



Marine Transit Policy Conditions applicable to Household Goods & Personal Effects in transit for

The Customers of

Orbit Protect Ltd

from whom they have instructions to insure.

Policy 5400042

Underwritten by Australis Underwriting Agency Ltd., for and on behalf of Lumley General Insurance (N.Z.) Ltd.

We, Australis Underwriting Agency Limited, for and on behalf of Lumley General Insurance (NZ) Ltd, [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 damage liability or expense in the manner herein provided.

Notwithstanding anything contained herein to the contrary, the liability under this insurance in respect of any destruction or damage to the subject matter of this insurance shall not exceed its rateable proportion having regard to other insurance's, whether marine or fire and whether or not such other insurance's are exempted from contributing either by the existence of this insurance or any other Policy.

Any reference to Law and practice in the Institute Clauses is amended to New Zealand Law and practice.

IMPORTANT CLAIMANTS MUST OBSERVE THE ATTACHED CLAIMS INSTRUCTION PROCEDURE

Any reference to "the Underwriters" in the Institute Clauses shall be deemed to be reference to the Company. The Institute Clauses are those current at the inception of the transit.

The following are excluded under this policy:

1. Tools and equipment used for professional purposes or business purposes including journals, text or reference books.
2. Stamps, Coins, Medals, Cash, Deeds, Bullion, Jewellery, Watches, Trinkets or similar valuable articles
3. loss or damage due to moth, vermin, wear, tear and gradual deterioration
4. Wine and other forms of collections.
5. Plants and shrubs of any form.
6. Pets of any form
7. Perishable or Frozen foods.
8. Antiques and the like unless specified in the Valuation List and Proposal. (A valuation issued prior to the transit must be available on request for any antique or painting over £2,000.)

TRANSIT CLAUSE - PERIOD OF INSURANCE

The Duration Clause forming part of the Institute Cargo Clauses is amended as follows:

Cover under this policy attaches at the time the subject matter insured is lifted from the ground at the removal address detailed in the proposal or policy immediately prior to loading into the conveyance or shipping container.

Cover continues in the normal course of transit, including temporary storage at a professional storage facility prior to delivery for a period of up to sixty days. This period can be extended for up to a maximum period of 180 days upon application prior to expiry of the risk.

Cover shall cease either: -

1. Once the subject matter insured has been offloaded from the conveyance, taken directly into and first placed on the ground in the dwelling at the destination named on the proposal.

or,

2. On the expiry of sixty days after completion of discharge of the subject matter insured from the overseas vessel at the final port of discharge.

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

CONDITIONS

(As applicable to mode of transport.)

Please contact us if you would like a copy of the standard Institute Cargo Clauses

Institute Cargo Clauses (A)
Institute Cargo Clauses (Air)
Institute Strikes Clauses (Cargo)
Institute Strikes Clauses (Air Cargo)
Institute War Clauses (Cargo)
Institute War Clauses (Air Cargo)
Institute War Clauses (Sendings by Post)
Institute Replacement Clause
Absolute Asbestos Exclusion Clause 2004
Cargo Termination of Transit Clause (Terrorism) 2004
Institute Radioactive Contamination, Chemical, Biological, Bio Chemical, Electromagnetic Weapons Exclusion Clause 10/11/2003) CL 370
U.S.A. & Canada Endorsement (USCAN B 29/1/2004) for the Institute Radioactive Contamination, Chemical, Biological, Bio Chemical, Electromagnetic Weapons Exclusion Clause 10/11/2003)

GENERAL PROVISIONS

Absolute Asbestos Exclusion Clause 2004

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.

Average Clause

This Policy is subject to the condition of average. That is to say if the property 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.

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

Cancellation Clause

This contract shall remain in force until cancelled by either party giving 7 (seven) days notice in writing to that effect.

1. Notwithstanding anything to the contrary, the inclusion in this contract of insurance of War Risks may be cancelled by either party giving 7 days notice, or 48 hours notice in respect of Strikes, Riots and Civil Commotions Risks.
2. Notices of cancellation shall commence from midnight or the day such notices are issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted before the cancellation becomes effective.

Cargo Termination of Transit Clause (Terrorism) 2004

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE EITHER;**
 - 1.1. As per the transit clauses contained within the Policy,
OR
 - 1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
OR
 - 1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
 - 1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

Whichever shall first occur

2. If this Policy 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 Clause 1.
3. This clause is subject to New Zealand law and practice.

