



PROTEUS MARINE OPEN COVER

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.

Marine Open Cover – Policy Wording

In return for paying the premium to *us*, we will give *you* the cover described in this policy for events which occur during the *period of insurance* shown in *your schedule*.

Definitions

Where the following words appear in this policy, this is what they mean:

Excess

excess means the proportion of the risk *you* retain for each claim (the amount shown in the *schedule*) and *you* will pay the *excess* before we pay the remainder of the claim.

Period of insurance

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

Schedule

schedule means the most recent document we give *you* setting out details of *your* insurance cover. We give *you* a *schedule* when *you*:

- (a) first buy the policy from *us*; or
- (b) change any part of the policy or any personal details relevant to it.

We, Us, Our

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

You, Your or Named Insured

you, your or named insured means the person or persons/ company named in the *schedule*.

Marine Open Cover

This open cover will remain permanently in force until cancelled and is for an open amount up to the limit of indemnity specified in the *schedule* and subject to regular declarations provided by *you* to *us*.

1. The cover

We insure *you* for consignments of interest insured on voyages which commence on or after the effective date on conditions of insurance, each as specified in the *schedule*, provided these consignments are shipped by or for *you* or when insurance of them is under *your* control as selling or purchasing agent.

However, this open cover does not insure any consignments insured elsewhere either before the effective date or before *you* acquire an insurable interest.

2. Declarations

- 2.1 *You* must declare promptly every consignment to which this open cover applies and we will accept declarations up to but not exceeding the limit of indemnity stated in the *schedule*.
- 2.2 If an unintentional mistake causes an incorrect declaration or a failure to declare a consignment, the mistake must be corrected as soon as *you* are aware of it, in which event the cover will apply to that declaration.

3. Conditions of insurance

The conditions of insurance are as specified in the *schedule*. Any reference to Institute Clauses is to the clauses published by The International Underwriting Association of London current at the time of inception of this open cover but with any reference to 'English law and practice' being amended to 'New Zealand law and practice'.

If we give *you* notice of any revision of these clauses, then the revised clauses will apply to risks attaching 30 days after the notice has been given.

4. Limits on cover

Further to any limitations to the cover set out in the applicable conditions of insurance:

- 4.1 in the event of a claim (other than a claim for total loss, general average or salvage), *you* must bear first the amount of any excess specified in the *schedule*;
- 4.2 if an accident or series of accidents arising from the same event occurs in any one location, *we* will not be liable for more than the limit of indemnity stated in the *schedule*.

5. Basis of valuation

The agreed value of declared consignments for the purpose of calculating premiums and claims will be as specified in the *schedule*.

6. Premium

- 6.1 Premium will be charged on each declared consignment at the rate specified in the *schedule*.
- 6.2 If any Institute War Clauses and/or Institute Strikes Clauses apply, *you* will pay additional premium:
 - (a) for war risks on each declared consignment at *our* current rate on the day of sailing of the vessel from the port of shipment;
 - (b) for strikes risks on each declared consignment at *our* current rate on the day of attachment of cover to that consignment.

7. Policies and certificates

Any policies or certificates of insurance issued under this open cover must strictly conform with the terms, conditions and limits of this open cover.

8. Settlement of claims

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

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

All sums insured in this policy (except for the excess) exclude Goods and Services Tax (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 where GST is inclusive.

9. Conduct of claims

We are entitled to:

- 9.1 conduct any legal proceedings or negotiation relating to claims made against *you* on *your* behalf;
- 9.2 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 able to participate in any decision making regardless of liability or any negotiations with other parties; and
- 9.3 exercise any rights *you* may have against anyone else in relation to goods or livestock for which *we* have paid any amount under this policy.

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

10. Transfer

This open cover permits transfer of the insurance by *you* or the assignee to another person.

11. Terrorism exclusion

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

- 11.1 terrorism and/or;
- 11.2 steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

However, this exclusion will not apply to the extent of the provisions of exclusion clause 12 below.

12. Termination of transit clause (terrorism) 2009

This clause will be paramount and override anything contained in this policy inconsistent therewith.

Notwithstanding any provision to the contrary contained in this policy or the clauses referred to, it is agreed that in so far as the policy covers loss of or damage to the subject matter insured caused by any act of terrorism cover will terminate either:

- 12.1 as per the transit clauses contained within the contract of insurance;
- 12.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance;
- 12.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which *you* or *your* employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution;
- 12.4 when *you* or *your* employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or for allocation or distribution;
- 12.5 in respect of marine transits, on the expiry of 60 days after the completion of discharge overseas of the subject matter insured from the overseas vessel at the final port of discharge; or
- 12.6 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 occurs first.

If the contract of insurance or the clauses referred to specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach and continue during the ordinary course of that transit terminating again in accordance with clause 12.1 to 12.6 above.

13. Institute Cyber Attack exclusion

- 13.1 Subject only to clause 13.2 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.
- 13.2 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 13.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/ or guidance system and/or firing mechanism of any weapon or missile.

14. Cancellation

- 14.1 *You* may cancel this open cover at any time by giving *us* notice in writing.
- 14.2 *We* may cancel this open cover by giving *you* 30 days notice in writing.
- 14.3 However, *we* may cancel war and strikes risks cover by giving *you* seven days notice in writing, except for strikes risks involving shipments to or from the United States of America when 48 hours notice may be given.
- 14.4 Cancellation will not apply to consignments of interest insured on voyages which commence before the effective date of cancellation.
- 14.5 Notice of cancellation will apply from midnight on the day notice is given.
- 14.6 *You* must provide *us* with all outstanding declarations within one month of the cancellation becoming effective.

15. Other insurance

If *you* make a claim for an occurrence which is, or may be, covered in whole or in part by any other insurance, then when making the claim *you* must give *us* full details of the other insurance.

This policy does not cover any claim to the extent that *you* are entitled to indemnity in respect of that claim under any other insurance policy specified in the *schedule*.

16. Law and jurisdiction

This policy is subject to New Zealand law and jurisdiction.

17. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, *we* 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.

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