

## Transit International –general cargo

### Insurance to and from New Zealand and between island nations of the South Pacific for general cargo

#### Policy Terms, Conditions and Exclusions

ezimove.com Limited ("the Company") as Agent of the Underwriter, upon the payment of premium, agrees to insure you ("the Assured") for accidental loss, physical damage or destruction of The Property Insured as expressed in these Policy Terms, Conditions and Exclusions and Schedule, ("the policy") occurring during the period of insurance.

#### Cover:

##### You are insured for:

Accidental loss, physical damage or destruction of The Property Insured.

1. Liability for general average and salvage charges according to the contract of affreightment.
2. Liability under the "Both to Blame Collision" Clause under the contract of affreightment.
3. Costs of disposal, removal or destruction of The Property Insured in consequence of a claim. Limited to NZ\$5,000. In no case shall this insurance extend to cover any liability, cost or expense arising in respect of pollution, contamination or pollution clean up costs, fines or penalties.
4. Airfreight and incidental costs and charges incurred to expedite repair, replacement or restoration of The Property Insured in consequence of a claim. Limited to NZ\$5,000.
5. Expenses reasonably and properly incurred up to the sum insured for the defence, safeguarding and recovery of The Property Insured where such expenses would prevent or minimise a claim.
6. Electrical and mechanical failure and/or malfunction subject to an additional excess of 15% of the value of the item with a minimum of NZ\$50 per item.
7. In the case of imports into New Zealand you shall be allowed a period of up to 30 days to open packaging after delivery, examine the contents and in the event of loss or damage arrange for a survey. All packaging is to be inspected and any loss or damage is to be notified to the Company as soon as possible. Any packaging showing external damage, wetting and/or staining must be opened immediately and all possible steps must be taken to minimise damage. In the event of loss or damage all packaging materials must be retained by you until such time as the Company authorises disposal.

#### Period of Insurance:

- 1) This insurance attaches from the time The Property Insured is uplifted from the ground or loading dock alongside the conveyance at the place named in the policy. Cover then continues during the ordinary course of transit, and ceases either:
  - (a) on delivery at the place shown in the policy once The Property Insured has been lifted from the conveyance and placed on the ground alongside the conveyance *or*
  - (b) on the expiry of 60 days after completion of discharge of The Property Insured from the overseas vessel or aircraft at the final port or place of discharge *or*
  - (c) when The Property Insured is placed in store for storage other than in the ordinary course of transit, *whichever shall first occur.*
- 2) In the event that The Property Insured is not promptly removed from the conveyance at the final destination, cover ceases upon arrival of the conveyance at the final destination.
- 3) In the case of machinery being imported, cover will cease once the machinery has been off loaded from the land conveyance and taken directly to and placed safely on its final bed at the premises at the place detailed in the policy. Should the machinery not be moved continuously to its final bed, then cover ceases once lifted from the conveyance and placed on the ground alongside the conveyance.

#### The Property Insured:

General cargo of any description

#### Excluding:

1. Cash, notes, bonds and securities of any kind
2. Precious metals
3. Household goods and personal effects
4. Live fish, birds, animals and plants
5. Livestock and bloodstock
6. Motor vehicles, motor cycles, boats, caravans, boat trailers, personal watercraft, aircraft and helicopters
7. Perishable and temperature sensitive cargo
8. Property shipped on deck, other than in ISO fully enclosed solid roof and wall containers
9. Stamp, coin, medal and other collections
10. Watches, jewellery and the like.

## Limits:

1. NZ\$250,000 any one conveyance.
2. NZ\$100,000 any one conveyance in respect of used machinery and electronic equipment.
3. NZ\$30,000 any one conveyance in respect of any item or set of art work, picture(s) and/or antique(s).

**NOTE: If higher limits are required, please email [info@ezimove.com](mailto:info@ezimove.com) with your request.**

## Exclusions:

### You are not insured for:

1. The agreed excess
2. Loss damage or destruction of The Property Insured caused by or arising from:
  - a) insufficient or unsuitable packing, protection or preparation. Packing shall be deemed to include stowage in a container or liftvan when such stowage is carried out prior to commencement of this insurance or by you or anyone at your instruction
  - b) unfitness of conveyance, container or liftvan
  - c) dismantling, erecting, installing and/or testing
  - d) moths, vermin, wear and tear, gradual deterioration, ordinary leakage, ordinary loss in weight, inherent vice or nature of The Property Insured
  - e) delay
  - f) confiscation or detention by officials or authorities
  - g) cancellation or frustration of the voyage
  - h) insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of loading of The Property Insured on board the vessel you are aware that any such insolvency or financial default could prevent the normal prosecution of the voyage. This exclusion is not applicable where the claiming party has received assignment of this insurance
  - i) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom 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 (*whilst The Property Insured is on land*)
  - j) a terrorist act or person acting from a political motive (*whilst The Property Insured is not in the ordinary course of transit*)
  - k) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

## Conditions:

### Avoidance of Delay

It is a condition of this insurance that you shall act with reasonable despatch in all circumstances within your control.

### Constructive Total Loss

No claim for constructive total loss shall be recoverable unless The Property Insured is reasonably abandoned either on account of its actual loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding The Property Insured to the destination named in the policy would exceed its value on arrival.

### Labels Clause

In the event of loss or damage caused by a risk insured against affecting labels only the sum recoverable shall be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and re-labelling The Property Insured.

### Replacement Clause

In the event of loss or damage to any part or parts of an insured machine, caused by a risk insured against, the sum recoverable shall not exceed:

- (a) in respect of new machinery, the cost of replacement or repair of such damaged part or parts, excluding duty unless the full duty is included in the amount insured.
- (b) in respect of used machinery, such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new machine.

This policy shall also pay any additional charges for forwarding and refitting the replacement part or parts if incurred. In no case shall the liability of the Company exceed the insured value of the complete machine.

### Law and Practice

This insurance is subject to New Zealand law and practice.

**This insurance is underwritten by Vero Insurance New Zealand Limited**