Product Recall

Policy wording

Product Recall

Policy wording`

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1. Insuring Clause

In consideration of the premium payable under this Policy, and subject to the terms, conditions, definitions, exclusions, limits of liability and warranties contained herein, **Underwriters** agree to indemnify the **Insured** for its provable and ascertainable **Loss** incurred by the **Insured** which arise solely and directly from, and within twelve months of, an **Insured Event** first discovered during the **Policy Period** and reported to the **Underwriters** during the **Policy Period**, or up to thirty (30) days after expiry of the policy.

2. Definitions

Words shown in **bold** have a particular defined meaning. The **Insured** should refer to the Definitions below to obtain the full meaning of such terms. Also where the context requires:

i. words in the singular will include the plural and vice versa; and

ii. words expressed in one gender shall include all genders; and

iii. references to 'a person' shall include any individual, company, partnership or any other legal entity; and

iv. Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term; and

v. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this Policy are included for convenience only and will not form part of this Policy.

2.1 **Accidental Contamination**: any accidental or unintentional error in the manufacture, production, processing, preparation, assembly, blending, mixing, compounding, packaging or labelling (including any instructions for use) of **Insured Products**, or the introduction into **Insured Products** of a contaminated or unsuitable ingredient or component, or error by the **Insured** in the storage or distribution of any **Insured Products** whilst in the care, custody or control of the **Insured** provided always that the use or consumption of such **Insured Products** has led or would lead to:

2.1.1 internal or external physical symptoms of bodily injury, sickness, disease or death of any person(s) within three hundred and sixty five (365) days following such consumption or use; or

2.1.2 physical damage to or destruction of tangible property other than damage to or destruction of **Insured Products**.

2.2 **Adjuster**: an insurance company representative who investigates claims and makes settlement recommendations based on the estimate of the damages and the company's liability.

2.3 **Auditor**: a person appointed and authorised to examine accounts and accounting records.

2.4 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

2.4 **Contaminated Products**: those **Insured Products** which have been subject to **Accidental Contamination** or **Malicious Tampering**.

2.5 **Crisis Consultant**: as agreed in writing by **Underwriters**

2.6 **Cyber Act:** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**. This may include: a denial of service attack; a hacking attack; a malware infection; or a computer virus.

2.7 **Cyber Incident**:

a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System;** or

b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

2.8 **Data**: information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

2.9 **Increased Cost of Working**: the reasonable and necessary cost, in excess of the ordinary cost of conducting business, that is used to restore the **Insured**'s property to resume operations following an **Insured Event** and which is incurred exclusively for the purpose of reducing **Loss**.

2.10 **Insured**: the entity, or entities, specified in Item 1 of the Schedule.

2.11 **Insured Event**: **Accidental Contamination**, **Malicious Tampering** or **Product Extortion** falling within the terms and conditions of this Policy.

2.12 **Insured Products**: products, including their ingredients, components once incorporated therein and packaging, as declared to the **Underwriters** in the application form and which are in production or have been manufactured, produced, processed, prepared, assembled, blended, mixed, compounded, packaged, labelled or distributed by the **Insured**, or on behalf of and to the order of the **Insured**, and falling within the categories of products listed in the Proposal Form.

2.13 **Loss**: the reasonable and necessary expenses falling within the following categories,

2.13.1 Pre-Recall Expenses

2.13.2 Recall Expenses

2.13.3 Third Party Product Recall Expenses

2.13.4 Loss of Gross Profit

2.13.5 Product Rehabilitation Expenses

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2.13.6 Increased Cost of Working

2.13.7 Product Extortion Demand

2.14 **Loss of Gross Profit**: the difference between:

2.14.1 the **Insured**'s revenue that would have been reasonably projected, but for the sole and direct result of an **Insured Event**; and

2.14.2 the variable costs that would have been incurred (including the cost of raw materials, and all other saved costs).

for the period:

2.14.3 12 months, following discovery of the **Insured Event**; or

2.14.4 during which the **Insured**'s sales revenue remains less than the level at which it would have been reasonably projected had the **Insured Event** not occurred

whichever shall be the first to expire.

