



# PROTEUS GOODS IN TRANSIT (Own Vehicles)

Marine Insurance Policy

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# Welcome to Proteus Marine Insurance

## About Proteus Marine Insurance

Nautilus Marine Underwriting Agency Ltd, trading as Proteus Marine Insurance NZBN: 9429031454261, FSP: 388326, is an insurance underwriting agency and has a binding authority from ZAIL which allows it to enter into policies of insurance. Proteus Marine Insurance acts on behalf of ZAIL and not *you* when providing these services. Always consider the relevant policy wording before purchasing an insurance policy.

ZAIL is a signatory to the Fair Insurance Code. This aims to raise standards of practice and service in the insurance industry. Proteus Marine Insurance supports and adheres to the Code.

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ACN 000 296 640, an overseas registered company incorporated in Australia) (ZAIL), trading as Zurich New Zealand. In this policy wording, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. The Zurich Insurance Group provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. The Group's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

## Duty of disclosure

Before *you* enter into a contract of general insurance with *us*, *you* have a duty at common law to disclose to *us* every matter *you* know, or could reasonably be expected to know, that a prudent insurer would want to take into account in deciding whether to insure *you* and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

*You* have the same duty to disclose those matters to *us* before *you* renew, extend, vary or reinstate a contract of general insurance. *Your* duty however, does not require disclosure of a matter:

- that diminishes the risk to be insured;
- that is of common knowledge;
- that *we* know or in the ordinary course of *our* business *we* ought to know;
- that *we* state *we* do not want to know.

## Non-disclosure or Misrepresentation

If *you* make a material misrepresentation to *us*, or if *you* do not comply with *your* duty of disclosure *we* may treat *your* policy as if it never existed.

## Our contract with you

*Your* policy is a contract of insurance between *you* and *us* and contains all the details of the cover that *we* provide.

*Your* policy is made up of:

- the policy wording. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information *you* provide to *us* when applying for insurance cover;
- *your* most current policy *schedule* issued by *us*. The policy *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other written change otherwise advised by *us* in writing (such as an endorsement). These written changes vary or modify the above documents.
- This document is used for any offer of renewal *we* may make, unless *we* tell *you* otherwise. Please keep *your* policy in a safe place. *We* reserve the right to change the terms of this product where permitted to do so by law.

# Goods in Transit (Own Vehicles) Insurance Policy Wording

Subject to the prior payment of, or *your* agreement to pay, the premium set out in the *schedule*, we agree to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by *you* or on *your* behalf.

## 1. The cover

We insure *you* against loss of or damage to *goods* or *death* of livestock specified in the *schedule* caused by certain events.

### 1.1 The insurance only applies:

- 1.1.1 to an insured transit that commences during the *period of insurance* specified in the *schedule*; and
- 1.1.2 to events that happen during an insured transit while the *goods* are in or on any registered *road vehicle* owned or operated by *you* within the radius of transit specified in the *schedule*.

### 1.2 Cover commences:

- 1.2.1 for *goods* other than livestock, when the *goods* are placed in a position adjacent to the *road vehicle* for the purpose of being conveyed to a destination outside the premises at which *loading* takes place and ends when the *goods* are last moved from the *road vehicle* in being delivered at the destination; or
- 1.2.2 for livestock, when each animal enters the *road vehicle* or its loading ramp and ends when the animal is discharged from the *road vehicle* or its loading ramp at the destination.

### 1.3 Defined events

The insurance is against the following events:

- 1.3.1 fire, explosion, lightning or flood;
- 1.3.2 collision of the *road vehicle* with an external object;
- 1.3.3 collision of the *goods* with something not on or part of the *road vehicle*;
- 1.3.4 overturning or jackknifing of the *road vehicle*;
- 1.3.5 theft while the *road vehicle* is attended; and
- 1.3.6 theft while the *road vehicle* is unattended but only if theft follows:
  - (a) forcible entry into the locked *road vehicle* or its carrying compartment;
  - (b) theft of the locked *road vehicle* itself; or
  - (c) any other insured event.

