



QBE Insurance (Australia) Limited

Cold Cargo Policy

Contents

Welcome to QBE Insurance and thank you for trusting us with your insurance.	3
Cold Cargo Policy	4
Section 1: Definitions	4
Section 2: Agreement	5
Section 3: Transits insured	5
Section 4: Goods insured	5
Section 5: Events insured	6
Section 6: Events uninsured	7
Section 7: Claim settlement	8
Section 8: Premiums and declarations	10
Section 9: Others insured	10
Section 10: Cancellation	11
Section 11: Claims Procedures	11
Section 12: Law and practice	12
Section 13: Duty of disclosure	12

Welcome to QBE Insurance and thank you for trusting us with your insurance.

QBE has been committed to New Zealand and its commerce since 1888. We are Australasia's largest international insurance and reinsurance group and have specialist staff operating all over the globe, providing insurance to clients in over 140 countries. Our standing in the insurance marketplace has been achieved through consistent delivery of quality service to both our brokers and policyholders.

This is your Cold Cargo Policy document, which should be read in conjunction with your Policy Schedule. Together, they form your contract of insurance and tell you what you are, and are not, insured for.

We want your experience with QBE Insurance to be the best. To allow us to make your claims experience fast and easy, it is important that you provide us with all the information that could influence our decision about your insurance. You need to tell either QBE or your broker about facts known to you as well as those facts you become aware of, which you could have been reasonably expected to know about. If you are in any doubt as to whether or not a fact may be material to your insurance, you can discuss this with QBE or your broker who will guide you.

By not telling us something that it was your duty to tell us it may mean that your claim may not be accepted or an entitlement under the policy could be reduced.

If you need help understanding any aspect of your insurance cover, please contact your insurance broker.

Cold Cargo Policy

Section 1: Definitions

If words are shown with initial capital letters, they are definitions and have a special meaning. These definitions apply to both singular and plural.

‘You’ or ‘Your’ means:

The Insured named in the schedule.

‘We’ or ‘Our’ or ‘Us’ means:

The insurer, QBE Insurance (Australia) Ltd.

‘CIF’, ‘FOB’, ‘CFR’ means:

International trade terms commonly referred to as INCOTERMS produced and published by the International Chamber of Commerce which set out the duties and responsibilities of the parties to the sale of Goods.

‘Conveyance(s)’ means:

Any ship, vessel, aircraft, postal service, rail and road transport used to transport the Goods.

‘Deductible’ means:

The amount you must pay towards a claim as specified in the schedule.

‘Goods’ means:

The property specified in Section 4 but unless specifically agreed in writing by us does not include:

- (a) fresh horticultural and harvested aqua-cultural produce of any description;
- (b) dry general cargo;
- (c) household Goods and personal effects;
- (d) works of art or antiques;
- (e) precious metals and stones, money, bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money;
- (f) live animals of all descriptions, live fish, live shellfish, live birds and live plants;
- (g) bulk liquids.

‘Insured Transits’ means:

The transits specified in Section 3 which are within the geographic limits set out in the schedule.

This Policy does not extend to include international transits to or from ocean ports or international airports and internal transits within the following countries and territories: Afghanistan, Algeria, Belarus, Bolivia, Burundi, Cameroon, Central African Republic, Chad, Cote d'Ivoire (Ivory Coast), Democratic Republic of Congo, Republic of Congo, Crimea, Cuba, Eritrea, Ethiopia, Georgia, Guatemala, Guinea, Guinea-Bissau, Republic of Guinea, Haiti, Iran, Iraq, Israel and the Palestinian Authority, Kenya, Lebanon, Liberia, Libya, Madagascar, Mali, Moldova, Myanmar (Burma), Nepal, Nicaragua, Niger, Nigeria, North Korea, Russia (including the North Caucasus region), Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tunisia, Turkey, Venezuela, Republic of Yemen, Ukraine (including: Crimea, Sevastopol, Donetsk, Luhansk), Former Yugoslavia (including: Bosnia, Herzegovina, Serbia, Montenegro), Zimbabwe.