2.15 **Malicious Tampering**: any actual, alleged or threatened, intentional, malicious and wrongful alteration or contamination of the **Insured's Products**, by an Employee of the **Insured** or any other person, so as to render it unfit or dangerous for its intended use or consumption or to create such impression to the public.

2.16 **Pandemic** means an outbreak of disease that has been expressly declared to be a pandemic by the World Health Organization or by the New Zealand Government

2.17 **Policy Period**: the period specified in Items 2A and 2B of the Schedule.

2.18 **Pre-Recall Expenses**: the reasonable and necessary cost of chemical analysis, physical examination, other necessary laboratory testing incurred by the **Insured** to ascertain whether the **Insured Products** have been contaminated and/or to ascertain the potential effect of an **Insured Event**.

2.19 **Product Extortion**: any threat or **connected** series of threats to commit **Malicious Tampering**, for the purpose of demanding **Ransom Monies**, that are communicated to the **Insured**.

2.20 **Product Rehabilitation Expenses**: sales and marketing expenses, including reasonable and customary shelf space and slotting fees, reasonably and necessarily incurred by the **Insured** to re-establish the sales level and the market share of **Insured Products** affected by an **Insured Event** to the level reasonably projected prior to the **Insured Event**, taking into account the reasonable projection had no **Insured Event** occurred and all material changes in market conditions of any nature whatsoever.

2.21 **Ransom Monies**: any circulating medium of exchange including but not limited to cash, monetary instruments, bullion or the fair market value of any securities, property or services which the **Insured** has paid under circumstances described as a direct result of **Product Extortion.**

2.22 **Recall Expenses**: the costs and expenses reasonably and necessarily incurred by the **Insured** arising solely and directly out of an **Insured Event** for the purpose of, or in connection with, recalling, withdrawing, reworking, destroying or replacing **Contaminated Products** such as:

2.22.1 communication expenses, including but not limited to emergency incident phone lines, public relations specialists, social media, radio, television, internet and media announcement, newspaper and magazine advertising;

2.22.2 transportation costs in recalling and/or withdrawing **Contaminated Products**;

2.22.3 rent of additional warehouse space;

2.22.4 hire of additional persons, other than regular Employees of the **Insured**, and of additional accommodation for such persons;

2.22.5 remuneration paid to Employees of the **Insured** for overtime;

2.22.6 reasonable out of pocket expenses incurred by personnel under paragraphs (iv) and (v) above, including transportation, other than to and from the Employees' normal place of work;

2.22.7 reasonable and necessary costs incurred by retailers, wholesalers and distributors arising exclusively out of the recalling of **Contaminated Products** on behalf of the **Insured**;

2.22.8 costs incurred by the **Insured** for the physical examination, reworking, re-labeling and/or destruction and disposal of **Contaminated Products**, including destruction and disposal of packaging and labeling material that cannot be reused;

2.22.9 costs incurred by the **Insured** in redistributing reworked or relabelled products provided that the cost of reworking and redistribution does not exceed the cost of replacing the **Contaminated Products**;

2.22.10 costs incurred by the **Insured** in replacing **Contaminated Products** which have been, or will need to be, disposed of or destroyed and delivering them to customers or their nominated agents, or costs incurred by the **Insured** for reimbursing the value of such **Contaminated Products** up to the amount received by or due to the **Insured** for such **Contaminated Products**, providing replacement is not possible;

2.22.11 similar directly related expenses as agreed in writing by the **Underwriters.**

2.23 **Retention**: the amount of any or all **Loss** that the **Insured** shall bear uninsured for each and every **Insured Event** as specified in Item 4 of the Schedule. The limit of liability shall not be reduced by the amount of the **Retention**.

2.24 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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, and includes any action taken in controlling, preventing, suppressing or in any way relating to any such act or acts.

2.25 **Third Party Product Recall Expenses**: the Recall Expenses incurred by a third party where the **Insured Product**, which has been the subject of an **Insured Event**, becomes an ingredient or component in a product manufactured, processed or distributed by a customer of the **Insured** The **Underwriters**' maximum liability for all **Third Party Product Recall Expenses** in the **Policy Period** is shown in the Schedule, such sub limit is part of and not in addition to the Limits of Liability shown in the Schedule.

