

# MARSH

MARSH MERCER KROLL GUY CARPENTER OLIVER WYMAN

Brett Gerrard Risk Consultant Marsh Limited 4th Floor Pyne Gould Corporation Building 233 Cambridge Terrace PO Box 1591, Christchurch Mail Centre Phone: 643 977 4329 Fax: 643 977 4390 brett.gerrard@marsh.com www.marsh.co.nz

## Tax Invoice

GST Number: 11-578-357

Natural Blessing Co. Ltd

P O Box 13 341 Christchurch Mail Centre Christchurch

8140

Property Ten Decilia Chaque # Date Pd

Approved

Invoice Date

21 September 2010

Invoice Number:

101401733

Our Reference:

NZL-CHC-55054-1026420-003

Period of Insurance

From:

30 September 2010

To:

30 September 2011

Class of Business:

Business New Zealand - Package Policy

Insurer:

Zurich Australian Insurance Ltd

Contact:

**Brett Gerrard** 

	<u> </u>
Premium Detail	<b>S</b>
Company Premium	4,682.05
Company Earthquake	4,131.61
Fire Service Levies	603.73
GST (if applicable)	1,177.18
TOTAL DUE NZE	<mark>510,594.57 \$10,594.57</mark>

#### **Transaction Description**

Renewal of Business Insurance Package for period 30/09/2010 to 30/09/2011

If paying by cheque, please make payable to: Marsh Limited. The lower portion should be returned, with your payment, to: Marsh Limited PO Box 2221

Shortland Street Auckland 1140

#### Payment is due in full upon receipt of invoice.

Talk to your Marsh Client Executive if you would prefer to pay by monthly instalments

For direct credit to our bank account (NZD) our details are as follows.

Please quote your client number 55054 as a

reference.

ANZ National Bank Limited, Wellington

Bank: Beneficiary:

Marsh Ltd Fiduciary

BSB Number: 06 - 0287 Account Number: 0589472 - 02

Swift:

ANZBNZ22

If paying by direct credit, please forward your remittance advice to the address above, fax +64 9 379 6465, or email

to: finance.marshnz@marsh.com

Client:

Natural Blessing Co. Ltd

Invoice Number: 101401733

Invoice Date:

21 September 2010

Our Reference:

NZL-CHC-55054-1026420-003

TOTAL DUE

NZD

10,594.57



# **Insurance Summary**

Material D	)amage
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734-738 Colombo Street, Christchurch

Buildings

\$ 3,971,927

TOTAL

\$ 3,971,927

**Automatic Extensions** 

\$	50,000
\$	5,000
\$5	00,000
\$	25,000
\$	75,000
\$	25,000
\$	25,000
	\$ \$5 \$ \$ \$

### Excess

Standard Excess	\$	500
Burglary	\$	1,000
Theft	\$	2,500
Landslip / Subsidence	\$2	20,000
Earthquake 2.5% of loss, minimum	\$	2.500

Insurer

Zurich Australian Insurance Limited

**Business Interruption** 

Loss of Rents \$ 670,000 Claims Fees \$ 5,000

TOTAL \$ 675,000

Indemnity Period 24 Months

Insurer Zurich Australian Insurance Limited

**Public Liability** 

General Indemnity \$5,000,000 Goods Products \$5,000,000

**Automatic Extensions** 

Punitive / Exemplary Damages \$1,000,000
Underground Services \$2,000,000
Tenants Liability \$2,000,000
Fire Authorities Memorandum \$500,000
Motor Trades Memorandum \$500,000
Bailees Liability \$250,000
Support of Land or Buildings \$2,000,000

**Excess** 

Standard Excess \$ 500 Support of Land or Buildings & Underground Services \$5,000 Bailees Liability/Motor Trades Memorandum \$1,000

Insurer Zurich Australian Insurance Limited

**Statutory Liability** 

Limit any one occurrence \$500,000

Insurer Zurich Australian Insurance Limited

**Excess** 

Standard Excess \$500



Risk Id: 6077500

#### **POLICY SCHEDULE**

Attached to and forming part of Policy No.: 99-2783332-MBI/LIZ The Schedule and Policy wording are to be read together as one contract.

