



PROTEUS ANNUAL MARINE CARGO

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.

Annual Marine Cargo 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.

Definitions

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

Excess

excess means the amount(s) specified in the *schedule* that *you* shall first contribute towards each claim, or series of claims arising out of the one occurrence. The *excess(es)* may be expressed as either a monetary amount or a period of time.

Period of insurance

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

Schedule

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

Subject matter insured

subject matter insured means the insured goods including packaging and labels.

Terrorism

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

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- (b) the 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.

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, Insured, Assured

You, Your, Insured or Assured means the Insured as named in the *schedule* or as otherwise defined in the policy.

The cover

We insure *you* for loss of or damage to the *subject matter insured*, liability or expense on conditions as set out in the policy.

When the cover applies

The insurance only applies to voyages that commence during the *period of insurance* specified in the *schedule*, or during any subsequent period that we have accepted payment for.

General conditions

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.

- 1.1 Any reference in the conditions of insurance to Institute clauses is to the clauses published by the International Underwriting Association of London current at the effective date of this policy.
- 1.2 Any reference to 'English law and practice' is amended to 'New Zealand law and practice' wherever it appears.

2. Limits on cover

Further to any limitations to the cover set out in the applicable conditions of insurance, this insurance is limited to the limit of liability stated in the *schedule*.

3. Basis of valuation

- 3.1 for shipments involving imports or exports the *subject matter insured* is agreed to be valued as stated in the *schedule*.
- 3.2 for transits commencing and terminating within the same country:
 - 3.2.1 when stated as invoice value in the *schedule* the agreed value is the invoice cost or value, plus any costs incidental to the insured transit that are not covered by the invoice; or
 - 3.2.2 if there is no invoice, the value is the market value or the cost, at the time of the commencement of the insured transit, of replacing the *subject matter insured* with similar goods of the same age and condition.

4. Notification of material change

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

5. Premium and its adjustment

You must pay us the deposit premium stated in the *schedule*. This is based on estimated figures for the *period of insurance* provided by you and you must keep accurate records of the equivalent actual figures. A statement of these actual figures (audited if requested) must be given to us within one month after the end of the *period of insurance*.

We will adjust the premium proportionally at the end of that period on the basis of your actual figures.

- 5.1 If the adjusted premium is higher than the deposit premium stated in the *schedule* you must pay us the difference unless the deposit premium is less than \$25,000 and the variation between estimated and actual figures for the period is less than 10 per cent when no difference in premium is payable.
- 5.2 If the adjusted premium is lower than the premium stated in the *schedule*, provided the words minimum and deposit premium do not appear in your *schedule*, we must pay the difference to you. However, we are entitled to retain 75 per cent of the estimated annual premium that the deposit premium was based on.

6. Certificates of insurance

When you, or a third party on your behalf, are provided with the facility to self issue certificates of insurance, any certificate issued must strictly conform to the terms, conditions and limits of this policy. You agree to indemnify us for any claim which we are required to pay because of a certificate being issued that does not conform to the terms, conditions and limitations of this policy.

7. Variation of war and strikes rates

Our right to cancel insurance of war and/or strikes risks or to increase the war and/or strikes rates or to change the conditions of insurance are not prejudiced by the war and strikes premium under this policy having been prepaid at the rates current at the commencement of each *period of insurance*.

We have the right to apply higher rates on, or to charge on a 'hold covered' basis, voyages or flights to specific countries or areas. Any additional premium will be calculated by applying the difference between prepaid and amended war and/or strikes rates to actual declared figures for the period/s applicable or, if not declared, on a pro-rata to annual premium basis for the annual period concerned.

8. Excess

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* or elsewhere in the policy wording.

9. Reasonable care

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

10. 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.

11. Transfer

For shipments involving imports and/or exports, this policy permits transfer of the insurance by *you* or any assignee to another person and/or entity.

For transits commencing and terminating within the same country, *you* may only transfer a right under this policy with *our* written consent.