2.26 **Underwriters**: means the underwriter(s) named in Item 10 of the Schedule.

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3. Conditions

General Conditions

3.1 The **Insured** acknowledges that the **Crisis Consultants**, **Auditors** and **Adjusters** as may be appointed to conduct audits or post-loss valuations do not act in any capacity as agents or advisors in any capacity on behalf of the **Insured** and owe no duty of care, obligation or responsibility to the **Insured**.

3.2 The **Underwriters** shall be permitted to inspect all of the **Insured**'s property, operations, books or records and make copies of same as often as may be reasonably requested at any time whether before or after a loss or claim.

3.3 Individual acts of **Accidental Contamination**, **Malicious Tampering** or **Product Extortion** shall be considered one and the same **Insured Event** if:

3.3.1 With regards to **Accidental Contamination**, such contamination was caused or contributed to by the same or substantially similar error; or introduction of a contaminated ingredient or component; or

3.3.2 With regards to **Malicious Tampering or Product Extortion** the acts in question are threatened, committed or made by the same organisation, group, individual or entity.

3.4 The **Insured** shall use due diligence in doing all things reasonably practicable to avoid or mitigate **Loss** resulting from an **Insured Event**.

3.5 In the event that the **Insured** introduces any new product category during the **Policy Period**, no coverage shall apply under this insurance for **Loss** incurred by the **Insured** arising out of an **Insured Event** relating to such products unless and until:

3.5.1 The **Insured** provides the **Underwriters** with any material information regarding such new products as the **Underwriters** require and a completed, signed and dated declaration:

3.5.2 The **Underwriters** agrees to cover such new products and the **Insured** accepts any special terms, conditions and exclusions and pays any additional premium charge as may be required by the **Underwriters**.

New products introduced by the **Insured** during the **Policy Period** that fall within existing product categories, which were declared to the **Underwriters** in the application for this insurance are Insured Products and do not need to be notified to the **Underwriters** until renewal of the Policy (except in the circumstances outlined in clause 5.11 below). However, in no event shall the **Underwriters** be liable for any **Loss** arising out of any such products if the **Insured** knows or should reasonably know of any circumstances that could give rise to an **Insured Event** affecting such new products.

3.6 Cancellation by the **Insured:** This Policy may be cancelled by the **Insured** upon giving thirty (30) days' written notice at any time. In this event, the **Underwriters** shall refund the unearned premium computed at the customary short rate. No premium will be refunded where any Insured Events have been notified under this Policy.

3.7 Cancellation by the **Underwriters**: This Policy may be cancelled by **Underwriters** at any time due to non payment of premium, otherwise **Underwriters** must provide with thirty (30) days' written notice at any time. In this event, the **Underwriters** shall refund the unearned premium computed at the customary short rate. No premium will be refunded where any Insured Events have been notified under this Policy.

3.8 The **Insured** shall advise the **Underwriters** of any merger with another entity or the acquisition of a majority of all of the assets of another entity by the **Insured**. Coverage shall only apply to those products declared to the **Underwriters** in the Proposal Form and materials submitted with the Application. Coverage shall only apply to products of the newly acquired or merged entities from the date of the merger upon agreement in writing by the **Underwriters**, subject to such further information and any special terms, conditions and exclusions and additional premium charge that the **Underwriters** may require.

3.9 The insurance afforded by this Policy shall operate as primary insurance in relation to any other product contamination or product recall cover specifically named as such that is also purchased by the **Insured**, except when stated to apply in excess of or in coinsurance of such other insurance. When this insurance is primary and the **Insured** is held covered under other specific product contamination or product recall cover stated to be applicable to the **Loss** on an excess basis, the liability under this Policy shall not be reduced by the existence of such other insurance; however, the **Insured** must provide the **Underwriters** with details regarding such excess insurance at the inception date of this Policy.

3.10 The interest hereunder is not assignable by the **Insured** or the **Insured**'s subsidiaries. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured**'s legal representative as the **Insured** would be covered under this Policy.