## 2. Conditions of cover

### 2.1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and attachments and any clauses referred to in the *schedule*, all of which are to be read together.

### 2.2 Basis of valuation

The agreed value of the *goods* is their invoice cost or value. If there is no invoice value, their agreed value is their market value or the cost, at the time of the commencement of the insured transit, of replacing the *goods* with similar *goods* of the same age and condition.

## 2.3 Limits on cover

2.3.1 The insurance is limited to the sum insured stated in the *schedule* for any one loss or series of losses arising from the same event.

2.3.2 If an excess is specified in the policy or *schedule*, *you* must bear that amount first in respect of a claim or series of claims resulting from an event insured against.

### 2.3.3 Coinsurance

If the total value of the *goods* in or on the *road vehicle* at the time of an insured event taking place is greater than the sum insured in respect of that vehicle, *you* will only recover the proportion of the loss or damage that the sum insured of that vehicle bears to the total value of the *goods* in or on that *road vehicle*.

## 3. Extensions of cover

### 3.1 Brands

In the event of a claim, *we* will not sell or dispose of salvaged branded *goods* without *your* consent. If *you* decline to consent, *you* may retain the *goods*. The reasonable salvaged value of the branded *goods* will be deducted from the amount payable in respect of the claim.

### 3.2 Removal of debris

The insurance covers *removal of debris* up to a limit of \$50,000 in addition to the sum insured.

## 4. Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

### 4.1 Death

*death* means the expiration of livestock or their slaughter for humane reasons following injury.

### 4.2 Expropriation

*expropriation* means the lawful seizure, confiscation, nationalization or requisition of the *goods*.

### 4.3 Goods

*goods* means the subject matter insured including livestock, shipping containers, flatracks and packaging.

### 4.4 Insured, You, Your,

*insured, you, your,* means the Insured as named in the *schedule* or as otherwise defined in the policy.

### 4.5 Load/loading

*load/loading* means when livestock enters the *road vehicle's* loading ramp from the ground or loading dock until secured for transit in the *road vehicle*. For all other *goods* load/loading means when *goods* are first moved for the purpose of loading onto the *road vehicle* until placed on the *road vehicle*.

### 4.6 Nuclear or radioactive

*nuclear or radioactive* means the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor or any component of these.

### 4.7 Period of insurance

*period of insurance* means the Period of Insurance stated in the *schedule*.

#### **4.8 Removal of debris**

*removal of debris* means if an insured event occurs we will pay the cost of removal and disposal of damaged *goods* or dead livestock, including the cost of cleaning the accident site, but does not mean any expense or liability of any kind incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant of any kind or nature beyond the road surface and the road verge at the accident site.

#### **4.9 Road vehicle**

*road vehicle* means any vehicle registered for use on public roads including any trailer when attached to the *road vehicle*.

#### **4.10 Schedule**

*schedule* means the Schedule attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

#### **4.11 Terrorism**

*terrorism* means any act(s) of any person(s) or organisation(s) involving:

4.11.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means; or

4.11.2 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.

#### **4.12 Unload/unloading**

*unload/unloading* means when livestock commences movement towards the *road vehicle's* unloading ramp until discharged onto the ground or unloading dock. For all other *goods* *unload/unloading* means when *goods* are first moved for the purpose of unloading from the *road vehicle* until last moved by *you* in being delivered at the destination.

#### **4.13 War or warlike activities**

*war or warlike activities* means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

#### **4.14 We, Us, Our**

*we, us, our* means Proteus Marine Insurance NZBN: 9429031454261, FSP: 388326 acting as agent of ZAIL trading as Zurich New Zealand.