The Insured : Natural Blessing Co. Ltd

Period of Insurance : From 30/09/2010 to 30/09/2011

(From 4:00 PM to 4:00 PM)

Type of Cover : Section 1 - Material Damage Business Covered

Interruption

Section 2 - Motor Vehicle
Section 3 - General Liability
Section 4 - Contract Works
Section 5 - Marine Cargo 
Not Covered
Not Covered
Not Covered

Imports/Exports

Section 6 - Marine Cargo - Local Transit
Section 7 - Employer's Liability
Not Covered
Section 8 - Statutory Liability
Covered

Business : Commercial Property Operators and Developers

Insurer (The Company) : Zurich Australia Insurance Ltd

#### Section 1 - Material Damage Business Interruption

Covering Section 1: Accidental physical loss or damage to Property.

Section 2: Interruption to or interference with Business

as a result of loss or damage as insured under

Section 1.

Insured Property : Section 1:

Tangible property of every description not expressly excluded,

all owned by or entrusted to the insured

Location : Any situation or other place, anywhere in New Zealand.

Business : Section 2:

All business conducted by the Insured, including but not limited

to: Commercial Property Operators and Developers

Premises : Section 2:

All premises owned or occupied by the Insured and other places

where the Insured has property for the purpose of Business

anywhere in New Zealand

Indemnity Period : 24 months

Sums Insured : Section 1: \$3,971,927

Section 2:

Gross Revenue \$670,000

Severance and Redundancy Payments Not Insured
Claim Preparation Costs \$5,000

Book Debts Not Insured
Fines or Damages Not Insured
Additional Costs Not Insured
Redeployment Costs Not Insured

Total Sum Insured Section 2 \$ 675,000

Special Limits : Section 1:

Alternative Residential Accomodation 25%

Memorandum

Hazardous Substances Emergencies \$25,000 Landslip Memorandum \$500,000

Lost or Stolen Keys Memorandum \$25,000 Money Memorandum-Section A \$50,000

Money Memorandum-Additional Limit for Not Insured

extraordinary payments:

Capital Additions Memorandum

Money Memorandum-Section B \$5,000

Property to which the Contract Works Exclusion does not apply - Maximum

Contract Price

Refrigerated Goods Memorandum \$15,000

Not Insured

Not Insured

		Subsidence Memorandum	\$500,000
		Theft Memorandum	\$500,000
		Transit Memorandum	\$75,000
		Section 2:	
		Dependency Memorandum 10% of the Gross Revenue Sum Insured	
		Public Authorities Memorandum 10% of the Gross Revenue Sum Insured	
Deductible Amount	:	Section 1:	
		Protection Costs	\$100
		Theft (violent and forcible entry or exit)	\$1,000
		Other theft	\$2,500
		Earthquake - All locations unless specified below	2.5%
		of the loss subject to a minimum of	\$2,500
		Landslip and Subsidence	\$20,000
		Any Other Loss	\$500
		Section 2:	
			NIL
Standard Clause	:	Electric Current Damage Extension	5,000
Clauses/Conditions	:	ZUR-Building Defects And Deterioration ZUR-Direct Dependency	
		ZUR-Earthquake Deductible	
		ZUR-Electronic Data Exclusion ZUR-Employees And Directors Effects	
		ZUR-Infectious Notifiable Human Disease	
		ZUR-Terrorism Exclusion	
		ZUR-Transit Special Limit-Sections 1 And 2	
Policy Wording	:	(MDBI - Gross Profit, MDBI - Gross Revenue)	
Insurer (The Company)	:	Zurich Australia Insurance Ltd	

#### Section 3 - General Liability

Covering

Section 1:

Liability for accidental loss, damage or injury as

defined in the policy.

Section 2:

Defence Costs.

Territorial Limit

Occurrences other than those specified below:

New Zealand

New

Occurrences during and in connection with the performance of duties of any person

the performance of duties of any person Zealand normally resident or domiciled in New Zealand, but not while performing duties requiring

predominantly manual labour except for the purpose of training, or promoting the sale of

Products:

Occurrences in connection with Products:

New

Zealand

Limits and Deductibles

General Indemnity

Limit any one Occurrence:

\$5,000,000

Deductible:

Bailees' Liability Memorandum

- Limit any one Occurrence:

\$250,000

- Deductible:

\$1,000

\$500

**Products** 

- Aggregate limit for the Period of Insurance:

\$5,000,000

- Deductible (each Occurrence):

\$500

**Exemplary Damages Memorandum** 

- Aggregate limit for the Period of Insurance:

\$1,000,000

- Deductible (each Occurrence):

