

Chubb Removal Insurance

Policy Wording

CHUBB®

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Chubb Removal Insurance

Policy Wording



Welcome

You are important to Chubb and Chubb welcomes You as a valued client. You have entrusted Chubb with the insurance of Your Household Contents and Specified Personal Property in Transit – some of Your most valuable possessions.

Chubb values that trust.

Important

This is Your Policy of insurance – an important document. You should read it carefully before making a decision to purchase this insurance and so that You know exactly what You are insured against.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

It tells You:

- what is covered,
- the claims procedures,
- the conditions and exclusions that apply.

When You buy insurance You enter into a legal contract in which You promise to meet certain obligations and conditions. When Chubb agrees to insure You, Chubb does so based on the information provided by You or on Your behalf. In return for paying the premium to Us, Chubb will give You the protection described in this Policy for events that occur during the period of insurance.

Please note that the information contained within this document does not take into account Your personal circumstances, objectives, financial situation or needs and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the policy, and obtain financial advice if required, before making any decisions about this insurance policy.

If You do not fully understand this Policy, please ask Your insurance broker to explain it to You.

Important Information

In this section “We”, “Our” and “Us” means Chubb Insurance New Zealand Limited (Chubb). “You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

Duty of Disclosure

Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb’s decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when You make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

Consequences of Non-Disclosure

If an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

Financial Strength Rating

At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D – selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	B	Weak			NR – Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings [website](#).

Our rating is reviewed annually and may change from time to time, so please refer to Our website for Our latest financial strength rating.

Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (**the Code**). The Code and information about the Code is available at www.icnz.org.nz and on request.



Privacy Statement

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle Your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your personal information in accordance with the requirements of New Zealand's Privacy Act, as amended or replaced from time to time.

Personal Information Handling Practices

When do We collect Your personal information?

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

Purpose of Collection

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve Our services or in relation to new products, services or information that may be of interest to You.

Recipients of the Information and Disclosure

We may disclose the information We collect to third parties, including:

- contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, marketing agencies; and
- government agencies or organisations (where We are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

Rights of Access to, and Correction of, Information

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing Privacy.NZ@chubb.com.

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing enquiries@privacy.org.nz or using the online form available on the Privacy Commissioner's website at www.privacy.org.nz.

Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint or dispute.

Chubb's complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us via:

E Complaints.NZ@chubb.com

O 0800 422 346

F +64 9 303 1909

Post:

The Complaints Officer

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Chubb's response to Your complaint, You can advise that You wish to take Your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E DisputeResolution.NZ@chubb.com

O +64 9 377 1459

F +64 9 303 1909

Post:
Internal Dispute Resolution Service
Chubb Insurance New Zealand Limited
PO Box 734
Shortland Street
Auckland 1140

Stage 3 - External Dispute Resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. Subject to FSCL's Terms of Reference, if You are dissatisfied with Our dispute determination or We are unable to resolve Your complaint or dispute to Your satisfaction within two months You may contact FSCL via:

Postal address: PO Box 5967, Lambton Quay, Wellington 6145
O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725)
F +64 4 472 3728
E info@fscl.org.nz
W www.fscl.org.nz

Please note if You would like to refer Your complaint or dispute to FSCL You must do so within 2 months of the date of Our dispute determination.

Further details regarding Our complaint handling and dispute resolution procedures are available from Our website and on request.

Chubb's contract with You

Where Chubb agrees to enter into a Policy with You it is a contract of insurance between Chubb and You (see the definition of "You" for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Chubb. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only that section shown as covered in Your Schedule is insured; and
- any other change to the terms of the Policy otherwise advised by Chubb in writing (such as an endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference. Please read this document and the Schedule carefully to ensure that they meet Your requirements and that all information is true and correct. If this is not the case, please return them immediately and ask for the correction to be made.

Chubb may change the terms of this insurance at any time by giving 14 days prior notice to You in writing, but only in any of the following circumstances:

- a) To rectify any error or omission in the Policy so that it reflects the agreement we reached;
- b) To make a change to the cover that a reasonable person would consider is not materially adverse to You;
- c) To address new legislation or a change in existing legislation; or
- d) To address any underwriting issue that the law permits Us to address by changing the Policy midterm.

The replacement Policy and Schedule Chubb will send You, detailing changes to Your insurance or the period of insurance, will become the current Schedule, which You should carefully read and retain.

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, Chubb may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

Summary of the available covers

This Policy is intended to provide insurance cover for the movement of Household Contents and Specified Personal Property, excluding certain categories of items as detailed in this wording. It is not available for goods moved for commercial purposes.