## **5. Exclusions**

The insurance does not cover loss of or damage to *goods* or death of livestock or any related expense caused by any of the following:

**5.1** delay, loss of market or consequential loss of any description;

**5.2** mechanical, electrical or electronic breakdown or malfunction of *goods* where there is no external evidence that an event insured against has occurred;

**5.3** *expropriation*;

**5.4** anything *nuclear or radioactive*;

**5.5** any chemical, biological, bio-chemical or electromagnetic weapon;

**5.6** *war or warlike activities*; or

**5.7** liability, damage 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.

## 6. Claims conditions

### 6.1 Claims procedure

When loss or damage happens which may give rise to a claim under this policy, *you* should take all reasonable measures to avert or minimise the loss and ensure that all rights against any third parties are properly preserved and exercised.

If the event involves theft, and theft is an insured event, or an accident has occurred involving a vehicle owned or operated by *you* and another vehicle, *you* must notify the police as soon as possible and, if *we* require it, obtain a written police report.

*You* must notify *us* of what has happened and send *us* full details within 30 days, including details of any other insurance over the *goods*.

*You* must not authorise any repairs to the *goods* without *our* consent.

### 6.2 Claims settlement

In the event of a claim, *we* have the option of settling the loss by payment, repair, reinstatement or replacement.

#### 6.2.1 Goods and Services Tax

All sums insured in this policy (except for the excess) exclude GST where that GST is recoverable by *us* under the Goods and Services Tax Act 1985. *We* add GST, where applicable, to claim payments. However, this does not apply to the excess which is GST inclusive.

#### 6.2.2 Foreign currency invoice

If the amount of a claim is to be calculated based on an invoice in a currency other than New Zealand, the claim will be paid in New Zealand dollars at the rate of exchange current at the date the loss or damage occurred.

### 6.3 Excess

In the event of a claim *you* must bear first the amount of any excess specified in the *schedule* or elsewhere in the policy wording.

### 6.4 Fraudulent claim

If *you* or anyone acting upon *your* behalf is in any way fraudulent in obtaining any benefit under this policy, *we* may deny liability in respect of that claim or event.

### 6.5 Other insurance

When making a claim on this policy *you* must also supply *us* with written details of all policies that may pay or partially pay that claim.

### 6.6 Rights of subrogation

*We* are entitled to exercise any rights *you* may have against anyone else in relation to the *goods* for which *we* have settled a claim under this policy. *You* must cooperate fully with *us* in exercising those rights and must give *us* any information or assistance *we* may require.

## 7. General conditions

### 7.1 Cancellation

*You* may cancel this policy at any time by notifying *us* in writing.

*We* may cancel this policy at any time by giving notice in writing to *you*, such cancellation to take effect within 30 days from the time of notification received by *you*.

### 7.2 Conduct of claims

*We* are entitled to:

- 7.2.1 conduct on *your* behalf any legal proceedings or negotiations relating to claims made against *you*;
- 7.2.2 authorise *you* to defend any legal proceedings brought against *you* on the understanding that *we* will be kept fully informed and will be consulted and will participate in decision-making regarding liability or any negotiations with other parties; and
- 7.2.3 exercise any rights *you* may have against anyone else in relation to *goods* for which *we* have paid any amount under this policy.

*You*, and anyone else entitled to claim under this policy, must cooperate fully with *us* in exercising these rights and must give *us* any information or assistance *we* may require.

### 7.3 Notification of material change

*You* must notify *us* as soon as possible of any material change in the risk covered by this policy.

### 7.4 Plurals and titles

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

- 7.4.1 headings are descriptive only, not an aid to interpretation;
- 7.4.2 singular includes the plural, and vice versa; and
- 7.4.3 the male includes the female and neuter.

### 7.5 Proper law and jurisdiction

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

- 7.5.1 The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with New Zealand law.
- 7.5.2 In the event of any dispute arising under this policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, *you* will submit to the exclusive jurisdiction of any competent Court in New Zealand.

### 7.6 Reasonable care

*You* must take reasonable care to prevent loss, destruction, damage or *death* covered by this policy.

### 7.7 Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any *insured* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured* would violate any applicable trade or economic sanctions, law or regulation.

### 7.8 Third parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

### 7.9 Transfer

*You* may only transfer a right under this policy with *our* written consent.

**Proteus Marine Insurance**

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