Further, this Policy does not extend to include transits to and from ports and places within the following countries and territories: Azerbaijan, Bangladesh, Burkina Faso, Columbia, Ecuador, Indonesia, Jordan, Mexico (but not excluding transits by air), Pakistan, Peru, Saudi Arabia, Sri Lanka, India (Kashmir region), Uganda.

‘Limit(s) of Liability’ means:

The maximum amount We will pay you for any one accident or loss arising out of the same event and is the maximum value of Goods We insure that you can have on any one conveyance or at any location while in normal transit.

‘Normal Transit’ means:

The transit undertaken by any Goods by the method of carriage which is customary for the type of Goods in question, while being carried to the destination by the most direct route, including any delay customary for the Goods and type of carriage but excluding any delay or storage initiated by the Insured because of an unwillingness to take immediate delivery at the destination, or a desire to delay delivery at the destination as the case may be.

‘Policy’ means:

This policy wording, the current schedule, and any endorsement, all of which are to be read together.

‘Premium’ means:

The premium specified in the current schedule, any endorsement premium and any adjustment in accordance with Section 8, and includes any Government charges specified in the schedule.

‘Schedule’ means:

The document which specifies the particular details applicable and attaching to this policy.

‘Terrorism’ means:

- an act by any person acting on behalf of, or in connection with any organisation that causes, occasions or threatens harm by force or violence to influence or overthrow any government;
- an act caused by a person acting from political, ideological or religious motives;

‘terrorism’ shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

‘Warranty(ies)’ means:

A condition which you must strictly comply with before We have any obligations under this policy.

Section 2: Agreement

We agree to provide insurance as described in this Policy subject to the terms, limitations exclusions and conditions contained in or subsequently endorsed onto the Policy.

This insurance is in consideration of You agreeing to pay the Premium and providing to Us a signed proposal.

Should there be any change in circumstances or any change in the nature of the risks which are the basis of the contract, You must advise Us immediately and in writing. We will only be liable (to the extent of Our legal obligations) under this Policy if We have agreed in writing to the change.

Section 3: Transits insured

The Insured Transits are only those by conveyances as are specified in the Schedule and which commence within the period of insurance shown in the Schedule.

Each Insured Transit:

- 3.1 commences in respect of each item of Goods when the item is first moved for the specific purpose of loading on to the Conveyance for transit to a destination outside the shipper’s premises, continues during the normal course of transit;
 - 3.2 and terminates either:
 - (a) when each item of Goods is delivered to the intended destination either within the receiver’s premises or such other place as You or the receiver may instruct; or
 - (b) when the Goods have completed unloading from the Conveyance at any destination or place of storage which You elect to use for storage other than in the normal course of transit or for distribution; or
 - (c) on the expiry of five days after completion of discharge of the Goods from the Conveyance at the final port of discharge, whichever first occurs.
 - 3.3 excludes any period of storage other than in the Normal Transit.
- Subject to the provisions of Sections 3.1, 3.2 and 3.3 the Insured Transits include:
- 3.4 whilst in any freight forwarder’s premises, coolstore, coldstore or freezing chambers for the purpose of packing, consolidation or while awaiting transport on any Conveyance;
 - 3.5 any period while the Goods are ‘shut out’ from the Conveyance or intended destination;
 - 3.6 any period while the Goods have been ‘over carried’, until their return to the port of destination;
 - 3.7 any period while the Goods are awaiting on–shipment, including to an alternate destination other than that to which originally consigned, as a result of deviation, forced discharge, abandonment of voyage arising from the exercise of a liberty granted to the operators of the Conveyance under the contract of carriage.

