



*Marine*

HOUSEHOLD GOODS AND PERSONAL  
EFFECTS TRANSIT INSURANCE

POLICY WORDING

# Household Goods and Personal Effects Transit / INSURANCE POLICY

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# NZI & Conroy Removals Limited

Endorsements & Extension to NZI Household Goods & Personal Effects Transit Policy Wording NZ1076/6  
09/13

Relating to Conroy Removals Limited:

Policy Number's - 46-RP75982-MAC – Imports/Exports & 46-RP44158-MAC – Local New Zealand

## Amendments to Clauses

Option 1 – Limited Cover is deleted.

Exclusion 2.2 – mould & mildew are deleted.

Exclusion 2.3 - deleted.

### **Insured Property Definition - Amended**

Household goods and personal effects belonging to **you**, or hired by **you** and for which **you** are responsible in the course of **transit** as cargo, but excluding:

1. cash, notes, bonds, securities of any kind, documents, watches, jewellery and the like,
2. perishable or frozen food, livestock, ~~motor vehicles, motorcycles, caravans, trailers, personal watercraft, boats, outboard motors, and any accessories or spare parts attaching to or forming part of any of these items,~~
3. any one article exceeding NZ\$10,000 unless specified,
4. stamp, coin, medal and other collections or group of items whose collective value is enhanced by being part of that group.

# Additional Clauses

## **Sum Insured Bench Mark Clause**

Please note that the Bench Mark Value shown in your quotation is to be used as a guide only, it is not meant to be representative of the specific value of your goods. The bench value is calculated at NZ\$2,500.00 per cubic metre of goods to move. If you feel that the bench mark value does not represent the true value of your goods, then you can increase the value to make it specific to you.

## **Granite, Marble, Slate, Concrete and Stone Composite Products Exclusion Clause**

There is no cover for damage caused to Granite, Marble, Slate, Concrete and Stone Composite Products unless as a direct cause of:

1. fire or
2. flood, or
3. theft or
4. earthquake / volcanic eruption or
5. accident to, or overturning of the conveying vehicle.

## **Vehicle Exclusion Clause**

Vehicles whilst being driven under their own power or whilst under tow except for the express purpose of loading and/or unloading from the conveyance, or whilst the vehicle is parked or manoeuvred within the port, storage or warehouse area. This policy excludes any third-party liability howsoever caused.

## **Sanction Limitation an Exclusion Clause - This clause shall be Paramount**

No insurer shall be deemed to provide cover and no insurer 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, United Kingdom or United States of America.

## **Communicable Disease Exclusion – Commercial Marine**

1. Notwithstanding any provision to the contrary within this insurance/reinsurance agreement, this insurance/reinsurance agreement does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Cyber Exclusion – Commercial Marine**

1. Subject only to paragraph 3. below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1. shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
4. To the extent that loss, damage, liability or expense is attributable to theft or attempted theft, involving the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system to facilitate any physical entry or exit, such use or operation shall not be considered as means for inflicting harm.

**Financial Strength Rating**

NZI is a business division of IAG New Zealand Limited (IAG). IAG has received a financial strength rating of AA- from Standard & Poor’s (Australia) Pty Ltd, an approved rating agency. A rating of AA- means IAG has a ‘very strong’ claims-paying ability, as you can see in the scale below.

AAA (Extremely Strong)	BBB (Good)	CCC (Very Weak)	D (Default)
AA (Very Strong)	BB (Marginal)	CC (Extremely weak)	
A (Strong)	B (Weak)	SD (Selective Default)	

The ratings from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (–) sign to show relative standing within the major rating categories.