\$500

Farm Business Memorandum

- Aggregate limit:

\$500,000

Fire Authorities Memorandum

- Limit any one Occurrence:

\$500,000

**Motor Trades Memorandum** 

- Limit any one Occurrence:

\$500,000

- Deductible in respect of damage caused by

\$1,000

service:

Support of Land or Buildings

- Limit any one Occurrence for damage from \$5

\$500,000

the removal or weakening of support of land or buildings

- Deductible:

\$5,000

Clauses/Conditions

ZUR-Asbestos

ZUR-Building Defects and Mould Exclusion ZUR-North America Product Liability Exclusion ZUR-Terrorism Exclusion ZUR-Tobacco And Tobacco Smoke

Policy Wording

: (GL Policy e-DIT V1)

Insurer (The Company)

Zurich Australia Insurance Ltd

#### Section 8 - Statutory Liability

**Standard Limits** 

Aggregate limit of indemnity

\$500,000

Deductible

\$500

Retroactive Date

30/09/2008

Other Details

Do you use, store, handle, manufacture or transport

No

chemicals, bulk liquids, gases, asbestos or any flammable,

hazardous or toxic goods or substance?

During the last five years have you had any loss,

No

proceedings, notice, complaint, claim or prosecution made against you or any fine imposed under any legislation?

**Policy Wording** 

: 9

Statutory Liability Policy - ZU08376-PCUS-000166-2007

Insurer (The Company)

Zurich Australia Insurance Ltd

The following Clauses / Conditions are attached to and forming part of Policy No: 99-2783332-MBI/LIZ

Where the terms of the Clauses / Conditions are inconsistent with or contrary to any Memorandum or any other terms of the Policy, the terms and / or provisions set out in the Clauses / Conditions will prevail.

Where a Clause / Condition states that it is subject to a Sub-Limit or other special provisions, the Sub-Limit or provision will apply to that Clause / Condition but not to loss that would otherwise have been covered under the Policy without the Clause / Condition.

#### Section 1 - Material Damage Business Interruption

#### ELECTRIC CURRENT DAMAGE EXTENSION

This Policy extends to cover damage to Insured Property caused by the actual burning out of any part of the property by artificially generated electric current. The Company will not be liable under this extension for damage to lighting or heating elements; fuses or protective devices; or electrical contacts at which sparking or arcing occurs in ordinary working.

#### **BUILDING DEFECTS AND DETERIORATION**

This Policy does not insure against loss or damage to any building or structure directly or indirectly caused by the failure of that building or structure to contain:

- (a) materials; or
- (b) a design; or
- (c) a system; or
- (d) a standard of workmanship;

that is necessary to effectively prevent or manage the presence or penetration of moisture or water to which the building or structure might reasonably be subjected.

#### DIRECT DEPENDENCY

The Dependency clause is deemed to be deleted from Section 2 of this Policy and replaced by the following.

Loss, as insured by this Policy and resulting from any of the following, is deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

#### Damage to:

- (a) any property whatsoever at any place anywhere in New Zealand and occupied by any customer of the Insured (other than any customer supplied by the Insured with electricity, gas, water, sewage services, or telecommunication services);
- (b) any property whatsoever at any place anywhere in New Zealand and occupied by any supplier of goods or services to the Insured (other than any supplier of electricity, gas, water, sewage services, or telecommunication services to the Insured);
- (c) any sea port building, its contents, or any wharf, including any crane or other loading or unloading equipment on any wharf, all located anywhere in New Zealand;
- (d) any airport building or contents anywhere in New Zealand;
- (e) any railway warehouse or contents anywhere in New Zealand;
- (f) 1. any electricity station, sub-station or power line in New Zealand;
  - any gas works or gas pipeline in New Zealand (other than works comprising the Maui or Kapuni gas installations);
  - 3. any water works or water pipeline in New Zealand;

that prevents or hinders the public supply of water or gas or electricity to the terminal ends of the supplier's service feeders at the Premises;

- (g) any sewage treatment plant or pipeline that prevents or hinders the discharge of effluent from the Premises;
- (h) any telecommunication line or cable in direct connection with the Premises.

In respect of loss resulting from Damage described in paragraph (c) to (e) above, the Indemnity Period will commence 14 days after the loss to which this insurance applies has commenced in consequence of the Damage, and not as otherwise stated.