Section 4: Goods insured

We insure:

- 4.1
 - (a) all frozen or chilled Goods, including their retail or sales packaging, which undertake the Insured Transit in a temperature controlled environment purchased or sold by You for which You have an insurable interest at the time of loss;
 - (b) where Goods are purchased by You on a CIF or similar basis and the seller has arranged transit insurance, We insure the difference between the insurance arranged by the seller and the insurance otherwise provided by this Policy provided that You include these Goods and pay Premium on their full value in accordance with Section 8;
 - (c) Goods, sold by You on a CIF or similar basis as provided by Section 9.
- 4.2 shipping containers while carrying Goods and while in transit to the extent that You are legally liable to pay for any physical loss of or damage to the container/s, up to a limit of NZD 50,000 per container any one transit;

4.3 Goods in which You as a buyer or seller retain or acquire a contingent financial interest, if:

- (a) the Goods are lost or damaged, and the loss or damage would otherwise be covered under this Policy; and
- (b) the other party is legally liable under the terms of sale to pay You for the Goods in spite of the loss or damage, but fails to do so, and You have taken all reasonable steps to safeguard the Goods and to recover payment from the other party.

It is a condition of this clause 4.3 that the existence of this cover is not disclosed to any other party interested in the Goods.

When We pay for such lost or damaged Goods, You authorise Us to act in Your name in any recovery action We may take against the other party and You undertake to give Us reasonable assistance in that action.

4.4 Goods of any company formed or purchased by You during the period of insurance, subject to the terms and exclusions and Limit of Liability of this Policy, provided that You have a controlling interest in such company(s), provide details to Us within sixty days of formation or purchase and pay such additional Premium as may be agreed by the date advised to You;

4.5 any return Goods, inwards or outwards, where You are responsible for insuring the Goods in transit, or have assumed that responsibility prior to any loss or damage to the Goods being reported to You;

4.6 transfers of stock between Your premises.

Warranties

Cover under Section 4 is subject to the following express Warranties:

- You warrant that airfreight transits for the entire duration of transit, including onwards flights where Goods are to be trans-shipped, shall be pre-booked in advance of the commencement of transit.
- You warrant that written instructions on transit temperatures and carriage requirements will be provided to freight forwarders, and/or operators of any Conveyance in advance of the commencement of transit.

Section 5: Events insured

Physical loss or damage

5.1 Subject to the Limit of Liability noted in the Schedule and the exclusions in Section 6, and further subject always to the Goods being in sound condition at the time of commencement of transit, this Policy covers loss of, deterioration of or damage to the Goods which arise during the Insured Transit including:

- (a) that caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;
- (b) that caused by any act of Terrorism;
- (c) malicious damage, unless caused or directed by You;
- (d) that caused by insufficiency or unsuitability of packing or preparation of the Goods to meet the normal forces of transit, unless it was caused, directed or agreed to by You;
- (e) that caused by fumigation ordered by a properly constituted authority which was not customarily required at the time the transit commenced;
- (f) that caused by the deliberate actions of governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat of pollution, provided that the event which caused this action would have been covered by this Policy if loss or damage been sustained;
- (g) that discovered on unpacking the Goods within 30 days of the Insured Transit terminating where there were no external visible signs of loss or damage to the packaging or container at time of delivery and where on the balance of probability the loss or damage occurred during transit.

5.2 If the Insured Transit is by sea or air, this Policy further covers where applicable:

- (a) any general average and or salvage contribution that You are required to pay under the terms of any contract of carriage. Payable in full and without reference to insured and contributory values;
- (b) general average sacrifice;
- (c) physical loss of or damage to the Goods, caused by war or warlike activities, which 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 whilst the Goods are on board the carrying ship, vessel or aircraft;
- (d) liability under any 'Both to Blame' clause in any contract of carriage.

Loss of profits

5.3 Subject to the Limit of Liability noted in the Schedule and the exclusions in Section 6, this Policy also covers Your loss of profits directly caused by:

- (a) loss of or damage to Goods for which a claim is payable under 5.1 or 5.2;
- (b) late or non arrival of Goods caused by any regularly Scheduled Conveyance being involved in or encountering:
 - (i) any loss, damage, accident or breakdown including slow steaming or other resultant delays arising therefrom;
 - (ii) any act of piracy;
 - (iii) any act of general average;
 - (iv) any act of salvage or life saving operation.

The cover provided under 5.3 (b) shall only apply from the time the Goods are physically loaded onto the Conveyance.