The rating scale above is in summary form. A full description of this rating scale can be obtained from [www.standardandpoors.com](http://www.standardandpoors.com)



**Fair Insurance Code**

As a member of the Insurance Council of New Zealand, IAG is committed to complying with the Fair Insurance Code. A copy of the Code can be found at [www.icnz.org.nz](http://www.icnz.org.nz)



### INSURANCE AGREEMENT

#### OUR AGREEMENT

**You** agree to pay **us** the premium. In exchange, **we** agree to insure **you** as set out in this policy document.

### WHAT YOU ARE INSURED FOR

*Goods that are not professionally moved are restricted to Option 1 – Limited Cover only.*

#### OPTION 1 – LIMITED COVER

**You** are insured for **accidental loss** to **insured property** occurring during the **transit** as a direct result of:

1. fire, or
2. flood, or
3. accident to, or overturning of the conveying vehicle.

#### OPTION 2 – ACCIDENTAL LOSS

**You** are insured for **accidental loss** to **insured property** occurring during **transit** caused by an external and physical event.

### ADDITIONAL EXTENSIONS

#### ACCOMMODATION COSTS

**You** are insured for the necessary and reasonable costs of alternative accommodation and other expenses incurred resulting from a claim covered under this policy that prevent **you** from resuming normal accommodation.

**You** are not insured for costs which would have been incurred irrespective of the claim.

The most **we** will pay is a daily rate of NZ\$500. Reimbursement is limited to a period of 14 consecutive days and is in addition to the sum insured.

#### EXPEDITING EXPENSES

**You** are insured for the airfreight and incidental costs of expediting the:

1. repair, and/or
2. replacement,

of damaged **insured property** covered under this policy.

The most **we** will pay is NZ\$5,000.

#### LIABILITY

**You** are insured for any payments **you** are legally liable to make in connection with **insured property** during the **transit**:

1. for general average and salvage charges where:
  - (a) the contract of carriage, or
  - (b) governing law and practice,make **you** liable for such payments, and
2. for **your** proportion of liability under the contract of carriage "Both to Blame Collision" Clause.

Where this applies **we** will also indemnify **you** for legal costs and expenses reasonably and properly incurred by **you** in defending the liability.

#### MECHANICAL AND ELECTRICAL DERANGEMENT

**You** are insured for the electrical and mechanical failure and/or malfunction of the **insured property**.

An excess of 15% of the value of the item with a minimum of NZ\$50 each item (including GST) applies to this Extension.

#### NATURAL DISASTER

**You** are insured for the difference between the Earthquake Commission Cover (EQCover) and the actual cost of reinstatement for **natural disaster damage** that occurs to **insured property**, provided:

- (a) payment shall not include the amount of any excess applicable to the EQCover, and
- (b) the combined total of any payments by EQCover, and by this extension shall not be more than the sum insured shown in the **schedule**.

Payment shall not apply if, for any reason, the EQCover is not paid or payable by the Earthquake Commission.

This extension applies only when the **transit** commences, terminates and is solely within New Zealand.

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<b>PAIRS AND SETS</b>	In the event of <b>loss</b> or damage to any item of <b>insured property</b> that forms part of a pair or set, <b>we</b> will indemnify <b>you</b> for any loss in value of the undamaged item if the damaged item cannot be replaced, repaired or restored. The most <b>we</b> will pay under this extension is the sum insured of the pair or set.
<b>PROFESSIONAL AND BUSINESS EQUIPMENT</b>	<b>You</b> are insured for tools and equipment, including text books and reference material used for professional purposes and business use provided such equipment forms part of a household removal. The most <b>we</b> will pay is \$5000.
<b>PROTECTION COSTS</b>	<b>You</b> are insured for reasonable costs <b>you</b> incur for the defence, safeguarding and recovery of <b>insured property</b> where such expenses would prevent or minimise a claim that is or would be covered under this policy.
<b>WORKS OF ART/ANTIQUES</b>	<b>You</b> are insured for loss in insured value of works of art and antiques following restoration or repairs as a result of a claim under this policy. The most <b>we</b> will pay is the sum insured of the item or NZ\$10,000 per item, whichever is lesser. Losses payable under this extension are in addition to the cost of restoration or repair.