In respect of loss resulting from Damage described in paragraphs other than paragraphs (c) to (e), the Indemnity Period will commence 24 hours after the loss to which this insurance applies has commenced in consequence of the Damage, and not as otherwise stated.

The Company's liability under this Memorandum will not exceed 10% of the total Business Interruption sum insured and not as otherwise stated in the Schedule.

#### EARTHQUAKE DEDUCTIBLE

Any reference in the Schedule to a Deductible Amount for earthquake is deemed to be deleted and replaced by the following.

In respect of loss by earthquake damage to any property located:

(a)	within the Wellington Cresta Zone, 5% of	\$5,000
	the value of the site subject to a minimum	
	of:	
(b)	within the Auckland Region, 1% of the	\$1,000
	value of the loss, subject to a minimum of:	•
(b)	at any other location, 2.5% of the value of	\$2,500
	the loss, subject to a minimum of:	•

#### ELECTRONIC DATA EXCLUSION

This Policy does not insure against loss of or damage to Electronic Data directly or indirectly caused by or in connection with a Computer Virus. The excluded loss or damage includes but is not limited to loss of use, reduction in functionality and any other associated loss or expense in connection with the Electronic Data. The exclusion does not apply to consequent physical damage to any other Insured Property, but the Insured Property remains subject to all other exclusions of the Policy.

'Electronic Data' means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and other electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

'Computer Virus' means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to devices known as Trojan horses, worms and time or logic bombs.

### **EMPLOYEES AND DIRECTORS EFFECTS**

Cover under the Employees and Directors Effects memorandum is limited to \$10,000 in respect of any one loss or series of losses arising out of any one Event.

#### INFECTIOUS NOTIFIABLE HUMAN DISEASE

The Infectious Notifiable Human Disease Memorandum is deemed to be deleted from this Policy

#### TERRORISM EXCLUSION

The non-negotiable wording of this endorsement has been imposed by the Company and is to be interpreted accordingly.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy does not insure any loss, damage, liability, death, injury, illness, or any other form

Client: Natural Blessing Co. Ltd Policy Number: 99-2783332-MBI/LIZ

of cover otherwise available under this Policy of whatsoever nature directly or indirectly caused by, resulting from or in connection with any:

- (i) act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such loss, damage, liability, death, injury, illness, cost or expense; or
- (ii) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### TRANSIT SPECIAL LIMIT - SECTIONS 1 AND 2

The special limit in respect of Transit is deemed to be deleted from the Schedule and replaced by the following.

In respect any one loss or series of losses arising out of any one Event resulting in Damage to Insured Property while in transit, the Company's liability under Sections 1 and 2 of this Policy combined will not exceed \$20,000.

#### Section 3 - General Liability

#### Asbestos

The Asbestos exclusion of this Policy is deemed to be deleted and replaced by the following:

This Policy does not insure against liability consequent upon Damage or Injury directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

#### BUILDING DEFECTS AND MOULD EXCLUSION

In relation to any building or structure this Policy does not insure against liability directly or indirectly caused by or contributed to or arising from:

- (a) the action or effect of any mould, fungi, mildew, rot, decay, bacteria, protozoa or any other kind of microorganism; or
- (b) failure of the building or structure to comply with or perform to the requirements of any building code or to meet the level of performance, quality, fitness or durability of its intended purpose; or
- (c) failure of the building or structure to contain materials, a design, a system or a standard of work that effectively prevents or manages the presence or penetration of moisture or water to which the building or structure might reasonably become subjected.
- (d) a standard of workmanship;

For the avoidance of doubt, the Company will not be liable for any cost arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in anyway responding to or assessing, the effects of any mould, fungi, mildew, rot, decay, micro-organism, bacteria, protozoa or similar or like forms.

This exclusion does not apply to liability for Damage or Injury that is directly or indirectly caused by or contributed to or arises from the leakage of any internal water pipe, cistern or sewerage system.

#### NORTH AMERICA PRODUCT LIABILITY EXCLUSION

Notwithstanding anything in this Policy to the contrary, the Policy does not insure against liability in respect of any Product where the Occurrence has taken place in United States of America or Canada. However, this exclusion will only apply if the Insured knew that the Product would be taken or sent,

directly or indirectly and in any form, to the United States of America or Canada. In this Policy 'United States of America' and 'Canada' each includes any place under its jurisdiction.

#### TERRORISM EXCLUSION

The non-negotiable wording of this exclusion is a Company requirement. It is to be interpreted accordingly.