3.11 The liability of an Underwriter 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 in this Policy. 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..

Claims Conditions

3.12 The **Insured** shall provide the **Underwriters** with immediate notice and details of the discovery, or potential discovery, of an **Insured Event** or as soon as is reasonably practical thereafter.

3.13 When notifying a claim, suit, action or proceeding to which this insurance applies, the **Insured** shall comply with the Policy terms and conditions.

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3.14 The **Insured** shall fully co-operate in the investigation of all claims asserted by such person(s) as the **Underwriters** may appoint and shall provide records and documents as may be reasonably requested by such persons as we designate as often as reasonably requested and producing for inspection at such reasonable place as is designated by the **Auditor/Adjuster** all documents in your possession or control which relate to the matters in question and shall permit extracts or copies thereof to be made.

3.15 In the event of **Loss** under this Policy, claims for payment by the **Insured** shall be made as soon as practicable and shall be accompanied by a computation of the **Loss**, which sets out in detail how the **Loss** has been calculated and what assumptions have been made. The **Insured** shall produce any documentary evidence, books of accounts, bills, invoices and other vouchers and copies of the same which the **Underwriters** or their representatives, including forensic accountants, may require, and the **Insured** shall afford them every assistance in their investigations including reasonable access to the **Insured**'s premises, personnel and necessary documents for the purpose of the computation of the **Loss**.

3.15.1 The **Underwriters** shall determine the amount of any covered **Loss,** taking into account any savings or recoveries or offsetting or make-up of **Loss** which have been made or which the **Insured** could reasonably have been expected to make, and the ability of the **Insured** to resume operations.

3.15.2 **Loss** of **Gross Profit** shall be assessed by the **Underwriters** based on an analysis of the profits generated by the **Contaminated Products**, and other **Insured Products** which lost sales as a direct result of the **Insured Event**, during each month of the twelve months prior to the **Insured Event**, and taking into account:

3.15.2.1 The reasonable projection of the future profitability of such **Contaminated Products** and other affected **Insured Products** had no **Insured Event** occurred;

3.15.2.2 All material changes in market conditions of any nature whatsoever, including but not limited to changes in population, consumer tastes, seasonal variations and competitive environment, which would have affected the future marketing of, and profits generated by, the **Contaminated Products** or other affected **Insured Products**.

3.15.3 In determining the amount of any covered **Loss** the **Underwriters** shall apply standard accounting principles recognised by the relevant Regulatory Authorities in the **Insured**'s jurisdiction. Where the **Insured** is present in more than one jurisdiction the relevant principles to be applied will be those of the jurisdiction in which the entity that has suffered the **Loss** is based.

3.15.4 Where a **Loss** is paid by the **Underwriters** in currency other than that which the premium is paid, the rate of exchange for the payment of **Loss** shall be based on the published wholesale exchange rate on the date written notice of the **Insured Event** is received by the **Underwriters**.

3.16 Whether or not any interim payments have been made a final written statement of **Loss** shall be submitted to the **Underwriters** no later than 24 months after the discovery by the **Insured** of an **Insured Event**

3.17 The **Insured** shall at all times take all necessary and reasonable steps to preserve evidence and provide all other co-operation as may be reasonably required by the **Underwriters** in the event that they were to pursue a subrogated claim. This will apply both before and after any payment has been made by the **Underwriters** under this Policy. If any payment is made under this Policy and there is available to the **Underwriters** any of the **Insured**'s rights of recovery against any third party, then the **Underwriters** shall maintain all such rights of recovery. The **Insured** shall, without charge, give the **Underwriters** all such assistance in their power as the **Underwriters** may require to secure their rights and remedies and at **Underwriters**' request shall make relevant personnel available and execute all documents necessary to enable the **Underwriters** to effectively bring suit in the name of the **Insured**. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to damages, claims expenses, or any other amounts paid by the **Underwriters**, and lastly to the **Retention**. Any additional amounts recovered shall be paid to the **Insured**.

