

NZI Conroy Removals Household Goods and Personal Effects Transit

Policy wording



Welcome to NZI.

Thanks for selecting us as your insurer.

This is your Household Goods and Personal Effects Transit Insurance Policy wording.



Why NZI

NZI is one of New Zealand's largest and most well-known insurance brands. We're proudly backed by IAG (Insurance Australia Group) New Zealand. IAG is Australasia's largest general insurer. At IAG, our purpose is to make your world a safer place.

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Introduction

About this policy

Your policy consists of:

1. this policy wording,
2. the **schedule**,
3. any endorsements that **we** apply.

Reading this policy

The headings in this policy wording are for reference only and must not be used when interpreting the policy wording.

The examples and comments, which are in italics, have been included to make parts of this policy wording easier to understand. They do not affect or limit the meaning of the section they refer to.

Some words have specific meanings. If a word is shown in **bold**, its meaning is set out in the 'Definitions' section at the end of this policy wording.

It is important to read this policy in full to understand what it means and how it operates.

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

Accidental loss

We cover **accidental loss** to **insured property** occurring during **transit** caused by an external and physical **event**.

Additional extensions

The following extensions are included automatically and are subject to the terms and conditions of the policy, unless otherwise stated. Some extensions have specified limits and excesses and these will apply unless specifically stated otherwise in the **schedule**. All limits are included in the sum insured listed in the **schedule**, unless specifically stated otherwise in an extension.

Accommodation costs

We will reimburse the necessary and reasonable costs of alternative accommodation and other expenses **you** incur resulting from a claim covered under this policy that prevents **you** from resuming normal accommodation.

We do not cover costs which would have been incurred irrespective of the claim.

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

Expediting expenses

We cover the reasonable freight and incidental costs of expediting the repair or replacement of **insured property** that has suffered **loss** covered by this policy.

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

Liability

We cover payments **you** are legally liable to make for any of the following in connection with **insured property** during the **transit**:

1. for general average and salvage charges, where the contract of carriage or governing law and practice make **you** liable for such payments,

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2. for **your** proportion of liability under the contract of carriage “Both to Blame Collision” Clause.

We will also cover legal costs and expenses reasonably and properly incurred by **you** in defending the liability.

Mechanical and electrical derangement

We cover the electrical and mechanical failure or malfunction of the **insured property** that was caused during **transit**.

An excess of 15% of the value of the item with a minimum of \$50 each item applies to this extension. The most **we** will pay is \$10,000.

Mould and mildew

We cover **accidental loss** to **insured property** caused by mould or mildew that arises during **transit**.

Pairs and sets

In the case of **loss** to any item of **insured property** that forms part of a pair or set, **we** will indemnify **you** for any reduction in value of the undamaged item, if the damaged item cannot be replaced, repaired or restored.

The most **we** will pay is the sum insured of the pair or set, or \$20,000, whichever is the lesser.

Professional and business equipment

We cover 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 **we** will pay is \$10,000.

Protection costs

We cover the reasonable costs **you** incur for the defence, safeguarding and recovery of **insured property** where such expenses would prevent or minimise a claim that is or would be covered under this policy.

Works of art/antiques

We cover reduction in insured value of works of art and antiques arising solely from restoration or repairs as a result of **loss** covered by this policy.

The most **we** will pay per item of **insured property** is the sum insured of that item or \$10,000, whichever is the lesser. **Losses** payable under this extension are in addition to the cost of restoration or repair.

Basis of settlement

Method of indemnity

We cover **insured property** for repair or replacement.

If **we** decide an item is economic to repair, **we** will pay the cost to repair the item as near as reasonably possible to the same condition it was in just before the **loss**.

If **we** decide an item cannot be repaired, **we** will pay either:

- the replacement value for furniture, furnishings and household appliances less than 10 years old,
- the replacement value, less an allowance for depreciation, for all other items.

Maximum payable

The most **we** will pay is the sum insured listed in the **schedule**.