This Policy does not insure against liability arising from or in any way related to death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with, any act of Terrorism regardless of any contributing cause or event.

For the purpose of this exclusion, Terrorism means an act, including but not limited to the use or threat of force or violence, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is committed for or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Policy also excludes death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing or suppressing Terrorism, or in any way relating to the above.

#### TOBACCO AND TOBACCO SMOKE

This Policy does not insure against liability consequent upon the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or anything that contains or includes tobacco.

Simes Limited Creditors Due ror Payment to Due Date 20-11-2009 by Propert For Property NZ Postshop (POST)
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	06-10-2009	06-10-2009 20-11-2009 55054	30/09/2009 - 30/09/2010	4836.28	0.00	4836.28
				4,836.28	0.00	4,836.28
Simes Limited (SIMES) 020865-0080564-00	S) 020865-008	30564-00				
	01-09-2009	01-09-2009 02-09-2009 97859.	Management fees - October 2009	1265.62	0.00	1265.62
				1,265.62	0.00	1,265.62

End of Report

6,101.90

0.00

6,101.90

6,101.90

0.00

6,101.90

**GRAND TOTAL** 

# MARSH



**Brett Gerrard** Risk Consultant Marsh Limited 4th Floor Pyne Gould Corporation Building 233 Cambridge Terrace PO Box 1591, Christchurch Mail Centre Phone: 643 977 4329 Fax: 643 977 4390 brett.gerrard@marsh.com www.marsh.co.nz

# Tax Invoice

**GST Number:** 11-578-357

Natural Blessing Co. Ltd

P O Box 13 341 Christchurch Mail Centre Christchurch

8140

Approved	1//	[]	Date	12	70-0
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Details					
Cheque #		Ap-	rate od		

**Premium Details** 

**Invoice Date** 

06 October 2009

**Invoice Number:** 

101353760

Our Reference:

NZL-CHC-55054-1026420-002

Period of Insurance

From:

30 September 2009

To:

30 September 2010

Class of Business:

Business New Zealand - Package Policy

GST (if applicable)

**Company Premium** 

Fire Service Levies

**Company Earthquake** 

1,074.73

4.310.30

3,683.79

603.73

Insurer:

Zurich Australian Insurance Ltd

Contact:

Brett Gerrard

**TOTAL DUE** 

NZD \$9,672.55

#### **Transaction Description**

Renewal of Business Insurance Package for 2009/2010

If paying by cheque, please make payable to: Marsh Limited. The lower portion should be returned, with your payment, to: Marsh Limited

PO Box 2221 **Shortland Street** Auckland 1140

#### Payment is due in full upon receipt of invoice.

Talk to your Marsh Client Executive if you would prefer to pay by monthly instalments

For direct credit to our bank account (NZD) our details are as follows.

Please quote your client number 55054 as a

reference.

Bank:

ANZ National Bank Limited, Wellington

Beneficiary: Marsh Ltd Fiduciary BSB Number:

Account Number: 0589472 - 02

06 - 0287

Swift:

ANZBNZ22

Client:

Natural Blessing Co. Ltd

Invoice Number:

101353760

Invoice Date:

06 October 2009

**Our Reference:** 

NZL-CHC-55054-1026420-002

**TOTAL DUE** 

**NZD** 

9,672.55



### Simes Ltd

P.O. Box 13.341 Christchurch

Fax

Date

01-09-2009

Phone

(03) 377.1460

Tax Invoice

97859

(03) 366.2972

GST No.

19216896

Natural Blessings Ltd 117 St Asaph St C/- Simes Ltd Christchurch

**Property** 

PO Box 13-341

Christchurch

Management - Contract

Management - Contract for period 01-10-2009 to 31-10-2009

1,125.00

(Monthly)

Approved	Spiker odd Ingolyb		Date	STATE STATE AND ACT		
Property	Code	Amount	Y/N	Ten	Op/ac	
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Details	Ĉ	Ur 1	00	(1	vain	1 (Tell
Cheque #		Da	ate Pd			

Direct Credit to Bank Account No. 02-0865-0080564-02 Please quote the Invoice number with your Payment.

1,125.00 Net **GST** 140.62 1,265.62 Total

Remittance Advice - please detach and enclose with your payment

Payment Amount \$ \_\_\_\_\_

SIMES LIMITED PO Box 13341 Christchurch

**Tenant Code** 

**NATBLE** 

Invoice Number 97859