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 (excluding carpets, floor coverings, blinds, curtains and household appliances) less than ten years old.
2. Replacement value for carpets, floor coverings, blinds, curtains and household appliances 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.

Subject always to the application of the excess as agreed at the time of arranging this insurance. In no case does this insurance cover depreciation or loss of originality consequent to repair of damage.

The liability of the Company shall not exceed the Sums Insured specified in the Proposal or Valued

Inventory.

Clause Paramount

Notwithstanding anything contained herein to the contrary, the Marine Insurance Act 1908 and amendments shall take precedence.

Climatic Clause

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

Excess Clause

This insurance is subject to an excess of Stg £100 to each individual consignment, except where the goods have been self packed, in which case the excess shall be Stg £200.

The excess does not apply to claims for General Average or Salvage Charges.

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.

1. 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.

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.

Jurisdiction Clause

This Policy of Insurance and any dispute hereunder shall be subject to the jurisdiction of the appropriate Court of New Zealand.

Mechanical and/or Electrical &/or Electronic Derangement Clause

This insurance covers electrical and/or electronic and/or mechanical derangement and/or failure, up to a maximum of Stg £10,000. In no case however will the amount payable exceed the insured value of the item concerned.

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.

Piano & Stringed Instruments Clause

The Company will not be liable for loss or damage caused through dampness in the atmosphere and/or extremes of temperature or from breaking of strings.

Removal of Debris

It is agreed that the Company will pay the costs of disposal, removal or destruction of the subject matter insured in consequence of a claim recoverable under the terms of this insurance. The Company shall not be liable for more than the sum of Stg £1,650.

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.

Termination of Transit Clause (Terrorism)

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 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,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to New Zealand law and practice.

Theft Clause

Where the subject-matter is carried in vehicles owned or operated by 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.

Terrorism Exclusion Clause

This contract 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).

Water or Moisture Damage

This policy excludes loss, damage or expense caused by water, from any source and in any form, when the subject-matter insured is shipped in containers, other than in approved I.S.O. containers of solid roof and wall construction.

CLAIMS PROCEDURE

Claims are processed by:

Australis Underwriting Agency Ltd
PO Box 3197
Auckland
New Zealand

Tel +64 9 308 1930
Fax +64 9 308 1939
E-mail marine@lumley.co.nz

In the event of loss or damage you should *immediately* contact :

McLarens Young International
Tel **0800 800 425** (Ask for **Grahame Smith** who supervises the handling these claims)
Mobile 027 279 9438,
Email: grahame.smith@mclarensyoung.com

NOTIFICATION OF CLAIM

As soon as the Assured is aware of any loss that is likely to result in a claim under this insurance they or their agent must:

- lodge a preliminary claim (Pro-forma Claim) on the shipowner, airline operator, road or rail carriers, port authorities, as applicable, and any other bailee associated with the transit. The preliminary claim needs to be just a general advice containing sufficient information to identify the goods and the nature of the loss or damage. This is particularly important in respect of missing goods as it will prompt the carrier to search for the missing items.

TAKING DELIVERY

The Assured or their agent must:

- (a) examine the goods closely and, in the event of any obvious damage, suitably note the delivery receipt;
- (b) if goods are missing, note the number of packages short on the delivery receipt;
- (c) don't, under any circumstances, issue a clean receipt for obviously damaged or missing goods;
- (d) if the loss or damage is not apparent from the external appearance of the goods, lodge a preliminary claim against all carriers and bailees within 3 days of delivery and request their attendance at a joint inspection.

AFTER DELIVERY

- (a) If the loss has arisen from water damage and the goods were packed in a container, check for leaks. If it is not clear where water entered identify the place by using a hose. Remember to water test rubber door seals if the water-damaged goods were stowed near the door end of the container. The location of a leak can sometimes be identified by standing in a container, closing the door and looking for spots of light.
- (b) Take photographs of the damage and, if container delivery is involved, endeavour to film the loss in situ.
- (c) Retain all packing materials for independent inspection
- (d) Take all reasonable measures to reduce the loss and safeguard the goods from further harm.
- (e) Maintain a record of any costs you incur in reducing or safeguarding the goods from further loss. Retain all invoices and vouchers associated with the damage.

9-2006