

# Single Transit Household Goods & Personal Effects

Call us: 09 377 1432  
email: hello@ando.co.nz  
PO Box 6649, Wellesley Street, Auckland 1141, New Zealand



## Introduction

**We** are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand.

This means **We** will:

- (a) provide insurance contracts which are understandable and show the legal rights and obligations of both **Us** and **You**;
- (b) ask **You** questions which are material to **Us**, but **You** must tell **Us** any information that may affect a decision about insuring **You**;
- (c) explain the meaning of legal or technical words or phrases;
- (d) explain the special meanings of particular words or phrases as they apply in this policy;
- (e) manage claims quickly, fairly and transparently;
- (f) clearly explain the reason(s) why a claim has been declined;
- (g) provide **You** with a written summary of **Our** complaints procedure as soon as disputes arise, advise **You** how to lodge a complaint and tell **You** about the Insurance and Financial Services Ombudsman Scheme.

## Section 1: Coverage

In consideration of the payment of the premium to **Us** by or on behalf of **You** and in reliance on the written proposal and any other underwriting information provided, which will be deemed to be incorporated into this policy, **We** will indemnify **You** for goods specified in the **Schedule** and insured by **Us** under this policy, subject to the following policy terms:

### 1.1 Premium Cover (not available for owner-packed goods)

This policy covers accidental **Loss** or **Damage** to the goods insured, including all of the perils listed in the Basic Cover, except as excluded under Section 4.

#### **Mechanical and Electrical Derangement**

This policy covers damage to electronic equipment caused by mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured peril has occurred. The maximum amount **We** will pay for any one claim under this clause is \$25,000. Exclusion 4.4 shall be of no effect where Premium Cover applies.

#### **Pairs and Sets Cover**

This policy covers the replacement value of an entire pair or set when only one item in that pair or set has been damaged by an insured peril. The maximum amount **We** will pay for any one claim under this clause is \$25,000.

### 1.2 Basic Cover

This policy covers **Loss** to **Your** goods directly caused by any of the following perils:

- (i) collision of the conveyance, vessel or aircraft carrying the goods with an external object;
- (ii) burglary following violent and forcible means (or threat thereof) of the goods insured from any professional storage facility or securely locked vehicle whilst in the ordinary course of transit;
- (iii) crashing or forced landing of any aircraft carrying the goods;
- (iv) derelict weapons of war;
- (v) discharge of the goods at a port of distress;
- (vi) entry of water into any vessel hold, container or place of storage;
- (vii) explosion, flood, fire or lightning;

- (viii) capsizing, grounding or sinking of any vessel carrying the goods;
- (ix) jettison of the goods from a vessel;
- (x) non-delivery of an entire package or item (provided always that if the goods are owner-packed, a full itemised and valued inventory was attached to the application for this insurance);
- (xi) derailment, jackknifing or overturning of the land conveyance carrying the goods;
- (xii) strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.
- (xiii) civil war, insurrection, rebellion, revolution, war or any hostile act by or against a belligerent power and civil strife, capture, seizure, arrest, restraint or detainment arising from these events not otherwise excluded.

#### **Pairs and Sets Cover**

Where any item consists of articles in a pair or set, **We** will not be liable for more than the value of any particular part or parts which suffers **Loss**, without reference to any special value which such article or articles may have as part of such pair or set, and in no case will **We** be liable for more than a proportionate part of the insured value of such pair or set.

### **1.3 Basis of valuation**

- (a) Premium Cover:
  - (i) Replacement value for furnishings and household appliances less than 10 years old;
  - (ii) Replacement value less an allowance for wear, tear and depreciation for all other items.
- (b) Basic Cover:

Replacement value less an allowance for wear, tear and depreciation.

### **1.4 Costs and Expenses**

In addition to the applicable limit of indemnity or any specified sub-limit in the Certificate of Insurance. **We** will pay **Costs and Expenses** necessarily and reasonably incurred in relation to a claim for **Loss** including for averting or minimising at **Loss** for which there is cover under this policy.