## BASIS OF SETTLEMENT

<b>METHOD OF INDEMNITY</b>	<b>We</b> will settle claims by payment, repair or replacement based on: <ol style="list-style-type: none"><li>1. the replacement value for furniture, furnishings and household appliances less than 10 years old, and</li><li>2. the replacement value less an allowance for depreciation for all other items.</li></ol>
<b>MAXIMUM PAYABLE</b>	The most <b>we</b> will pay is the sum insured listed in the <b>schedule</b> to a maximum of NZ\$250,000, unless agreed differently prior to <b>transit</b> .
<b>SETTLEMENT OF ANY CLAIM</b>	All sums insured are in New Zealand dollars and are GST exclusive unless otherwise specified in the <b>schedule</b> .
<b>EXCESS</b>	An excess of NZ\$250 (inclusive of GST) applies to each individual consignment if professionally packed, unless otherwise stated in the <b>schedule</b> . If it is not professionally packed an additional excess of NZ\$250 (inclusive of GST) will apply, unless a higher excess is agreed.

## EXCLUSIONS

<b>LOSSES NOT INSURED</b>	<b>You</b> are not insured for any of the following: <ol style="list-style-type: none"><li>1. <b>loss</b>, protection costs or liability arising from <b>your</b> wilful misconduct,</li><li>2. <b>loss</b>, protection costs arising from: <ol style="list-style-type: none"><li>2.1 delay, confiscation or detention by Customs or other officials or authorities,</li><li>2.2 mould, mildew, moths, insects, rats, vermin, inherent vice or nature of the subject-matter insured, or gradual deterioration or wear and tear,</li><li>2.3 climatic and/or atmospheric changes.</li></ol></li></ol>
<b>NUCLEAR, WAR RISKS AND TERRORISM</b>	<b>You</b> are not insured for <b>loss</b> to, protection costs or liability in respect of the <b>insured property</b> in connection with: <ol style="list-style-type: none"><li>1. war, civil war, revolution, rebellion, insurrection, or civil strife arising there from or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war (while the <b>insured property</b> is on the land),</li><li>2. an <b>act of terrorism</b> or person acting on political motive (while the <b>insured property</b> is not in the ordinary course of transit),</li><li>3. <ol style="list-style-type: none"><li>3.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,</li><li>3.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,</li></ol></li></ol>

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- 3.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- 3.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- 3.5 any chemical, biological, biochemical, or electromagnetic weapon.

## SANCTION LIMITATION AND EXCLUSION CLAUSE – THIS CLAUSE SHALL BE PARAMOUNT

No insurer shall be deemed to provide cover and no insurer 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 that insurer 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 or United States of America.

## MANAGING YOUR CLAIM

### NOTIFICATION OF CLAIM

As soon as **you** are aware of any **loss** or liability that is likely to result in a claim under any section of this policy **you** or **your** agent must:

- (a) notify **us** immediately or give notice of the **loss** to, and obtain a Survey Report from, **our** survey representative at the port of discharge or destination or, if **we** do not have a representative, to the nearest Lloyd's Agent.
- (b) take prompt steps to minimise and avoid any further **loss** or liability,
- (c) take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses.

### WHAT YOU MUST NOT DO

**You** must not:

- (a) dispose of any property that **you** intend to make a claim on under this policy,
- (b) start any repairs without **our** permission unless it is necessary to prevent further **loss** or liability,
- (c) admit responsibility for any liability,
- (d) say or do anything that may prejudice **our** ability to defend any claim made against **you** or make recovery for the **loss** from any other person who may be responsible for it.

### GOVERNING LAW AND JURISDICTION

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

## GENERAL CONDITIONS

### COMPLIANCE

**You** must comply with all the terms of this policy before **we** will pay any claim.

### UNDER INSURANCE

**Your** insurance policy contains a provision making it 'subject to average'.

This provision will have effect only if the **insured property** is underinsured at the time of **loss**.