3.18 Fraudulent Claims

3.18.1 If the **Insured** makes a fraudulent claim under this insurance contract, the **Underwriters**:

a. Are not liable to pay the claim; and

b. May recover from the **Insured** any sums paid by the **Underwriters** to the **Insured** in respect of the claim; and

c. May by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

3.18.2 If the **Underwriters** exercise their right under clause 3.18.1 c above, The **Underwriters** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters'** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the **Underwriters** need not return any of the premiums paid.

4. Exclusions

The **Underwriters** shall not be liable in respect of any **Loss**, damage, claim, cost or expense of any nature whatsoever caused by or arising from or attributable to:

4.1 any costs incurred by the **Insured** for time spent in cooperating in the defence and investigation of any claim or circumstance which might lead to a claim notified under this Policy.

4.2 an **Insured Event** or any circumstance that could give rise to an **Insured Event** which is discovered, known by or should reasonably have been known by the **Insured** prior to the inception of the first **Policy Period**, with **Underwriters**

4.3 any **Accidental Contamination** of or **Malicious Tampering** with the products of a competitor of the **Insured** or of products similar to the **Insured**'s, including publicity thereof, or loss of public and/or governmental confidence and/or change of any applicable regulation regarding any **Insured Products** or any material or substance used in or similar to any **Insured Products**.

4.4 the **Insured's** wilful, deliberate, malicious, fraudulent, dishonest, or criminal act.

4.5 the **Insured**'s activities as a trustee, partner, officer, director, or Employee of any employee trust, charitable organization, corporation, company, or business other than that of the **Insured**.

4.6 contractual penalties of any kind, including liquidated damages

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4.7 any intentional violation by the **Insured** of any national, international, governmental or local laws and regulations regarding the manufacture, production, processing, preparation, assembly, blending, mixing, compounding, packaging, labelling (including instructions for use), storage, distribution or sale of **Insured Products**, or use of ingredients, materials or substances in any **Insured Products** which have been banned by any national, international, governmental or local authority.

4.8 any **Insured Event** notified to a previous insurer, and or claim/circumstance known by the **Insured** prior to the inception of this Policy.

4.9 monetary judgments, awards, or settlements including punitive damages including civil fines and penalties.

4.10 any loss arising from failure or refusal or inability on the part of the **Insured** or any third party to pay any debt or the insolvency or bankruptcy administration liquidation or execution of any security or pledge or the appointment of any receiver or administrator over the assets or undertaking of the **Insured** or the insolvency or bankruptcy of any other entity.

4.11 liability to third parties (including Employees of the **Insured** and their heirs) arising from bodily injury, sickness, disease or death of any person or animal, or from damage to or destruction of any property, including loss of use thereof, or any liability to third parties howsoever arising (other than for reimbursement of those specific costs covered elsewhere under this Policy), or any associated costs including the cost or expense of any litigation or judicial, Governmental or regulatory enquiry as a result of an **Insured Event** or otherwise.

4.12 ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.13 loss or damage directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any government or public or local authority.

4.14 any **Accidental Contamination** arising from genetically modified organisms and/or carcinogens.

4.15 loss of, or diminution in, value of crops, livestock, water or land.

4.16 **Terrorism**,, other than an **Insured Event** of **Malicious Product Tampering** or **Product Extortion**, and If the **Underwriters** allege that by reason of this exclusion, any **Loss** is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

4.17 a recall which has been initiated:

4.17.1 pursuant to an order by any country's regularly constituted national, federal, state, provincial or local regulatory agency or judicial body pursuant to regulations on food safety that; or

4.17.2 voluntarily by the **Insured**, following consultation with any country's regularly constituted national, federal, state, provincial or local regulatory agency or judicial body;

that do not arise from an **Insured Event**.

4.18 any actual or alleged false, deceptive or unfair trade practices violation of any national, international, governmental or local anti-trust, restraint of trade, unfair competition, consumer protection or price fixing law, or any rules or regulations promulgated thereunder.

4.19 any claim brought against any Insured by another **Insured**.

4.20 **Pre-Recall Expenses** of **Insured Product** which have not produced a positive test result for contamination and/or tampering.