### **1.5 Duration Clause**

Cover under this insurance attaches at the time the goods are uplifted from the place detailed on the Certificate of Insurance or in the policy immediately prior to loading into the conveyance or shipping container. Cover continues in the normal course of transit, including temporary storage arranged by **You** at a professional storage facility, for a period of up to thirty days prior to delivery or including extended storage as shown on the Certificate of Insurance or in the policy.

Cover shall cease either:

- (a) Upon delivery of the goods into the intended delivery address at the destination named on the Certificate of Insurance or in the policy; or
- (b) Provided delivery is delayed beyond **Your** control, on the expiry of sixty days after discharge of the goods from the overseas vessel at the final port of discharge.

whichever shall first occur, unless otherwise agreed in writing by **Us**.

Note: This insurance does not cover **Loss** which occurs during packing or unpacking of the goods.

### **1.6 Excess**

Claims payable are subject to the excess shown on the Certificate of Insurance, which shall apply per claim or series of claims consequent on, or attributable to, one event. The excess will not however apply to claims for general average or salvage charges.

## **Section 2: Additional Coverage Clauses**

### **2.1 Brands Clause**

**We** will not sell or dispose of salvaged branded goods without **Your** consent. If **You** decline to consent **You** may retain the goods but their reasonable salvaged value will be deducted from the amount otherwise for the claim.

### **2.2 Expediting Expenses Clause**

In the event of a claim recoverable under this policy, this clause insures airfreight and incidental costs and charges incurred to expedite repair, replacement or restoration of the lost or damaged goods.

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Insurance provided under this clause is limited to \$10,000 and is additional to the sum insured on the Certificate of Insurance.

### 2.3 General Average and Salvage Charges

This policy covers general average and salvage charges in full notwithstanding that the insured value may be less than the contributing value or actual value of the goods.

### 2.4 Removal of Debris

**We** will pay the costs of disposal, removal or destruction of the goods in consequence of a claim recoverable under this policy. In no case shall this policy cover any liability, cost or expense arising in respect of pollution, contamination or pollution cleanup costs, fines or penalties.

Cover provided under this clause is limited to \$10,000 and is additional to the sum insured on the Certificate of Insurance.

### 2.5 Temporary Accommodation Clause

This policy will also pay reasonable costs of accommodation incurred in consequence of a valid claim preventing **You** from inhabiting **Your** normal accommodation, provided:

- (a) costs are limited to a daily rate of NZ\$500, up to a maximum amount of NZ \$5,000 in total;
- (b) this extension will not reimburse costs that would have been incurred irrespective of the **Loss**.

## Section 3: Definitions

### 3.1 Costs and Expenses means:

- (a) Any legal costs, disbursements, witnesses' costs, assessors or adjusters' costs or experts' costs incurred by **Us**, or by **You** with **Our** prior written consent.
- (b) Costs and expenses does not include any costs of **Your** time including for the avoidance of doubt, any time spent in assisting **Us** or **Our** appointed lawyers with the defence or investigation of any claim.
- (c) Any **Costs** incurred in averting or minimising any claim otherwise covered.

### 3.2 Loss means:

Physical loss or physical damage.

### 3.3 Schedule means:

The current Schedule or Certificate of Insurance issued by **Us**.

### 3.4 We, Us, Our means:

Ando Insurance Group Limited for and on behalf of the Underwriters noted in the Certificate of Insurance.

### 3.5 You, Your means:

The assured(s) named in the Certificate of Insurance.

## Section 4: Exclusions

**We** will not indemnify **You** for any claim in respect of or alleging:

### 4.1 Climatic Changes Exclusion

**Loss**, liability or expense proximately caused by climatic and/or atmospheric changes.

### 4.2 Cyber Attack Exclusion

In no case shall this policy cover **Loss**, 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.

### 4.3 General Exclusions:

- Depreciation or loss of originality consequent upon repair of damage.