12. Rights of subrogation

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

13. What you should do in the event of a claim

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

- 13.1 claim immediately on the carriers, port authorities or other bailees for any missing and/or damaged *subject matter insured*;
- 13.2 in no circumstances other than under written protest, give clean receipts where goods are in damaged or doubtful condition;
- 13.3 in no circumstances, other than under written protest, sign a receipt for goods which are in damaged or doubtful condition without noting the damage or doubt regarding the condition on that receipt;
- 13.4 apply immediately for survey by carriers' or bailees' representatives if any loss or damage is apparent and claim on the carriers or bailees for any loss or damage found during the survey;
- 13.5 give notice, in writing, to the carriers or bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery;
- 13.6 *you* must immediately notify *us*, or *our* nominated survey/settling agent, what has happened and promptly send full details including details of any other insurance on the *subject matter insured* and the following documentation:
 - 13.6.1 original or copy of shipping invoices, shipping specifications and/or weight notes;
 - 13.6.2 original bill of lading, waybill and/or other contract of carriage;
 - 13.6.3 landing account and weight notes at final destination;
 - 13.6.4 documentary evidence of the extent of the loss or damage; and
 - 13.6.5 any correspondence with the carrier or bailee about their liability for loss or damage.
- 13.7 *You* must not authorise any repairs to the *subject matter insured* without *our* consent.

14. Claims settlement

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

15. Goods and Services Tax

All sums insured and limits in this policy (except for any excess) exclude the Goods and Services Tax (GST).

Where GST is recoverable by *us* under the Goods and Services Tax Act 1985, we will add GST, where applicable, to claim payments.

16. Fraudulent claim

If *you* or any one 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.

17. Policy cancellation

We may cancel this policy at any time by giving notice in writing to *you*, such cancellation to take effect after 30 days from the time the notification is received by *you*. Upon cancellation by *us* a refund of premium will be allowed pro rata for the unexpired *period of insurance*.

17.1 *You* may cancel this policy at any time by giving notice in writing to *us*.

17.2 We may cancel this policy at any time by giving notice in writing to *you*, such cancellation to take effect after 30 days.

17.3 Within 30 days of the effective date of cancellation *you* must advise *us* of the actual gross charges figures for the period the policy has been in force to enable *us* to calculate the premium due for the period. The difference between this premium and the deposit will either be paid by or allowed to *you* but subject to a retention by *us* of a minimum premium of 75 per cent of the proportionate part of the estimated annual premium for the period the policy has been in force.

18. War and strikes cancellation

The cover against war and/or strikes risks (as defined in the relevant Institute War and Strikes Clauses) may be cancelled by either *you* or *us* giving written notice. Such cancellation shall become effective on the expiry of seven days (or two days in respect of strikes risks on shipments to and from the United States of America) from midnight on the day on which written notice of cancellation is issued to or by *us* but shall not apply to risks which have attached in accordance with the conditions of the Institute War and/or Strikes clauses before the cancellation becomes effective.

Within 30 days of the effective date of cancellation *you* must advise *us* of the actual figures for the period war and/or strikes cover has been in force to enable the applicable war and/or strikes premium due for the period to be calculated and the premium prepaid for these risks to be adjusted.

19. Other insurance

Provided it is permitted by law, where two or more insurance policies cover the same risk, we will only pay the amount of the claim which exceeds the amount recovered under the other policy up to the limits provided for under this policy.

20. Law and jurisdiction

This policy is subject to New Zealand law and jurisdiction.

Additional clauses

21. Accumulation

The limit of liability stated in the *schedule* will not apply in the event of, or during, forced transshipment or after arrival of the overseas vessel at the port or place of discharge, provided that any accumulation of the *subject matter insured* during the ordinary course of transit beyond the limit of liability has not arisen from circumstances within *your* control.

If accumulation of the *subject matter insured* beyond the limit of liability occurs at any other time because of interruption of the transit and/or circumstances beyond *your* control, *we* will, provided *you* give notice to *us* as soon as *you* are aware of the situation, grant cover up to but not more than:

21.1 double the limit of liability any one conveyance as stated in the *schedule*; or

21.2 \$10,000,000,

whichever is the lesser.

22. Acquired companies

This insurance will cover any company or entity formed or acquired by *you* during the *period of insurance*. However, *you* must hold a controlling interest in the company or entity or must accept responsibility for its insurance. In addition, *you* must:

22.1 inform *us* of the formation or acquisition within 30 days;

22.2 provide *us* with the same information in relation to the company or entity that *you* provided to *us* when applying for or renewing this policy;

22.3 agree to any additional conditions relating to the insurance in respect of the company or entity; and

22.4 pay any additional premium *we* may charge.

23. Airfreight replacement (imports only)

If loss or damage occurs, to the *subject matter insured* while being imported, which is recoverable under this policy, *we* will pay the cost of either returning the *subject matter insured* to the manufacturer for repair and return or replacing the *subject matter insured* or parts from the supplier by air, whether or not the *subject matter insured* was originally sent by air. Claims made under this clause are subject to a limit of \$50,000 any one loss or occurrence in addition to the sum insured.