Excess

The excess is the first amount of **your** claim that **you** must pay. The excess is deducted from each claim settlement, unless stated otherwise in an extension.

An excess of \$250 applies to each individual consignment if professionally packed, unless otherwise stated in the **schedule**. If it is not professionally packed an additional excess of \$250 will apply, unless a higher excess is agreed.

Exclusions

Losses not insured

We do not cover any of the following:

1. **loss**, protection costs or liability arising from **your** wilful misconduct,
2. **loss**, protection costs arising from:
 - 2.1. delay, confiscation or detention by Customs or other officials or authorities,
 - 2.2. moths, insects, rats, vermin, inherent vice or nature of the subject-matter insured, or gradual deterioration or wear and tear,
 - 2.3. climatic and/or atmospheric changes,
3. In respect of **insured property** packed by **you**, claims for breakage, scratching, chipping and denting arising from the **insured property** being insufficiently or unsuitably packed.

Asbestos

We do not cover any **loss**, liability, or expense in connection with asbestos.

Communicable disease

We do not cover 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.

For the purposes of this exclusion, 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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. 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
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

1. **We** do not cover **loss**, damage, liability or expense directly or indirectly caused by, 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 this policy 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. 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 a means for inflicting harm.

Excluded countries

We do not provide any cover for voyages/**transits** to, from, or within the following countries:

Afghanistan, Belarus, Central African Republic, Colombia, Cote d'Ivoire, Democratic Republic of the Congo, Eritrea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nigeria, North Korea, Pakistan, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine, Venezuela, Yemen, and Zimbabwe.

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Granite, marble, slate, concrete and stone composite products	<p>We do not cover any loss caused to granite, marble, slate, concrete and stone composite products, unless as a direct cause of any of the following:</p> <ol style="list-style-type: none">1. fire,2. flood,3. theft,4. earthquake,5. volcanic eruption,6. accident to, or overturning of the conveying vehicle.
Nuclear	<p>We do not cover any loss, liability, cost or expense in connection with:</p> <ol style="list-style-type: none">1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,3. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter,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,5. any chemical, biological, bio-chemical, or electromagnetic weapon.
Russia-Ukraine conflict	<p>We do not cover any loss, damage, liability, or expense caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. This includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and/or cargo.</p>
Sanctions	<p>We do not provide any cover or benefit, or pay anything in connection with this policy, including any premium refund, if doing so may breach or risk exposure to any:</p> <ol style="list-style-type: none">(a) sanctions, prohibitions or restrictions under United Nations resolutions,(b) trade or economic sanctions, laws or regulations of New Zealand, Australia, Singapore, the United Kingdom, the United States of America, or the European Union.
Terrorism	<p>We do not cover any loss, liability, cost or expense in connection with Terrorism, including controlling, preventing, suppressing, retaliating against or responding to Terrorism.</p> <p>However, this does not apply when the insured property is in the ordinary course of transit.</p> <p>For the purpose of this exclusion, 'Terrorism' means any unlawful act, threat of action, or preparation for action, by a person or group acting alone or in connection with any organisation or government, which is designed to influence or coerce any rightful or actual government or is in pursuit of political, religious, ideological, or similar purposes to intimidate the public, and that involves any of the following:</p> <ol style="list-style-type: none">1. violence against any person,2. damage to property,3. endangering of life, other than that of the person committing the action,4. risk to the health or safety of any person,5. anything designed to interfere with or disrupt an electronic system.
Vehicles	<p>We do not insure vehicles whilst being driven under their own power or whilst under tow except for the express purpose of loading 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.</p>

- War** **We** do not cover any **loss**, liability, cost or expense in respect of the **insured property** in connection with any:
1. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or
 2. hostile or warlike act by or against a belligerent power,
 3. actual or threat of capture, seizure, arrest, restraint or detention (piracy excepted), and the consequences thereof,
 4. derelict mines, torpedoes, bombs or other derelict weapons of war.