Section 6: Events uninsured

This Policy does not cover:

- 6.1 Claims arising from Your willful misconduct.
- 6.2 Ordinary leakage, ordinary loss in weight or volume, ordinary wear and tear of the Goods.
- 6.3 Loss, damage or expense arising from any failure of You or Your employees to take all reasonable precautions to ensure that the good are kept in refrigerated or, where appropriate, properly insulated and cooled space.
- 6.4 Loss, damage or expense arising from bone taint, salmonella, infection or contamination prior to transit, fault in preparation, dressing, cooling, freezing, wrapping or packing of the Goods.
- 6.5 Loss, damage, deterioration or expense arising from any process of maturing ripening or ageing of the Goods unless directly caused by circumstances or events otherwise insured under the Policy or caused by an accident to the Conveyance or the breakdown of temperature controlling machinery.
- 6.6 Loss, damage or expense arising from deterioration where the period the Goods were held in freezing or cold store chambers before commencement of transit is in excess of 60 days.
- 6.7 Loss, damage or expense arising from unfitness of any container, lift-van or Conveyance for the safe carriage of the Goods by air, sea or land where loading is carried out prior to the attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 6.8 Loss, damage or expense caused by embargo, rejection, prohibition or detention by the country of import or their agencies or departments but does not exclude loss or damage to the Goods insured caused by risks otherwise insured sustained prior to any such embargo, rejection, prohibition or detention.
- 6.9 Loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of a Conveyance where, at the time of loading of the Goods on board the Conveyance, You are aware, or in the ordinary course of Your business should be aware, that such insolvency or financial default could prevent the normal prosecution of the Insured Transit.
- 6.10 Loss, damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component there;
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 6.11 Notwithstanding any provision to the contrary contained in this Policy, in so far as this Policy covers loss of or damage to the insured Goods caused by Terrorism, such cover is conditional upon the insured Goods being in the normal course of transit and, in any event shall terminate either:
 - (a) as per Section 3.2; or
 - (b) on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which You elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
 whichever shall first occur.
- 6.12 Loss or damage that existed or occurred prior to the commencement of the Insured Transit.
- 6.13 Loss, damage or expense caused by ice, snow or water from any source when the Goods are shipped on the deck of any ship or vessel unless packed in a fully enclosed ISO container of solid wall and roof construction.
- 6.14 Loss, damage or expense arising or resulting from of an act of war, whether or not war has been declared, whilst Goods are not on board a ship, vessel or aircraft.

- 6.15 Loss of market or any other consequential or financial loss of any description, even if caused by any insured events. This exclusion will not apply to claims for Loss of Profits otherwise payable under Section 5.3 of this Policy.
- 6.16 Any loss or provide any benefit under this policy where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of any country.
- 6.17 Any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

6.18 Marine cyber risks as per the 'Marine Cyber Endorsement – LMA5403' below:

- (a) Subject only to paragraph (c) 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, computer process or any other electronic system.
- (b) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- (c) 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, paragraph (a) 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.

Section 7: Claim settlement

Physical loss or damage

7.1 If Goods are accidentally lost or damaged as result of an event covered by this Policy or delayed as a result of event covered by 5.3 (b) We will at Our option, subject to the terms and conditions of this Policy, the Limit of Liability and any provisions contained in the Schedule, pay You, repairers or other parties agreed with You:

the lesser of:

- (a) the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than their condition immediately prior to the loss or damage (including the reasonable cost of any necessary overtime); or
- (b) the commercial invoice value of the Goods plus freight charges if separately invoiced, plus an additional ten per cent (10%) added to the total, plus duty if incurred; or
- (c) in the case of movement of return Goods (inwards or outwards), stock transfers, transits within New Zealand and the movement of Goods other than for the reason of purchase or sale, We will pay the new replacement cost or, if not available, as near as possible to the same make, model or product specifications as are available.