24. Brands

We will not sell or dispose of salvaged branded goods without *your* consent. If *you* do not give *your* consent *we* may retain the goods and their reasonable salvaged value will be deducted from the amount payable in respect of the claim.

25. Cargo ISM forwarding charges

This policy is extended to reimburse *you* up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, sorting and forwarding the *subject matter insured* to the destination to which it is insured following release from a vessel arrested, or detained at, or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either to:

25.1 the vessel not being certified in accordance with the International Safety Management (ISM) code; or

25.2 a current Document of Compliance not being held by her owners or operators as required under the Safety of Life at Sea (SOLAS Convention 1974 as amended).

This clause, which does not apply to General Average or Salvage or Salvage Charges is subject to all other terms conditions and exclusions contained in the policy.

26. Containers

This policy will cover *your* legal liability for physical loss of or damage to shipping containers and/or flat racks in *your* care, custody and control to a limit of \$25,000 any one loss or occurrence in addition to the sum insured.

27. Container demurrage charges

This policy will cover demurrage charges and/or late penalties assessed against *you* for the late return of containers when they are retained by *you* on *our* instruction for inspection following a claim to a maximum of \$50,000 any one loss or occurrence in addition to the sum insured.

The period for which *we* will be liable begins at the time *we* instruct *you* to retain the containers and finishes at the time *our* surveyor instructs *you* to return the container.

28. Debris

This policy covers the cost of removal and disposal of damaged, deteriorated or contaminated *subject matter insured* and of cleaning and decontamination to a limit of up to \$50,000 any one loss or occurrence in addition to the sum insured.

29. Deck cargo

If the *subject matter insured* is shipped on deck of vessels other than in general purpose I.S.O fully enclosed containers it is insured according to the conditions stated in the *schedule* but excluding loss, damage or expense caused by or arising from rust, oxidisation, discolouration, fresh water or sea water unless as a result of a peril insured by the Institute Cargo Clauses (B) with sub clause 1.2.3 deleted.

30. Delayed unpacking

In the case of delay in opening cases or packages (except those showing signs of damage, wetting or staining) loss or damage discovered when they are opened within 90 days of delivery will be treated as having happened during an insured transit unless there is evidence to the contrary.

31. Difference in coverage

When the *subject matter insured* is purchased on CIF or similar terms this policy will insure the difference in the policy conditions of the insurance arranged by the seller or their agents and the insurance provided by this policy provided such difference has arisen from fault or neglect of the seller or their agents complying with *your* instructions. Consignments coming within the terms of this extension will be valued and declared in accordance with the policy conditions.

Claims recoverable under this clause are subject to the following provisions:

31.1 *you* must protect and pursue all legally enforceable means to recover the full amount of the loss or damage from the seller in accordance with the terms of purchase before claiming on this policy;

31.2 *you* must give to *us* all rights and remedies in respect of any recourse *you* may have for such loss or damage; and

31.3 *you* must cooperate in all aspects of the recovery.

The existence of this clause must not be disclosed to the seller or any other interested party.

32. Duty (imports only)

this policy also covers the increased value of *subject matter insured* being imported consequent upon payment of duty at destination. Where the insurance continues beyond the time of landing from the conveyance the increased value will then attach in the same manner as an additional insurance on the *subject matter insured* from the time of payment of such duty and to the extent of the amount actually paid.

However, no claim will be payable:

32.1 in the event of total loss of the *subject matter insured* or total loss of part of it and/or total loss of the conveyance before arrival at destination;

32.2 for general average;

32.3 in respect of duty waived by customs authorities at destination on shipments arriving damaged by a peril covered under this policy; or

32.4 in cases where no duty or landing charges are paid.

33. Exhibition/demonstration

This policy is extended to include:

- 33.1 *subject matter insured*, which includes stands, fixtures, fittings and exhibition equipment, in transit to or from and while at exhibition premises to a limit of \$200,000 any one loss or occurrence in addition to the sum insured;
- 33.2 incurred expenses arising from the failure of the exhibitor to exhibit the goods as a direct result of loss or damage recoverable under clause 1 to a limit of \$10,000 any one loss and in the aggregate during the policy period but excluding any consequential loss absolutely;
- 33.3 theft or pilferage from an unattended stand(s) is excluded:
 - 33.3.1 during the opening hours of the event;
 - 33.3.2 outside the opening hours of the event unless following forcible entry into and/or exit from the exhibition site.

however cover does not include loss or damage arising from demonstration, use or testing or damage to the *subject matter insured* being returned from an exhibition unless packed to the same standard as the outward transit.