If the **insured property** is underinsured at the time of **loss**, the following rules apply:

- (a) If **you** suffer a total **loss**, the provision will have no effect.
- (b) If **you** suffer a partial **loss**, the maximum amount **you** can recover will bear the same proportion to **your** actual **loss** as the amount for which the property is insured bears to the full value of the property.
- (c) Whatever **your loss**, in no case will **you** be entitled to recover more than the amount for which the property is insured.

"Example: **Your** property is worth \$20,000. **You** insure it for \$10,000. **You** suffer a **loss** of \$5,000. If **your** policy is 'subject to average' the maximum amount that **you** may recover will be \$2,500."

### BENEFITS OF INSURANCE

This insurance shall not apply for the benefit of the carrier or other bailee.

### CONSTRUCTIVE TOTAL LOSS

No claim for constructive total **loss** shall be recoverable unless the **insured property** is reasonably abandoned either on account of their actual total **loss** appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding them to the intended destination would exceed their value on arrival.



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## DEFINITIONS

The definitions apply to the plural and any derivatives of the words.

For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.

<b>accident</b>	An event that is sudden, unintended and unexpected by <b>you</b> .
<b>act of terrorism</b>	Includes any unlawful act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: (a) involves violence against one or more persons, or (b) involves damage to property, or (c) endangers life other than that of the person committing the action, or (d) creates a risk to health or safety of public or section of the public, or (e) is designed to interfere with or disrupt an electronic system.
<b>insured property</b>	Household goods and personal effects belonging to <b>you</b> , or hired by <b>you</b> and for which <b>you</b> are responsible in the course of <b>transit</b> as cargo, <b>but excluding</b> : <ol style="list-style-type: none"><li>1. cash, notes, bonds, securities of any kind, documents, watches, jewellery and the like,</li><li>2. perishable or frozen food, livestock, motor vehicles, motorcycles, caravans, trailers, personal watercraft, boats, outboard motors, and any accessories or spare parts attaching to or forming part of any of these items,</li><li>3. any one article exceeding NZ\$10,000 unless specified,</li><li>4. stamp, coin, medal and other collections or group of items whose collective value is enhanced by being part of that group.</li></ol>
<b>loss</b>	Physical loss or physical damage.
<b>natural disaster damage</b>	Damage that results directly from: (a) earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, or fire caused by any of these, or (b) measures taken under proper authority, following an event listed in (a) to: (i) avoid its spreading, or (ii) reduce its consequences.
<b>schedule</b>	The Schedule <b>we</b> issued for this policy.
<b>transit</b>	Unless otherwise specified in the <b>schedule</b> , transport from one house to another while <b>your insured property</b> is in the ordinary course of its journey. If <b>you</b> arrange for <b>your insured property</b> to be stored before arrival at the house of destination, <b>you</b> are covered but only: (a) during storage at a professional storage facility or carrier's warehouse or carrier's store, and (b) for storage periods during the journey which, in aggregate, do not exceed 30 days. If <b>you</b> require cover during storage at a professional storage facility or carrier's warehouse or carrier's store for periods which, in aggregate, exceed 30 days <b>you</b> must have <b>our</b> written agreement and pay an additional premium.
<b>we</b>	NZL, a business division of IAG New Zealand Limited. <i>We may also use the words 'us', 'our' or 'company' to describe NZL.</i>
<b>you</b>	the person(s) shown as the Insured in the <b>schedule</b> . <i>We may also use the word 'insured' to describe you.</i>



*NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.*

*Through our broad range of commercial, personal, marine, professional risks and rural insurance products, we pride ourselves on helping people to achieve the best protection for their assets.*

*We partner with a network of skilled and experienced brokers and other insurance intermediaries who distribute our products. We pay remuneration to our brokers and intermediaries when they issue our policies, and when these policies are renewed or varied.*

*To find out more about the advantages of choosing NZI, talk to your broker or visit [nzi.co.nz](http://nzi.co.nz).*

*Printed using vegetable based mineral oil free inks on paper from an environmentally certified and responsibly managed forest and mill.*

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