7.2 If We make a payment under Section 7.1, We will also reimburse You the following additional costs (if You are required to pay them in the first instance):

- (a) the cost of air freighting replacement Goods from suppliers to the original destination, even if the original transit was not by air freight, up to NZD 50,000;
- (b) the reasonable costs and expenses incurred in cleaning up or decontaminating Your premises following the delivery or return of salvaged Goods, plus the cost of transport and disposal costs to remove those Goods, up to a limit of NZD 50,000 any one accident or series of accidents arising from any one event;
- (c) clean up and disposal costs at any accident site (excepting any liability, cost, expense, fine or penalty in respect of pollution, contamination or pollution cleanup), where You are legally or contractually obliged to pay those costs to a limit of NZD 50,000 any one accident or series of accidents arising from any one insured event;
- (d) any additional freight or salvage charges that You are required to pay to remove Goods from any accident site, including the cost of forwarding the Goods to their intended destination or to return the Goods to the place from which they were dispatched;
- (e) any reasonable costs paid by You in engaging external experts or labour to assist You in preparation of a claim;
- (f) the reasonable costs paid by You to avoid or minimise any further loss of or damage to the Goods.

- 7.3 If the Insured Transit is interrupted or terminated due to loss of or damage to the Goods otherwise covered by the Policy, abandonment or termination of the voyage arising as a result of a casualty to the Conveyance, or the insolvency or financial default of the carrier in circumstances not excluded by Section 6.9, or in the event of interruption or termination of the transit because of strikes, riots, civil commotions or labour disturbances whether or not loss or damage has been occasioned to the Goods, We will pay You the extra costs of freight and/or storage to forward the Goods to their intended destination, or to return the Goods to the place from which they were dispatched.
- 7.4 Where a loss is payable under this Policy, We will apply the following restrictions to payments:
- (a) for any damaged Goods bearing identifying brands or labels or other permanent markings, the Goods may be retained by You to dispose of as You see fit, provided a reasonable allowance is agreed for the value of the Goods and this allowance is deducted from the claim settlement;
 - (b) where only the labels or packaging are affected, We will pay You only the cost to recondition and/or replace those labels or packaging.
- 7.5 The amount payable for each adjusted claim will be automatically reduced by the amount of the Deductible shown in the Schedule.
- 7.6 The Limit of Liability shown in the Schedule including the additional benefit limits shown in Sections 7.2 and 7.3 shall apply to any one claim or series of claims arising from any one insured event. The limit(s) is automatically reinstated without additional Premium following payment of a claim.
- 7.7 If Goods and Services Tax (GST) is recoverable by Us:
- (a) the limit of Our liability specified in this Policy is exclusive of GST to the intent that, in the event of a claim, We will pay a maximum of that limit plus GST at the current rate of GST; or
 - (b) if no limit is specified We will pay the amount of the claim plus GST at the current rate.
- 7.8 Claims under this Policy are not subject to the application of average or under insurance.
- 7.9 If, at the time of any loss of or damage to the Goods, there is any other current insurance covering the same Goods, whether effected by You or by any other person, We will not be liable for more than the rateable proportion (having regard to the other insurances, whether marine or fire, and whether or not such other insurances are exempted from contributing either by the existence of this Policy or any other Policy) of such loss, damage, liability or expense.
- 7.10 Claims paid under this Policy are payable in New Zealand dollars. Foreign currencies will be converted to New Zealand dollars at the average daily Interbank rate of exchange as published at <http://www.oanda.com> for the date the Goods arrived or, if lost, were scheduled to arrive at the destination.
- 7.11 If, at the time of any loss of or damage to the Goods while in Normal Transit, it is found that there is accumulation of Goods in any one location or on any one Conveyance to a value in excess of the Limit of Liability of the Policy, We will extend the Limit of Liability to this excess amount provided that the accumulation of Goods occurred for reasons beyond Your control.
- You must give Us immediate notice of any accumulation of Goods beyond the Limit of Liability as soon as You become aware of it.
- In any event the maximum amount We will pay under this Policy is NZD 2,000,000, including any excess amount payable under Section 7.11.

