

Conditions – Household Goods and Personal Effects



Lumley, a business division of IAG New Zealand Limited, Head Office, Lumley Centre, 88 Shortland Street, PO Box 2426, Auckland 1140, New Zealand, Tel 09 308 1100, Fax 09 308 1939

We, Lumley, a business division of IAG New Zealand Limited, (hereinafter referred to as “the Company”), in consideration of the payment to us by or on behalf of the Assured of the agreed Premium to insure against loss or expense in the manner herein provided. The Proposal and Declaration made by the Assured are the basis of and form part of this insurance.

Duration Clause

Cover under this insurance attaches at the time the goods are uplifted from the place detailed on the Certificate of Insurance immediately prior to loading into the conveyance or shipping container. Cover continues in the normal course of transit, including temporary storage arranged by the Assured at a professional storage facility, for a period of up to thirty days prior to delivery or including extended storage as shown on the Certificate of Insurance.

Cover shall cease either:

1. Upon delivery of the goods into the intended delivery address at the destination named on the Certificate of Insurance

or,

2. Provided delivery is delayed beyond the control of the Assured, on the expiry of sixty days after discharge of the goods from the overseas vessel at the final port of discharge.

Whichever shall first occur, unless otherwise agreed in writing by the Company.

Note: This insurance does not cover loss or damage which occurs during packing or unpacking of the goods.

COVER A (not available for owner-packed goods)

This insurance covers loss of or damage to your goods caused by accident or by the deliberate act of a third party, including all of the perils listed in Cover B.

Mechanical and Electrical Derangement Clause

This insurance will cover damage to electronic equipment following mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured peril has occurred. The maximum amount the Company will pay for any one claim under this clause is \$25,000.

Pairs and Sets Cover Clause

This insurance will cover the replacement value of an entire pair or set when only one item in that pair or set has been damaged by an insured peril. The maximum amount we will pay for any one claim under this clause is \$25,000.

COVER B

This insurance covers loss of or damage to your goods directly caused by any of the following perils:

1. fire, explosion, lightning or flood;
2. collision of the conveyance, vessel or aircraft carrying the goods with an external object, or of your goods while on a land conveyance carrying them with something not part of that conveyance;
3. overturning, jackknifing or derailment of the land conveyance carrying the goods;
4. grounding, sinking or capsizing of any vessel carrying the goods;
5. entry of water into any vessel hold, container or place of storage;
6. crashing or forced landing of any aircraft carrying the goods;
7. discharge of the goods at a port of distress;
8. jettison of the goods from a vessel;
9. non-delivery of an entire package or item (provided always that if the goods are owner-packed, a full itemised and valued inventory is attached to the application);
10. war, civil war, revolution, rebellion, insurrection or any hostile act by or against a belligerent power and civil strife, capture, seizure, arrest, restraint or detainment arising from these events not otherwise excluded;
11. derelict weapons of war;
12. strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

Pairs and Sets Clause

Where any item consists of articles in a pair or set, the Company will not be liable for more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, and in no case be liable for more than a proportionate part of the insured value of such pair or set.

ADDITIONAL CLAUSES (applicable to Cover A and B)

Antiques and Paintings Clause

This insurance is restricted to the reasonable cost of repair and no claim is payable for depreciation or loss of originality consequent thereon (following repair).

Antiques, painting and the like valued over \$3,000 are excluded unless a valuation, issued prior to the transit, is available on request.

Average Clause

This insurance is subject to the condition of average. That is to say if the goods covered by this insurance shall at the time of any loss be of greater value than the sum insured, the Assured shall only be entitled to receive such proportion of the said loss as the sum insured by this policy bears to the total value of the property insured. As an example, if the value of your goods being moved is \$50,000 and you insure them for \$30,000 then, if you lost a television valued at \$1,000, the insurance policy will pay:

$\frac{\$30,000}{\$50,000} \times \$1,000 = \600.00 [from which the excess would then be deducted]

This clause has no effect in the event of total loss of the entire consignment hereby insured.

Cargo Termination of Transit Clause (Terrorism) 2004

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

Notwithstanding any provision to the contrary contained in this insurance or the Clauses referred to therein, it is agreed that in so far as this insurance covers loss of or damage to the goods caused by any terrorist or any person acting from a political motive, such cover is conditional upon the goods being in the ordinary course of transit and, in any event, **SHALL TERMINATE EITHER;**

1. As per the Duration Clause,
- OR
2. on delivery to the final destination or place of storage named on the Certificate of Insurance,
 3. on delivery to any other destination or place of storage, whether prior to or at the destination named on the Certificate of Insurance, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
- OR
4. in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
 5. in respect of air transits, on the expiry of 30 days after unloading the goods from the aircraft at the final place of discharge,

Whichever shall first occur

If this insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with the Duration Clause.

This clause is subject to New Zealand law and practice.

Change of Destination Clause

Provided the goods remains in the ordinary course of transit, this Policy will continue to cover the goods in the event of a change of destination. The Assured must report any such change as soon as the change becomes known to the Company and must pay any additional premium, if required, at rates to be agreed.