Notwithstanding any excess noted in the *schedule* claims under this clause 33 are subject to an excess of \$250 each and every loss.

In the event of the *subject matter insured* being sold from the exhibition, cover terminates at the time of lifting for removal from the premises.

34. FOB Pre-shipment (imports only – not available for bulk cargo)

Notwithstanding the provisions of the contract of sale, where the *subject matter insured* is purchased, for import, on an FOB, CFR or similar basis, provided such *subject matter* is not bulk cargo, this insurance attaches from the time the *subject matter insured* is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the commencement of transit. If loss or damage occurs which is payable under this extension you agree to use all reasonable means to recover the full amount of the loss or damage from the seller in accordance with the terms of purchase before calling on this policy for payment.

In the event of payment under this clause, we are entitled to subrogation of *your* rights of recourse against the sellers. You must not disclose the existence of this clause to the seller or any other interested party.

35. General average and salvage

For the purpose of claims for general average contribution and salvage charges the *subject matter insured* shall be deemed to be insured for its full contributory value.

36. Hotel/Motel (transits within Australia and New Zealand only)

In the event you are obliged to stay overnight in a hotel/motel anywhere within Australia or New Zealand the *subject matter insured* remains covered provided it is in a vehicle which is locked and parked within the hotel/motel complex and not in the street.

37. Labels

In the event of loss or damage to labels or wrappers caused by an insured peril, we will not be liable for more than the cost of new labels, capsules or wrappers and the cost of re-labelling and repacking but only up to the insured value of the *subject matter insured*.

38. Over-carried

Should any *subject matter insured* be over-carried, this policy extends to cover such interest until return to port of destination, subject to any additional premium we may require.

39. Packers

The insurance applies while the *subject matter insured* is in transit to or from packers' premises and while there for packing up to a maximum of 30 days.

40. Pollution

We will pay for loss of or damage to the *subject matter insured* caused by government authorities acting in the public interest to prevent or mitigate a pollution hazard or threat following a risk insured under this policy to the *subject matter insured*.

41. Re-consigned or re-shipped

Subject to the terms and conditions of this policy where the *subject matter insured* has been insured to a named port and is re-consigned or re-shipped direct from the wharf to ports within Australia and/or New Zealand, the insurance continues until final destination without payment of extra premium or prior notification.

42. Sealed containers

Claims for theft, shortage or non-delivery of a whole package or item shipped in a container will not be invalidated solely because the seals appear intact on delivery, provided we are given:

42.1 documentary evidence the package or item was loaded into the container; and

42.2 a copy of the discharge tally sheet or claused delivery notes to substantiate the loss.

43. Sellers interest (exports only)

This extension will only apply to *subject matter insured* that is exported if, under a contract of sale, *you* do not have a responsibility to arrange insurance up to final destination and *you* make a provisional declaration of all such exports of *subject matter insured* within the voyage range of this policy at the commencement of each policy period for which sellers interest premium is charged.

43.1 Full cover will apply if title reverts to *you* because the buyer fails to:

43.1.1 accept the *subject matter insured*;

43.1.2 take up the documents of title; and

43.1.3 pay for the *subject matter insured*,

and *you* exercise a right or lien to interrupt the transit and/or suspend the contract of sale in order to protect *your* interests.

43.2 Cover will remain in force until either:

43.2.1 the *subject matter insured* is accepted by the buyer;

43.2.2 the *subject matter insured* is sold to an alternative buyer;

43.2.3 the *subject matter insured* is returned to *you*; and

43.2.4 sixty days from the arrival of the overseas vessel at the port of discharge, whichever first occurs.

43.3 We will not pay for loss or damage to the *subject matter insured*:

43.3.1 unless immediate notice is given to *us* when a contingency in 43.1.1, 43.1.2 and/or 43.1.3 above occurs;

43.3.2 if the existence of this extension is disclosed to the buyer, its insurers or any other interested party;

43.3.3 if this extension or any interest in the *subject matter insured* is assigned;

43.3.4 if the loss is recoverable from credit insurers;

43.3.5 arising from government action and/or regulations preventing transfer of currency; or

43.3.6 if *you* have not declared to *us* all exports of the *subject matter insured* within the voyage range of this policy where *you* do not have a contractual responsibility to arrange or provide insurance up to the final destination.