4.21 a **Pandemic**, including any action or measure taken by any governmental, regulatory, health or public authority in response to that **Pandemic**, regardless of any other cause or event contributing concurrently or in any sequence to such **Loss**. This exclusion applies only from the effective date and time specified in that declaration and does not apply merely because a disease is widespread, transmissible, epidemic or capable of causing a pandemic.

4.22 any:

4.22.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

4.22.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

If the **Underwriters** allege that by reason of this exclusion that **Loss** sustained by the **Insured** is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

Notwithstanding the above, **Underwriters** agree to reimburse the **Insured** for **Loss** as a direct result of the malicious alteration or contamination of an **Insured Product** caused by a **Cyber Act**, that is first discovered and notified to us during the **Policy Period**, provided that the intentional alteration or contamination would render the **Insured Product** unfit or dangerous for its intended use or consumption or to create such impression to the public.

5. Claims Notification to:

Delta Insurance New Zealand Limited
Level 22, 48 Shortland Street
Auckland 1010
PO Box 106 276
Auckland 1143
+64 9 300 3079
claims@deltainsurance.co.nz

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6. Complaints

How to make a complaint

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Delta Insurance New Zealand Limited in the first instance:

Complaints officer
Delta Insurance New Zealand Limited
complaints@deltainsurance.co.nz
Auckland +64 9 300 3079

Level 22 48 Shortland Street
Auckland Central
Auckland 1010
PO Box 106 276
Auckland 1143

We will acknowledge receipt of your complaint within 5 business days and do our utmost to resolve the complaint to your satisfaction within 10 business days, unless we require further information in which case, we will agree an alternate time frame with you..

If we cannot resolve your complaint to your satisfaction, you can escalate the matter to Lloyd's General Representative in New Zealand:

Lloyd's General Representative in New Zealand
Email: IDRNewZealand@lloyds.com
Telephone: +64 4 472 7582
Post: PO Box 5639
Wellington
New Zealand

Following receipt of your complaint, you will be advised whether your dispute will be handled by the Complaints team at Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to you..

A final decision will be provided to you within two months of the date on which you first made the complaint unless certain exceptions apply.

If your complaint is not resolved in a manner satisfactory to you or we do not resolve your complaint within two months of originally receiving it, you may refer the matter to the Insurance and Financial Services Ombudsman (IFSO Scheme). IFSO Scheme can be contacted as follows:

Telephone: 0800 888 202 or +64 4 499 7612
Email: info@ifso.nz or via their website www.ifso.nz .
Post: PO Box 10-845 Wellington New Zealand

Your complaint must be referred to IFSO Scheme within 3 months of the final decision, unless IFSO Scheme considers special circumstances apply.

You can also access any other external dispute resolution or other options that may be available to you.

Data Protection

Underwriters and other group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Underwriters** service providers and agents for these purposes. It may also be disclosed to the **Insured's** Insurance Adviser.

The **Insured** has a right to request a copy of the information (for which the **Underwriters** may charge a small fee) and to correct any inaccuracies.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, the **Insured** should read the Privacy Policy available at https://www.msamlin.com/data-privacy-notice/ or by requesting a copy from the Data Protection Officer at dpo@msamlin.com.

By submitting information to the **Underwriters** relating to any identifiable individual, the **Insured** represents that it has authority to provide that personal information to the **Underwriters**. With respect to any individual about whom the **Insured** provides personal information to the **Underwriters**, the **Insured** agrees: (a) to inform the individual about the content of the Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

Sanctions

No **Underwriter** shall be deemed to provide cover and no **Underwriter** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose those **Underwriters** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Japan, Australia or New Zealand.

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Law and Jurisdiction

The **Underwriters** accepting this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to New Zealand law and practice and the **Underwriters** will submit to the jurisdiction of any competent Court in New Zealand;

ii. any summons notice or process to be served upon the **Underwriters** may be served upon:

Lloyd's General Representative in New Zealand
Level 29
Plimmer Tower
2-6 Gilmer Terrace
Wellington 6011
New Zealand

who has authority to accept service on the **Underwriters**' behalf;

iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

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