Claims Settlement Clause

The Company has the option to settle up to the sum insured by payment, reinstatement or repair and will base settlement on:

1. Replacement value for furnishings and household appliances (excluding carpets, floor coverings, blinds, curtains and) less than ten years old.
2. Replacement value for carpets, floor coverings, blinds, curtains and less than five years old.
3. Indemnity value for all other household contents and personal effects (including computer equipment). Indemnity value means replacement value less an allowance for depreciation.

The maximum payable for any one item, under this insurance, is \$3,000 unless the item and full value is noted in the Proposal.

Climatic Exclusion Clause

This insurance excludes loss or damage proximately caused by climatic and/or atmospheric changes.

Excess Clause

Claims payable are subject to the excess shown on the Certificate of Insurance, which shall apply per claim or series of claims consequent on, or attributable to, one source or original cause. The excess will not however apply to claims for General Average or Salvage Charges.

General Average and Salvage Charges

This insurance covers general average or salvage charges or both in full notwithstanding that the insured value may be less than the contributing value or actual value of the goods.

Institute Cyber Attack Exclusion Clause 10/11/2003 CL380

- 1.1 Subject only to clause 1.2 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 or process or any other electronic system.
- 1.2 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, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003) CL 370

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Law and Jurisdiction Clause

Any dispute of whatever nature arising out of or in relation to this insurance shall be subject to New Zealand law and shall be determined by court proceedings issued in New Zealand. The New Zealand Courts shall have exclusive jurisdiction to hear and determine any such proceedings, and resolve any such dispute.

Other Insurance Clause

If any claim made under this insurance is insured by any other policy of insurance the Company shall only pay over and above the sum payable under that other insurance.

Removal of Debris Clause

The Company will pay the costs of disposal, removal or destruction of the Cargo in consequence of a claim recoverable under the terms of this insurance. The Company shall not be liable for more than \$10,000.00. In no case shall this insurance extend to cover any liability, cost or expense arising in respect of pollution, contamination or pollution cleanup costs, fines or penalties.

Sanction Limitation and Exclusion Clause

Lumley shall not 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 Lumley to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Shipments on Deck Clause

This insurance excludes loss, damage or expense caused by water, from any source and in any form, other than jettison or washing overboard, when the Cargo is carried on the deck of a vessel or craft and is not packed in fully enclosed ISO container of solid wall and roof construction.

Storage Risks Clause

Where the goods have been in storage, and the period of storage has not been insured under this insurance, this policy does not cover loss or damage:

1. attributable to storage;
2. not proven to have occurred during the actual period of transit insured by this insurance;
3. caused by non-delivery of packages or items, unless it can be clearly proved that such loss occurred during the period of transit insured by this insurance.

Temporary Accommodation Clause

This insurance will also pay reasonable costs of accommodation incurred in consequence of a valid claim preventing the Assured from inhabiting normal accommodation, provided:

1. this extension will not reimburse costs that would have been incurred irrespective of the loss;
2. costs are limited to a daily rate of NZ\$500, with a maximum amount of NZ \$5,000 payable.

Terrorism Exclusion Clause

This insurance excludes any loss, damage, liability or expense arising from:

- a) terrorism; and or
- b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- i. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. Putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

However this exclusion will not apply to:

1. Any loss, damage, liability or expense arising from the operation, ownership, management or chartering of:
 - 1.1 Vessels, craft and units whilst afloat, under construction or repair, in dock or whilst in store ashore;
 - 1.2 Seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour or marina.
2. Cargo in the ordinary course of transit per Termination of Transit Clause (Terrorism).

Theft Clause

Where the goods are carried in vehicles owned or operated by the Assured, or persons operating a vehicle with the permission of the Assured, this insurance excludes cover for theft unless following forcible entry into or from the securely locked vehicle, or resulting from actual or threatened physical violence to the driver or operator of the vehicle

U.S.A. & Canada Endorsement (USCAN B 29/1/2004) for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003)

This Policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 (RACCBE). This inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

ADDITIONAL EXCLUSIONS (applicable to Cover A and B):

This insurance excludes;

- Loss or damage to goods as a result of inevitable, normal and customary deterioration and/or depreciation of the goods arising from storage, transportation and/or handling.
- Depreciation or loss of originality consequent to repair of damage.
- Loss or damage which may be indemnified under the provisions of the Earthquake & War Damage Act 1944 and its Amendments, and any excess applied by the Earthquake & War Damage Commission.
- Loss or damage caused by water, from any source and in any form, when the goods are shipped in containers, other than in approved I.S.O. containers of solid roof and wall construction.
- Loss, damage or expense caused by delay.
- Loss or damage caused by wear and tear, moth or vermin.
- Loss of data from your computer hardware or software.

EXCLUDED CARGO

This Insurance does not cover

- General Cargo (other than Household Goods and Personal Effects)
- Fresh, frozen or chilled Cargo (perishable Cargo)
- Live Cargo (Pets or plants of any kind)
- Motor vehicles, motorcycles, caravans, trailers, campervans, mobile plant or aircraft
- Cash, diamonds, specie, bullion, jewellery, watches and precious and/or semi-precious stones
- Bulk Cargo