Cover is available under this Policy for Transits:

- between places within New Zealand; or
- for movements from an overseas location to New Zealand, or from New Zealand to an overseas Destination.

For movements within New Zealand, two types of cover are available:

- Option A – Accidental damage;
- Option B – Nominated perils.

For movements from an overseas location to New Zealand, or from New Zealand to an overseas Destination only Cover A is available.

You are only covered for the Transit shown on the Schedule and for the cover option taken.

Optional cover is also available upon request and at an additional premium for a storage period requested by You which is associated with relocation and occurs prior to the arrival of Your goods at the final destination

Option A – Accidental damage

This cover option provides cover against any Accidental physical loss or Accidental damage or the deliberate act of a third party during the Period of Transit, subject to the excluded events listed in the Policy. This cover option is available:

- where a Professional Removalist is moving Your Household Contents;
- where a Professional Carrier is moving other Specified Personal Property.

This option is **not** available:

- where You move Your Household Contents or Specified Personal Property Yourself;
- where You do not use a Professional Removalist or Carrier specialising in the movement of the items You are insuring;
- for the following types of Household Contents or Specified Personal Property:
 - i. live plants or trees;
 - ii. motorcycles, Boats, motor vehicles, unless a pre-shipment report has been completed on the item detailing any pre-existing damage.

Option B – Nominated perils

This option provides a more limited cover for Accidental loss or Accidental damage to Your Household Contents and Specified Personal Property during the Period of Transit arising from one of the events listed in the cover option, for example fire, Flood and collision of the vehicle used to carry Your Household Goods or Specified Personal Property.

This option is only available for movements within New Zealand.

This option is available in some circumstances where Option A is not available, for example where You are moving the items Yourself, or for live plants and trees.

Understanding Your Policy and its important terms and conditions

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about each of the available types of cover and benefits in the cover options section (Cover A and Cover B (the standard cover provided under each section can be affected by the following));
- the rest of this “Introduction” section – this sets out how You apply for cover, the basis on which Chubb insures You, the duty of disclosure You need to meet before Chubb insures You, Chubb’s privacy information, Chubb’s dispute resolution procedures and other important information;
- the “Words with special meaning” section – this sets out what Chubb means by certain words used in the Policy.

These words begin with a capital letter throughout this document. Each coverage section may also contain definitions relevant to that section;

- the “Period of Transit” section which sets out when cover commences and terminates;
- the “Storage Cover” section which sets out the optional cover You can request for Nominated Storage periods;
- the “Exclusions” section – this sets out the general exclusions and limits that apply to all covers and benefits;

- the section entitled “What Chubb Will Pay” – which sets out the basis on which Chubb will settle any claims on this Policy;
- the “General Policy conditions applicable to all sections” and “Claims” sections – these set out certain general rights and obligations that You and Chubb have;
- all of the documents that make up the Policy, including the Schedule and any endorsements or other written changes to the cover Chubb issues You with – these contain specific details relevant to You and can affect the cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

Applying for cover

When You apply by completing Chubb’s application process You need to provide the information Chubb requires to determine whether to issue a Policy and if so, on what terms, including (to the extent they are optional):

- the covers and benefits You want (including the property You wish to cover);
- the limits You want;
- the period of cover You want;
- whether You want any third parties to be noted as having an interest;
- the Excess that You agree to contribute in the event of loss or damage;
- whether any standard terms need to be varied (this may be by way of an endorsement). Where Chubb agrees to issue a Policy, cover is provided on the basis:
 - that You have paid or agreed to pay Chubb the premium for the cover provided;
 - of the verbal and/or written information provided by You which must have given in accordance with Your Duty of Disclosure either verbally or in writing. If You fail to comply with Your Duty of Disclosure or have made a misrepresentation to Chubb, Chubb may, depending on the circumstances, act to void Your Policy retrospectively, cancel or alter the terms of cover, and refuse to pay Your claim.
- If You act fraudulently or make a claim which is fraudulent, this Policy will be void and all benefits forfeited.
- Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading ‘Your Duty of Disclosure’.

Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy. When calculating the premium for the Policy Chubb takes a range of factors into account, including:

1. Type of property transported;
2. Declared value of property;
3. Mode of transportation;
4. Place of shipment;
5. Shipment destination; and
6. The level of cover You have selected.

It is important for You to know that the premium varies depending on the information Chubb receives from You about the risk to be covered by Chubb. Based on Chubb’s experience, Chubb decides what factors increase Chubb’s risk and how they should impact on the premium.