Managing your claim

Your obligations

- 1. Advise us** If **you** become aware of any situation that is likely to give rise to a claim under this policy, **you** must contact **us** as soon as possible 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.
- 2. Minimise the loss** **You** must take all reasonable steps to minimise the claim and avoid any further **loss** or liability arising.
- 3. Provide full information** When **you** make a claim, **you** consent to **your** personal information in connection with the claim being:
 - (a) disclosed to us, and
 - (b) transferred to the Insurance Claims Register Limited.**You** must:
 - (a) give **us** free access to examine and assess the claim,
 - (b) send any relevant correspondence or documents to us,
 - (c) complete a claim form or statutory declaration to confirm the claim if **we** request it,
 - (d) provide any other information, proof of ownership or assistance that **we** may require at any time.
- 4. Do not admit liability** **You** must not:
 - (a) admit liability,
 - (b) do or say anything that may prejudice our ability to defend the claim against **you** or take recovery action in **your** name.
- 5. Do not dispose of property** **You** must not destroy or dispose of anything that is or could be part of a claim until **we** have given **you** permission to do this.

Managing your claim

- Subrogation** Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery. If **we** initiate a recovery **we** will include **your** excess, and any other uninsured **losses** suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your** excess first.

General conditions

How we administer this policy

- 1. Assignment** **You** may not assign this policy or any interest under this policy without **our** prior written consent.
- 2. Cancellation**

By **You**

You may cancel this policy at any time by giving us, or **your** broker notice in writing or by electronic means. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the period of insurance. **You** must pay any outstanding premium that is due to **you** for the expired portion of the period of insurance.

By **Us**

We may cancel this policy by giving **you** or **your** broker notice in writing or by electronic means at **your** or **your** broker's last known address. **Your** policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the period of insurance.

We will cancel this policy if the premium is not paid when due. Cancellation will be effective from the date this policy was paid up to.
- 3. Change of terms** **We** may change the terms of this policy (including the excess) by giving **you** or **your** broker notice in writing or by electronic means at **your** or **your** broker's last known address. Unless otherwise specified in the notice the change in terms will take effect from 4pm on the 30th day after the date of the notice.
- 4. Currency** Any amounts shown in this policy and in the **schedule** are in New Zealand dollars, unless otherwise specified in the **schedule**.
- 5. GST** Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
 - (a) all sums insured exclude GST,
 - (b) all sub limits exclude GST,
 - (c) all excesses include GST,
 - (d) GST will be added, where applicable, to claim payments.
- 6. Other insurance** **You** must tell **us** as soon as **you** know of any other insurance that may cover or partially cover any **loss** or liability covered under this policy. If **you** hold other insurance cover with any other insurer in respect of any claim covered under this policy, then **we** will only pay under this policy once cover under any other insurance has been exhausted.
- 7. Interests of other parties** If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of our obligations to **you** under this policy. **You** must consent to **us** transferring **your** relevant personal information to that party. Any party, who is recorded as having a financial interest under this policy, is not covered by this policy and does not have rights to claim under this policy.
- 8. Separate insurance** Where the insured consists of more than one legal entity the word 'insured' shall apply to each as if a separate policy had been issued to each. However, this does not increase the amount of cover available under this policy.

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9. **Benefits of insurance** This insurance shall not apply for the benefit of the carrier or other bailee.
10. **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.
11. **Dishonest or fraudulent act or omission** If **you** commit a dishonest or fraudulent act or omission, **we** may avoid **your** policy and any other policy **you** have with us. This means **we** treat **your** policy or all insurance **you** have with **us** as if it no longer exists. The avoidance will take effect from the date of the dishonest or fraudulent act or omission.
- This condition also applies to:
- anyone acting on **your** behalf
 - anyone covered under **your** policy and anyone acting on their behalf.