Loss of profits

- 7.12 If We agree to pay a claim under Section 7.1 of the Policy We will pay You for Your loss of profits being:
- (a) the difference between the value of the Goods, including pre-paid freight charges at the commencement of transit, and the sound market value the Goods would have had on arrival at final destination of the complete shipment if the accident or loss had not occurred; or
 - (b) in the case of Goods for which You had already arranged resale where the sale is irrevocably lost as a result of loss of or damage to or late or non arrival of the Goods, the difference between the value the Goods would have had on arrival at final destination of the complete shipment had the accident or loss not occurred and the invoice value to Your customer less any charges You have not or will not incur; or
 - (c) in the case of Goods which were intended to be resold in the normal course of Your business and as a result of loss of or damage to or late or non arrival of the Goods, the ability to sell them is irrevocably lost, the difference between the value the Goods would have had on arrival at final destination of the complete shipment had the accident or loss not occurred and Your expected invoice value less any charges You have not or will not incur,

less the proceeds from the sale of the damaged Goods, if any.

Subject to You taking all reasonable steps to minimise a claim under this section of the Policy including replacing Goods lost or damaged where reasonable to do so.

Subject at all times to the terms, exclusions, and any provisions contained in the Schedule and the limits of liability of this Policy.

Section 8: Premiums and declarations

The deposit Premium payable under this Policy is based on the estimated total value of Goods insured provided by You for the period of insurance. The deposit Premium will be the minimum Premium for the period of insurance shown in the current Schedule.

You must supply a declaration of the actual value of all Goods within thirty days of the expiry of the period of insurance. If the Premium based on the actual value of Goods, calculated on rates agreed at the beginning of the period of insurance, exceeds the minimum deposit Premium, We will adjust the deposit Premium and You agree to pay the difference to Us by the date advised to You.

Your declaration of the actual value of all Goods will be the total value of Goods insured by this Policy, calculated on the same basis as claims are paid under Section 7.

Section 9: Others insured

9.1 Where You have agreed to arrange transit insurance on Goods sold by You on a CIF or similar basis You will retain the full benefits of this Policy until insurable interest in the Goods transfers to the purchaser. At that time the provisions of Sections 5, 6 and 7 will cease to apply and insurance for the benefit of the purchaser for the Goods in transit will be subject to the following terms and conditions only.

Basis of Valuation: CIF + ten per cent (10%)

Conditions: Goods moving by sea, road or rail:

Frozen Food:

- Institute Frozen Food Clauses (A) (Excluding Frozen Meat).
- Institute Frozen Food Extension Clauses.
- Institute War Clauses (Cargo).
- Institute Strikes Clause (Frozen Food) (Excluding Frozen Meat).
- Institute Classification Clause.

Frozen/Chilled Meat:

- Institute Frozen Meat Clauses (A).
- IMTA Frozen Meat Extension Clauses.
- Institute Strikes Clause (Frozen Meat).
- Institute War Clauses (Cargo).
- Institute Strikes Clause (Frozen Food) (Excluding Frozen Meat).
- Institute Classification Clause.

Goods moving by air:

- Institute Cargo Clauses (Air).
- Institute War Clauses (Air).
- Institute War Clauses (Air) (excluding sendings by post).
- Institute War Clauses (Air) (sendings by post).
- Institute Strikes Clause (Air).

For all Goods:

- Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Clause 10/11/2003.
- Institute Replacement Clause 1/12/2008.
- Termination of Transit Clause (Terrorism) JC2009/056.
- Communicable Disease Exclusion (Cargo) JC2020-011.
- Marine Cyber Endorsement LMA5403.
- Sanctions Limitation Exclusion Clause.

The Institute clauses referred to are those issued by the Institute of London Underwriters and are those current at the time of commencement of transit.

9.2 You may issue Cargo Certificates of Insurance in a form approved by Us to provide evidence of insurance to third parties, subject to the following restrictions:

- (a) Cargo Certificates may be used only for Goods insured under this Policy.
- (b) Terms, conditions, and values entered upon a Cargo Certificate by You must conform to this Section 9 unless You have obtained Our agreement in writing to other terms.
- (c) Copies of all Cargo Certificates issued by You must be sent to Us promptly upon issuance.
- (d) The limit(s) of liability for all Cargo Certificates issued by You for any one Conveyance or at any location shall not exceed the maximum amount We will pay under this Policy as stated in the Schedule. If We become obligated to pay an amount in excess of what this Policy undertakes to pay You agree to reimburse Us the difference.