The premium also includes amounts that take into account Chubb's obligation to pay any relevant compulsory government charges or taxes (e.g. fire service levies) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total premium payable.

When You apply for this insurance, You will be advised of the total premium amount, when it needs to be paid and how it can be paid.

Cooling off Period

You have a cooling off period of twenty one (21) days from the date You purchased Your Policy. During this period You can return Your Policy and receive a refund of Your premium unless You have made a claim or the period of insurance has ended or a covered event that will start and end within the cooling off period has started.

Chubb may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Chubb that are reasonably related to You buying and cancelling Your Policy and any government taxes or duties Chubb cannot recover. After the cooling off period has ended, You still have cancellation rights (refer to "Cancelling Your Policy" below for full details).

How to make a claim

If You need to make a claim under the Policy, please refer to the Claims procedure on page 17.

Cancelling Your Policy

This Policy may be cancelled by You at any time by giving Chubb notice in writing. If such notice is given the cancellation will take effect on the day the notice is received by Chubb. Upon cancellation by You, Chubb will refund Your premium unless You have made a claim or the Period of Transit has begun.

Chubb may cancel this Policy or any part of it by giving You 14 days prior notice in writing if any of the following circumstances apply:

- You have failed to comply with the duty of utmost good faith
- You have failed to comply with the duty of disclosure
- You made a misrepresentation to Chubb during the negotiations for this Policy
- You have failed to comply with a provision of this Policy
- You have failed to pay the premium
- Where You have made a fraudulent claim under this Policy or any other policy of insurance (whether with Chubb or another insurer) that provided cover during any part of the period during which this Policy of insurance provides cover
- You fail to advise Chubb of a material change in Your circumstances during the Policy period
- There is a material change in New Zealand law affecting this Policy.

Should Chubb cancel Your Policy, Chubb will return the full premium.

Period of Transit

The provisions for the commencement and termination of Your Household Contents and Specified Personal Property cover vary depending on:

- the types of property being moved;
- the cover option selected (Cover A or B);
- whether the Transit is within New Zealand or to/from an overseas Destination.

Household Contents and Specified Personal Property other than vehicles and Boats (moves within New Zealand)

If You choose cover Option A – Accidental damage

Period of Transit means the period starting from the time when Your Professional Removalist commences packing or moving Your Household Contents and/or Specified Personal Property for the specific purpose of loading the Conveyance, continuing through the ordinary course of Transit including any Incidental Storage during the Transit and ceasing when the Household Contents and/or Specified Personal Property are unloaded from the Conveyance and placed inside or (where applicable) outside the Destination specified in Your Schedule.

The Period of Transit shall also include that period whilst the Household Contents and/or Specified Personal Property are in Your Professional Removalist's or Professional Carrier's premises during Incidental Storage for the purpose of moving of goods to from one Conveyance to another or packing prior to Transit to the Destination specified in Your Schedule.

If You choose Option B – Nominated perils

Period of Transit means the period starting from the time the Household Contents and/or Specified Personal Property have been loaded onto the Conveyance for the purpose of Transit to Your Destination, continuing through the ordinary course of Transit in the Conveyance including any Incidental Storage during the Transit and ceasing when the conveying vehicle arrives at the Destination specified in Your Schedule.

Motor vehicles, motorcycles, caravans and trailered Boats (moves within New Zealand)

If You choose cover Option A – Accidental damage

Period of Transit means the period starting from the time when the Professional Carrier first moves Your vehicle, caravan or trailered Boat for the purpose of loading it onto the conveying vehicle. The Period of Transit continues during the ordinary course of Transit including any Incidental Storage during the Transit and ceases when the vehicle, caravan or trailered Boat is unloaded from the conveying vehicle and parked or placed at the delivery point.

However, the movement of Your vehicle under its own power during loading/unloading is limited to a maximum distance of 200 metres from the conveying vehicle.

Note:

- This cover option is not available if You move the vehicle yourself or do not use a Professional Carrier.
- Items are covered only when being carried, not while being towed.

If You choose Option B – Nominated perils

The Period of Transit commences when the wheels/ tracks are driven onto the loading ramps of the conveying vehicle from the ground adjacent to the conveying vehicle, continues through the ordinary course of Transit in the Conveyance including any Incidental Storage during the Transit and ceases when the conveying vehicle arrives at the Destination specified in Your Schedule and the wheels/ tracks of the vehicle are on the ground adjacent to the conveying vehicle after leaving the loading ramp.

