

PROFESSIONAL INDEMNITY

SUMMARY OF COVER

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	:	EasyStreet Mortgages Limited
THE INSURER	:	Certain underwriters at Lloyd's managed by Ando Insurance Group Ltd
POLICY WORDING	:	Professional Indemnity LPI0417
POLICY NUMBER	:	
PERIOD OF COVER	:	30.06.2021 to 30.06.2022 at 4:00 pm

COVERING – What Is Covered

Breach of Professional Duty by reason of any negligent Act, Error or Omission relating to the Business Insured including Legal Defence Costs and Expenses.

BUSINESS INSURED – Your Full Occupation

Life and Health Adviser, Mortgage Brokers and Kiwisaver Advice

LIMIT OF LIABILITY – What You Are Insured For

Limit of Liability any one claim	Limit of Liability
	\$ 1,000,000
Aggregate Limit	\$ 2,000,000
Territorial Limit	: New Zealand
Jurisdictional Limits	: New Zealand
Retroactive Date	: 30/06/2021

ADVISERS NOTED UNDER THIS POLICY

Cameron White-Stewart
 Brian Magellan
 Gareth Veale
 Lemuel Willcox
 Vipin Varghese

EXCESS – Your Contribution To The Claim

In respect of each and every event (Standard)	Deductibles
	\$ 5,000

STANDARD POLICY EXTENSIONS – Extra Cover Provided

Sub Limits

• Acquisitions and Creations	Included
• Automatic Reinstatement	Included
• Consultants and Sub-Contractors	Included
• Contractual Liability	Included
• Continuous Cover	Included
• Costs of Representation at Disciplinary Proceedings	Included
• Court Attendance Costs (Sub-limit \$50,000)	Included
• Defamation	Included
• Dishonesty of Employees	Included
• Extended Reporting Period	Included
• Fair Trading Act 1986	Included
• Fidelity (Sub-limit \$100,000)	Included
• Intellectual Property	Included
• Joint Venture Liability	Included
• Loss Mitigation and Fee Recovery	Included
• Loss of Documents	Included
• Outgoing principals, partners, directors and employees	Included
• Previous Subsidiaries	Included
• Public Relations Expenses (Sub-limit \$50,000)	Included
• Run off Cover	Included
• Severability	Included

ENDORSEMENTS - Alterations To The Standard Cover

Ando PI - Costs Inclusive Excess

Policy Condition 5.7(b) is deleted. The **Excess** in policy condition 5.7 (a) does not apply to any **Costs and Expenses** incurred by **Us** to determine indemnity under the **Policy**.

Ando PI - Finance Brokers and Mortgage Brokers Endorsement

You are not insured for **Civil Liability** in connection with:

1. The offering of any contributory mortgage or contributory scheme advice or product, or
2. Any **Claim** where the valuation is obtained by **You** or on **Your** behalf over any property which is proposed as security for any finance being arranged by **You** or on **Your** behalf, or
3. Tax or tax implication advice, or
4. Any reverse equity product (which shall include but is not limited to any reverse mortgage, home equity loan, equity release product or home reversion product or scheme) unless the client has signed a release that they have obtained their own independent legal and accounting advice on the transaction, or
5. Any change to the conditions or interest rate of any loan agreement (including mortgage) unless the change is caused by **Your** error.

This endorsement is otherwise subject to the terms of the policy.

Ando PI - Insurance Brokers Endorsement

Insurance & Finance Endorsement

It is hereby understood and agreed that **Exclusion 4.9**

Insurance & Finance is deleted.

Insolvency of the Insured or Financial Institution Exclusion

It is hereby understood and agreed that **We** shall not be liable under this policy to provide indemnity in respect of any **Claim** against **You** directly or indirectly arising out of, in consequence of, or contributed to by **Your** insolvency or any financial institution, including but not limited to insurance companies, underwriting agencies or syndicates, banks or any other financial institutions, including their inability to pay policy-holders or unit trust-holders.

PROVIDED ALWAYS THAT this exclusion shall not apply to any **Claim** for breach of professional duty in the conduct of the **Professional Business** carried on by or on behalf of **You** by reason of any negligent act, error or omission committed or alleged to have been committed on **Your** part.

Provision of Legal Services Exclusion

It is hereby understood and agreed that **We** shall not be liable under this policy to provide indemnity in respect of any **Claim** against the **You** directly or indirectly arising out of, in consequence of, or contributed to by the provision of legal advice that would normally be provided by a qualified lawyer.

Conflict of Interest Exclusion

It is hereby understood and agreed that **We** shall not be liable under this policy to provide indemnity in respect of any **Claim** against **You** directly or indirectly arising out of, in consequence of, or contributed to by any actual or alleged conflict of interest, including but not limited to:

- (a) the inducement, recommendation or endorsement of investment or insurance in **You** or **Your** parent entity, subsidiary or affiliate; or
- (b) the gaining of any profit or advantage to which **You** were not legally entitled to.

Professional Fees Exclusion

It is hereby understood and agreed that **We** shall not be liable under this policy to provide indemnity in respect of any **Claim** against **You**:

- (a) directly or indirectly arising out of, in consequence of, or contributed to by:
 - (i) a trading debt incurred by **You** or any guarantee given by **You** for a debt; or
 - (ii) actions relating to excessive fees, commissions, costs or other charges, including the nondisclosure of these.
- (b) for any refund for fee(s), commissions, costs or other charges charged to a third party and related costs and expenses.

Commingling of Funds Exclusion

It is hereby understood and agreed that **We** shall not be liable under this policy to provide indemnity in respect of any **Claim** against **You** directly or indirectly arising out of, in consequence of, or contributed to by any actual or alleged commingling of funds by **You** or any inability or failure by **You** to pay, collect, safeguard or account for client funds.

Ando PI - Cyber Exclusion

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes liability for Loss, directly or indirectly caused by, resulting from or in connection with the Insured's use of or reliance upon or sale or supply of, any error or omission relating to the use of or any hoax or thread relating to the use of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data or related information.

PROVIDED THAT

this endorsement shall not exclude claims for personal injuries caused by an accident involving physical contact with computer hardware. "Loss" in this endorsement shall include (but shall not be limited to) injury, loss, damage, cost or expense of whatsoever nature including consequential and pure financial loss, and loss of, damage to, deterioration or corruption (whether permanent or temporary) or loss of use of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data and related information. If the Underwriters maintain that by reason of this endorsement any Loss is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured. If any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Ando PI - Communicable Disease Exclusion

1. Despite any provision to the contrary within this **Policy**, this **Policy** does not insure any loss, damage, liability, claim, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, including but not limited to clauses 2 and 3; any cost to clean-up, detoxify, remove, monitor or test:

2.1 for a Communicable Disease, or

2.2 any property that is affected by such Communicable Disease.

3. As used in this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

4. This exclusion applies to all coverage, coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of this Policy remain the same.

Ando PI - Investments Exclusion

We will not indemnify **You** for any liability alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly:

(a) any investment otherwise than an investment offered pursuant to a prospectus compliant with all statutory requirements; or

(b) any contributory mortgage or contributory scheme as these are defined by the relevant financial markets legislation; or

(c) diminution in value of any money, securities, property, or any other item of value, unless such diminution in value is caused by an Administrative Error by **You**; or

(d) The failure of any investment to:

(i) perform as stated in any prospectus, product brochure, advertising or promotional material; or

(ii) meet any profit forecast, interest yield or dividend; or

(iii) increase in any stated, promised or forecast way.

'Administrative Error' means an unintentional failure by **You** to effect a specific investment in accordance with the prior instructions of **Your** client.