Laws And Acts That Govern This Policy

1. **Governing law and jurisdiction** The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.
2. **Legislation and Crown** Any reference to any Act of Parliament or subordinate rules referred to in this policy includes entity changes any amendments made or substitutions to that law.
- Any reference to any legislative or official terms includes any amended, replacement, substituted, equivalent or re-enacted terms. Any reference to any Crown entity includes any new name given to that entity, and any replacement entity that is responsible for the same or similar functions.

Your Obligations

1. **Comply with the policy** **You**, any other person or entity covered by the policy or anyone acting on **your** behalf, must comply with the terms and conditions of this policy.
- If there is a breach of any of the terms and conditions of this policy, we may decline both:
- (a) the claim, either in whole or in part,
 - (b) any claim in connection with the same **event** that **you** make on any other policies **you** have with us.
- However, the cover provided by this policy will not be invalidated or prejudiced by reason of breach of warranty or condition of this policy where the breach occurs without **your** knowledge or consent provided that notice is given to **us** as soon as practicable once **you** become aware of any such breach and **you** agree to pay an appropriate additional premium and/or agree to a change in terms and conditions if required.
2. **True statements and answers** True statements and answers must be given whether by **you** or any other person in all communications with us, including when:
- (a) this insurance is applied for
 - (b) **we** are told about any change in circumstances,
 - (c) **you** make a claim.

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- 3. Reasonable care** **You** must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.
- 4. Change in circumstances** **You** must tell **us** as soon as possible if there is a material increase in the risk insured or alteration of the risk insured.
- Once **you** have told **us** of the change, **we** may then vary the policy terms and alter the premium, or **we** may cancel this policy.
- If **you** fail to notify **us** about a material change in the risk insured, our liability is limited to the amount **we** would have been liable for, had the proper disclosure or representation been made at the correct time. **We** may also decide to either:
- (a) decline any subsequent claim either in whole or in part, or
 - (b) declare this policy unenforceable.
- We** will take this action from the date **you** knew, or ought to have known, of the increase or change in the risk insured.
- Information is 'material' where if **we** had known that information, **we** would have made different decisions about either:
- (a) accepting **your** insurance,
 - (b) setting the terms of **your** insurance, including the premium.
- If in any doubt, notify **us** anyway.

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'.

- accident** Unintended and unexpected by **you**.
- event** Any one or more occurrence of covered **loss** during the period of **transit** arising from one source or original cause or related causes.
- insured property** 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,
 - 3. plants, pets, livestock,
 - 4. any one item exceeding \$10,000 unless specified,
 - 5. stamp, coin, medal and other collections or group of items whose collective value is enhanced by being part of that group.
- loss** Physical loss or physical damage.
- schedule** The Schedule **we** issued for this policy or your Confirmation of Insurance.
- transit** Transport of the **insured property** from one location to another, as specified in the **schedule** or certificate of insurance, in the ordinary course of its journey, including:
- 1. the packing, handling and unpacking of **insured property**, but only when carried out by a professional removal company while the **insured property** is in its care, custody or control,

2. incidental storage of the **insured property** before arrival at the destination location, provided such storage meets all the following conditions:
 - a. it is required due to circumstances beyond **your** reasonable control,
 - b. it takes place at a professional storage facility, carrier's warehouse or carrier's store,
 - c. the total duration of storage periods during the journey does not exceed 30 days.

Transit ends at the earliest of any of the following:

1. Completion of unloading of the **insured property** at the destination location specified in the **schedule**.
2. Delivery of the **insured property** into any storage facility **you** elect to use, other than in the ordinary course of transit.
3. When any vehicle, container, or other conveyance is used as a place of storage for the **insured property**, other than in the ordinary course of transit.

If **you** arrange for **your insured property** to be stored before arrival at the destination location, 'transit' includes storage at a professional storage facility or carrier's warehouse or carrier's store, but only where **you** have **our** prior written agreement and have paid an additional premium.

we

NZI, a business division of IAG New Zealand Limited.

We may also use the words 'us', 'our' or 'company' to describe NZI.

you

the person(s) shown as the Insured in the **schedule**.

We may also use the word 'insured' to describe you.

