

# MARINE HOUSEHOLD GOODS & PERSONAL EFFECTS TRANSIT INSURANCE POLICY



## 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.

<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 can not 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> willful 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>

- 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, bio-chemical, or electromagnetic weapon.

## 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.

## 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 therefore, 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: <ol style="list-style-type: none"> <li>involves violence against one or more persons, or</li> <li>involves damage to property, or</li> <li>endangers life other than that of the person committing the action, or</li> <li>creates a risk to health or safety of public or section of the public, or</li> <li>is designed to interfere with or disrupt an electronic system.</li> </ol>
<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, <u>but excluding</u> : <ol style="list-style-type: none"> <li>cash, notes, bonds, securities of any kind, documents, watches, jewellery and the like,</li> <li>perishable or frozen food, livestock, motor vehicles, motor cycles, 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>any one article exceeding NZ\$10,000 unless specified,</li> <li>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: <ol style="list-style-type: none"> <li>earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, or fire caused by any of these, or</li> <li>measures taken under proper authority, following an event listed in (a) to:                 <ol style="list-style-type: none"> <li>avoid its spreading, or</li> <li>reduce its consequences.</li> </ol> </li> </ol>
<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: <ol style="list-style-type: none"> <li>during storage at a professional storage facility or carrier's warehouse or carrier's store, and</li> <li>for storage periods during the journey which, in aggregate, do not exceed 30 days.</li> </ol> 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>	NZI, a business division of IAG New Zealand Limited. <i>We may also use the words 'us', 'our' or 'company' to describe NZI.</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>



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**NZI MARINE HOUSEHOLD GOODS PERSONAL EFFECTS TRANSIT INSURANCE POLICY**

Underwritten by NZI, a business division of IAG New Zealand Limited

**IMPORTANT: PLEASE EXAMINE THIS POLICY AND IF IT DOES NOT MEET YOUR REQUIREMENTS, KINDLY RETURN IT AT ONCE TO YOUR BROKER OR AGENT OR TO OUR OFFICE OF ISSUE.**

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