This extension is not a double insurance. *You* must use all reasonable and usual care, skill and forethought and take all practical measures which may be required by *us* to prevent or minimise loss and to enforce the contract of sale.

When a claim is paid under this extension we are entitled to exercise *our* right of subrogation as outlined in clause 12.

44. Shut out

In the event of the *subject matter insured* being 'shut out' from a vessel, this policy extends to cover the *subject matter insured* while waiting on the wharf, quay or pier or for the transfer to and whilst at another wharf, quay or pier and onforwarding by another vessel, subject to *you* notifying *us* as soon as *you* become aware of such event.

45. Sorting charges

This policy will cover costs incurred by *you* if *you* are instructed to separate shipping packages to ascertain the cause of loss or damage to the *subject matter insured*. These costs will be paid by *us* whether or not a claim under the policy is paid.

46. Strikes diversion expenses (imports only)

We will pay any additional expense incurred by *you* when importing the *subject matter insured* following the exercise by the ship owners or charterers of any liberty granted by the contract of affreightment where solely in consequence of strikes, riots, civil commotions, lockouts or labour disturbances, or conditions arising from them, the *subject matter insured* is over carried to or discharged at a port other than the intended port of discharge under the contract of affreightment. The additional expense is payable irrespective of any other loss, whether partial or total, recoverable under this policy.

However, we will not be liable of any claims unless the liberty referred to is exercised prior to the expiry of 15 days from midnight on the day on which the strikes, riots, civil commotion, lockouts or labour disturbances cease to be in active operation.

Our liability under this extension is limited to 20 per cent of the insured value of the *subject matter insured* or \$25,000 whichever is lesser any one loss or occurrence in addition to the sum insured.

This extension is subject to an excess of 10 per cent of the amount recoverable for claims made under this extension.

Exclusions

The following exclusions apply *in addition* to the exclusions contained in the Institute clauses or stated elsewhere in the *schedule* and attachments to this policy.

47. Mechanical or electronic derangement

This policy excludes mechanical, electrical or electronic breakdown or malfunction of the *subject matter insured* where there is no external evidence that an insured event has occurred.

48. ISM exclusion

This policy excludes loss, damage or expense where the *subject matter insured* is carried by a vessel that is not ISM certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the *subject matter insured* on board the vessel, *you* are aware, or in the ordinary course of business should have been aware that either:

48.1 the vessel was not certified in accordance with the ISM Code; or

48.2 a current Document of Compliance was not held by its owners or operators as required under the SOLAS convention 1974 as amended.

This exclusion will not apply where this insurance has been assigned to the party claiming under this policy who had bought or agreed to buy the *subject matter insured* in good faith under a binding contract.

49. Terrorism exclusion

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

49.1 *terrorism*: and/or

49.2 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 50 below.

50. 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:

- 50.1 as per the transit clauses contained within the contract of insurance;
- 50.2 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;
- 50.3 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;
- 50.4 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;
- 50.5 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
- 50.6 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 50.1 to 50.6 above.

51. Information technology hazards exclusion

This insurance does not cover losses otherwise recoverable arising directly or indirectly out of:

- 51.1 loss of or damage to; or
- 51.2 a reduction or alteration in the functionality or operation,
of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment whether *your* property or not unless the losses are caused directly by one or more of the following perils:
 - theft of equipment;
 - collision;
 - sinking, grounding or stranding of the carrying vessel;
 - overturning or derailment of land conveyance;
 - jettison or washing overboard;
 - fire, lightning, explosion;
 - aircraft or vehicle impact;
 - falling objects; or
 - windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

52. Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clauses – USA/Canada endorsement

When the policy schedule states the Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause (RACCBE) is to apply, the inclusion of this clause in the policy is material to *our* 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 USA, or any province or territory of Canada, the remainder will stay under full force and effect under the laws of that state, territory, district commonwealth or possession, province or territory. Further any such finding will not alter the enforceability of the RACCBE under the laws of any other state, territory, district, commonwealth or possession of the USA, or any province or territory of Canada, to the fullest extent permitted by applicable law.

53. Institute Cyber Attack exclusion

53.1 Subject only to clause 53.2 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.

53.2 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 53.1 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.

54. 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.

Proteus Marine Insurance

Office Address:

AIG Building, Level 1, 41 Shortland Street, Auckland, 1010

Postal Address:

PO Box 105647, Auckland City Post Shop, Auckland 1142

Toll Free: 0800 455 006

Email: customerservice@proteusinsurance.co.nz

www.proteusinsurance.co.nz