9.3 Permission is granted for You to modify Cargo Certificates in order to comply with the specific requirements of a Letter of Credit, but in doing so You agree to reimburse Us if We become obligated to pay a claim not covered by this Policy or an amount in excess of what this Policy undertakes to pay.

Section 10: Cancellation

This Policy may be cancelled at any time upon Your written request. If You cancel the Policy We will retain a proportion of the original Premium for the time the Policy has been in force plus a short term cancellation fee of 10% of the unearned Premium.

We may cancel the Policy by delivering or mailing to You or Your representative 30 days written notice of such cancellation or seven days written notice in respect of the risks of war or strikes, riots and civil commotions, or 48 hours written notice in respect of strikes, riots and civil commotions affecting transits to/or from the United States of America. Notice will commence at midnight on the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted before the cancellation becomes effective.

If We cancel the Policy We will return that portion of the original Premium that is unearned on the date of cancellation. From all return Premiums the same percentage of deductions (if any) shall be made as was allowed by Us on receipt of the original Premium.

Section 11: Claims Procedures

What You must do

Following an event that is likely to give rise to a claim under this Policy, You must take the following steps:

Immediate action

- Take all reasonable steps to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by Us).
- Inform the police as soon as possible after a theft is discovered.
- Retain all packaging and damaged Goods for later inspection if required.
- Take photographs where possible which can later be used to support any claim on this Policy.

Notification

- Inform Us of the event as soon as possible.
- Submit to Us full written details as soon as possible.
- Send to Us all correspondence and documents relating to the event.
- Provide, or arrange for Us to be provided with invoices, statements and other documents evidencing the amount of the loss.

When other parties may be liable

When other parties may be liable to You for loss, damage or liability, You must:

- not agree to release those parties from liability;
- hold the parties liable by delivering a notice of intention to claim;
- in no circumstances, except under written protest, give clean receipts where the Goods are in doubtful condition;
- when delivery is made by container, ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with the seals broken or missing or with seals other than those stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification;
- if the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery;
- inform Us of the circumstances and give Us a copy of all the relevant documents.

We may exercise all Your legal rights relating to the damage. We may prosecute or defend any legal proceedings in Your name and have full discretion in the exercise of Your legal rights.

Measures taken by You or Us with the object of saving, protecting or recovering the Goods insured shall not be considered as a waiver or acceptance or abandonment or otherwise prejudice the rights of either party.

Claims documentation

To enable claims to be dealt with promptly, You are required to submit all available supporting documents without delay, including, where applicable:

- original Policy or Cargo Certificate of Insurance;
- original contract of carriage, consignment note or other contract of carriage;
- original or copy shipping invoices, shipping specifications, weight notes, or sales invoice or other document evidencing value;
- survey report or other documentary evidence to show the extent of the loss or damage;
- delivery docket and weight notes at final destination;
- correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

If You fail to follow the claims procedures or provide the documentation requested You may prejudice or delay settlement of any claim You have under the Policy.

Section 12: Law and practice

This Policy is subject to the provisions of the Marine Insurance Act 1908.

All disputes arising out of or under this Policy shall be subject to New Zealand law and determined by any court of competent jurisdiction within New Zealand.

Section 13: Duty of disclosure

You have a legal duty of disclose to Us whenever You apply for, change or renew an insurance Policy.

You must tell Us everything that You know, or could reasonably be expected to know, that is relevant to Our decision whether to insure You, and, if We do, on what terms.

However, Your duty does not require You to disclose anything:

- that reduces the risk to Us;
- that is common knowledge;
- that We already know or should know as part of Our business as an insurer;
- in respect of which We have waived Your duty of disclosure.

Your duty continues to apply in full when You renew an insurance Policy or change an existing Policy (including when You extend or reinstate it).

If You do not tell Us or do not answer Our questions honestly or do not properly disclose to Us, We may reduce or refuse to pay a claim or may cancel the Policy. If You act fraudulently in answering Our questions or not disclosing to Us, We may refuse to pay a claim or treat the Policy as never having existed.

