Kiwi land are on TAL, as long as you knew about the mess during your coverage.

### Attendance at Inquiries:

- TAL will cover the coffee and taxi fares for you at court or interviews related to a claim, within reasonable limits.

### Previous Subsidiary Companies:

- Cover is included for companies that were your sidekicks before or during this insurance gig, if the trouble started back then.

### Statutory Damages and Reparations:

- TAL will handle the legal tab for government fines or fix-it bills due to slip-ups in your business moves.

## What's not Covered:

This insurance won't cover any claims, incidents, or losses caused by or related to:

Looks worse than it is, broken down it's excluding anything illegal, wilful, against public policy or would be covered by another insurance policy (whether you have it or not)

1. No luck if you get caught breaking the Commerce Act 1986, unless its specifically mentioned in your policy.
2. TAL won't foot the bill for obeying orders or pay fines for slacking off (Compliance Costs)
3. If you're a repeat offender, this insurance won't bail you out.
4. Claims under certain laws listed in your policy, like the Arms Act 1983 or Crimes Act 1961 can't be covered (they go against public policy!)
5. Nope, we're not covering fines under the Health and Safety in Employment Act (but cover for defending a claim (that wasn't made intentionally) is (as long as you're pleading 'not guilty, your honour)



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6. TAI won't pay for any fines for stepping on toes.
  7. If you knowingly break the law or do something crazy, sorry, no coverage.
  8. If you knew about the problem beforehand or it's from a past policy, TAI are hands-off.
  9. Don't pay up before TAI say yes, or TAI won't cover it.
  10. Work drama with your crew—past, present, or future—is on your tab.
  11. If someone's out to get you legally without official backing, TAI are not stepping in.
  12. TAI won't pay for fines slapped on you for extra punishment by a court.
  13. TAI won't cover any mess related to actual or claimed Abuse.
  14. No dice for any trouble linked to asbestos.
  15. TAI are steering clear of any liability tied to germs, viruses, or diseases spreading around, causing harm or messing up property.
  16. If things go haywire due to Cyber Loss, you're on your own (or better yet, take out a Cyber policy)
  17. Anything shady or sneaky you do on purpose, whether it's fraud or being downright dishonest, TAI won't cover.
  18. If you find yourself tangled up in legal stuff outside Kiwi land or with foreign laws, it's not TAI's problem.
  19. Stay away from nuclear reactors, radioactive materials, or any explosive gadgets using nuclear power—TAI are not touching that.
  20. Any involvement with Terrorism, whether directly or indirectly, is off TAI's insurance radar.
  21. If things escalate to war, invasion, or anything close to a civil uprising or rebellion, TAI are out!

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