- **Loss** caused by water, from any source and in any form, when the goods are shipped in containers, other than in approved I.S.O. containers of solid roof and wall construction.
- **Loss** of data from **Your** computer hardware or software.
- **Loss** or caused by wear and tear, moth or vermin.
- **Loss** or expense caused by delay.
- **Loss** to goods as a result of inevitable, normal and customary deterioration and/or depreciation of the goods arising from storage, transportation and/or handling.
- **Loss** which may be indemnified under the provisions of the Earthquake Commission Act 1993 and its Amendments, and any excess applied by the Earthquake Commission.

#### 4.4 Mechanical or Electrical Derangement

Mechanical or electrical derangement or misalignment unless evidenced by visible external damage to the cargo, its packaging or container, or any package or container being dropped whilst loading on to or unloading from the vessel craft or conveyance.

#### 4.5 Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion

**Loss**, liability or expense directly or indirectly caused by or contributed to by or arising from:

- 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;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 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;
- any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 4.6 Sanction Limitation and Exclusion

**We** will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 4.7 Secondhand or Used Cargo

**Loss** to second-hand or used goods caused by rust, oxidation and discoloration unless proximately caused by entry of sea, lake or river water into the vessel, craft, hold, conveyance, container, liftvan or place of storage;

#### 4.8 Shipments on Deck

**Loss** or expense caused by water, from any source and in any form, other than jettison or washing overboard, when the goods are carried on the deck of a vessel or craft and not packed in a fully enclosed ISO container of solid wall and roof construction.

#### 4.9 Storage Risks

Where the goods have been in storage, and the period of storage has not been insured under this insurance, this policy does not cover **Loss**:

- attributable to storage;
- not proven to have occurred during the actual period of transit insured by this insurance;
- caused by non-delivery of packages or items, unless it can be clearly proved that such **Loss** occurred during the period of transit covered by this insurance.

#### 4.10 Theft

Where the goods are carried in vehicles owned or operated by **You**, or persons operating a vehicle with **Your** permission, this policy 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.

## Section 5: Excluded Cargo

This policy does not cover:

- (a) antiques or artwork valued at over \$5,000;
- (b) diamonds, specie, bullion, jewellery, watches and precious and/or semi-precious stones, works of art, coin or stamp collections;
- (c) bloodstock;
- (d) bulk goods;
- (e) fresh, frozen or chilled goods (perishable goods);
- (f) general cargo other than household goods and personal effects;
- (g) live cargo;
- (h) money (such as bank notes, bonds, negotiable instruments, or securities of any kind);
- (i) motor vehicles, motorcycles, caravans, trailers, campervans, mobile plant or aircraft.

## Section 6: Conditions of Insurance

### 6.1 Average

If at the time of **Loss** the goods insured are collectively of a greater value than the total sum insured then **You** shall be considered as being **Your** own insurer for the difference and bear a rateable share of the **Loss** accordingly.

Example

Sum Insured	\$ 10,000	The Claim Adjustment is calculated as follows:				
Claim	\$ 1,000	<u>\$10,000</u>	x	<u>\$1,000</u>	= \$500	Amount claimable
Value of goods	\$ 20,000	\$20,000		1		before excess.

### 6.2 Avoidance of Delay

It is a condition of this policy that **You** must act with reasonable dispatch in all circumstances within **Your** control to prevent or minimise **Loss**.

### 6.3 Change of Destination

Provided the goods remain in the ordinary course of transit, this policy will continue to cover the goods in the event of a change of destination. **You** must report to **Us** any such change as soon as it becomes known to **You** and must pay any additional premium, if required, at rates to be agreed.

### 6.4 Claims Settlement

**We** have the option to settle up to the sum insured by payment, reinstatement or repair and will base settlement on:

- (a) replacement value for furnishings and household appliances (excluding carpets, floor coverings, blinds, curtains and) less than ten years old;
- (b) replacement value for carpets, floor coverings, blinds and curtains less than five years old;
- (c) indemnity value for all other household contents and personal effects (including computer equipment). Indemnity value means replacement value less an allowance for depreciation;
- (d) where **We** elect to pay for the reasonable cost of repair, no claim is payable for depreciation or **Loss** of originality consequent thereon (following repair).

The maximum payable for any one item, under this policy, is \$3,000 unless the item and its replacement value are noted in the proposal.

### 6.5 Constructive Total Loss

No claim for constructive total loss shall be recoverable unless the goods are reasonably abandoned either because their actual **Loss** appears to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the intended destination would exceed their value on arrival.

## 6.6 Fraud

If any answers or statements in respect of any claim, or in any information provided to obtain, amend or renew this insurance, are false in any way, **We** will not provide any indemnity to **You** under this policy.

## 6.7 Goods and Services Tax

Where, on receiving any indemnity payment under this policy, **You** are liable to pay tax under section 5(13) of the Goods and Services Tax Act 1985 (or any re-enactment or substitute), **We** will indemnify **You** for the cost of that tax. The indemnity under this clause is in addition to the applicable limit of indemnity.

## 6.8 Jurisdiction

This policy is subject to New Zealand law and practice. All disputes arising out of or in relation to this policy shall be determined by court proceedings in New Zealand. The New Zealand Courts shall have exclusive jurisdiction to hear and determine any such proceedings.

## 6.9 Notification of Claims

**You** must advise in writing as soon as practicable and provide all information to **Us** of any event or circumstances, which might give rise to a claim under this policy.

In the event of any **Loss**:

Report all claims to: [Claims@ando.co.nz](mailto:Claims@ando.co.nz)

+64 (0) 800 567 333

### Actions to be Taken in the Event of Loss:

- (a) Where damage is evident, always ensure **Your** employees or **Your** agents accept the goods with a receipt which acknowledges the damage.
- (b) All goods should be examined for hidden damage within five working days of receipt.
- (c) Upon discovery of damage, **You** should give immediate notice to **Us**.
- (d) Lodge an "Initial Notice of Claim" on all transport operators immediately damage becomes apparent. An "Initial Notice of Claim" advises those who handled the goods or were responsible for their well-being that one or more items have been damaged and are available for their inspection. In particular **You** should lodge this Notice on any transport operator or freight forwarder who issued or tendered a transport document (i.e. bill of lading, truck/rail consignment note, air waybill) to **You**.
- (e) Unless it is imperative to commence unpacking (i.e. to prevent further **Loss**), **You** should leave goods in their container or packaging until a survey has been made. Where unpacking is necessary, retain packaging for the surveyors' inspection.
- (f) If the goods were shipped in a container on an FCL basis and have suffered water damage, **You** must check the container for leaks. **You** should obtain independent verification prior to releasing the container.
- (g) If a survey is not required, **You** should continue to do everything necessary to reduce the **Loss** and safeguard the property.
- (h) Upon completion of the assessment of damage, lodge a valued claim against all those believed responsible for the damage. (A valued claim is a claim with an accurate value of **Loss**).
- (i) Always ensure full documentation is submitted to **Us** as soon as possible.

## 6.10 Other Insurance

Upon giving notice of any claim, **You** will provide **Us** with written details of any other insurance that may cover or partially cover that claim.

In the event that **You** hold other insurance cover with another insurer in respect of any claim, the indemnity under this policy shall not be available until the limit of indemnity under any other policy has been exhausted.

## 6.11 Replacement

Where the cargo is a machine, in the event of **Loss** to any part or parts of such machine, caused by a risk covered by this policy, 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 sum 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.

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

## 6.12 Termination of Transit Clause (Terrorism) 2009

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

- (a) 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** to the **Goods** caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the **Goods** being in the ordinary course of transit and, in any event, shall terminate either;
- (i) as per the transit clauses contained within the **Policy**, or
  - (ii) 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 herein,
  - (iii) 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 herein, which **You** or **Your** employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - (iv) 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
- (v) in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods from the overseas vessel at the final port of discharge,
  - (vi) in respect of air transits, on the expiry of 30 days after unloading the goods from the aircraft at the final place of discharge,
- whichever shall first occur.
- (b) 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 the Coverage 1.5 *Duration*.

## 6.13 Words

Certain words in this policy have a specific meaning. These words appear in bold and **You** will find the meaning listed in Section 3 'Definitions' of this policy. Words importing persons will include companies and other legal entities. The singular includes reference to the plural and vice versa, and reference to any gender includes all other genders.

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