International Moves

International Moves must be conducted by a Professional Removalist (for Household Contents) or Professional Removalist/Carrier/Freight Forwarder (for other Specified Personal Property).

Cover Option B is not available for these types of moves.

For items other than motor vehicles, motorbikes or Boats, the Period of Transit commences when Your Professional Removalist commences packing or moving Your Household Contents and/or Specified Personal Property for the specific purpose of loading the Conveyance and continues through the ordinary course of Transit including any Incidental Storage during the Transit and ceases when the Household Contents and/or Specified Personal Property are unloaded from the Conveyance and placed inside or (where applicable) outside the Destination specified in Your Schedule.

For motor vehicles, motorbikes and Boats, the Period of Transit commences when the wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground adjacent to the conveying vehicle, continues through the ordinary course of Transit in the Conveyance including any Incidental Storage during the Transit and ceases when the conveying vehicle arrives at the Destination specified in Your Schedule and the wheels/ tracks of the vehicle are on the ground adjacent to the conveying vehicle after leaving the loading ramp.

In either case the Period of Transit shall include the period:

- whilst the Household Contents and/or Specified Personal Property are in any Packer's premises for a period of up to 30 days for the purpose of packing and then Transit to final Destination;
- where the Household Contents and/or Specified Personal Property are prevented from being loaded onto on to the Conveyance, cover continues whilst waiting on the wharf, quay or pier or during transfer to and whilst at another wharf, quay or pier and by such forwarding Conveyance; or
- the Household Contents and/or Specified Personal Property which have been overcarried by the Conveyance to a different Destination to that specified in the Schedule, cover continues until returned to the intended port Destination.

Storage not incidental to Transit

Regardless of whether You have chosen Option A or B and regardless of the type of Household Contents and/or Specified Personal Property or move, cover ceases if at any time the Household Contents and/or Specified Personal Property are placed into storage at Your instruction, unless Chubb has agreed to extend this Policy to include this period of storage.

Cover options

Subject to the exclusions and conditions of this Policy, Chubb will cover You up to the Sum Insured specified in the Schedule for Accidental physical loss of or Accidental physical damage to Your Household Contents and/or Specified Personal Property whilst in Transit during the Period of Transit caused by either Option A or Option B as selected by You and noted as applicable on Your Schedule.

Option A – Accidental damage

(Only available if a Professional Removalist moves Your Household Contents or a Professional Carrier specialised in the type of Specified Personal Property is being used where applicable.)

Provided You have contracted with a Professional Removalist to move Your Household Contents, or Professional Carrier specialised in the type of Specified Personal Property is being used where applicable, Chubb will cover You up to the Sum Insured for:

- Accidental physical loss of;
- Accidental physical damage to; or
- physical loss or damage caused by the deliberate act of a third party to,

Your Household Contents and/or Specified Personal Property during the Period of Transit.

Where the Household Contents and/or Specified Personal Property are transported by sea, Chubb will also cover:

- any General Average and/or Salvage contribution You are required to pay; and
- the risks of jettison, washing overboard and loss or damage caused by a General Average sacrifice.

Regardless of the Cover Option Selected, the following items will be covered only for the perils specified under Cover B – Nominated perils:

- live plants and trees;
- motor vehicles, motorcycles and trailered Boats where a pre-shipment inspection evidencing the condition of the item immediately prior to Transit has not been prepared and forwarded to Chubb.

Option B – Nominated perils

(This cover option is not available for International Moves.)

Chubb will cover Your Household Contents and/or Specified Personal Property against Accidental physical loss of or Accidental physical damage to Your Household Contents and/or Specified Personal Property up to the Sum Insured that occurs during the Period of Transit where it is directly caused by:

- fire, lightning, hail, windstorm, tornado or cyclone, or explosion;
- Flood;
- collision or impact of the conveying vehicle with any external object other than the road, gutter, curb or road surface;
- collision, crashing or forced landing of aircraft (including an aircraft used to transport Your Household Contents);
- collapse of bridges or culverts causing damage to the Household Contents and/or Specified Personal Property on the conveying vehicle;
- jack-knifing, overturning and/or derailment of the conveying vehicle;
- impact of the Household Contents and/or Specified Personal Property with any object which is not on or part of the conveying vehicle, but excluding impact with the ground.

If transported by sea, the insured events specified above are extended to include:

- stranding, sinking, burning, grounding or collision of the vessel with any object other than water;
- discharge at a port of distress;
- any General Average and/or Salvage contribution You are required to pay;
- risks of jettison, washing overboard and loss or damage caused by a General Average sacrifice.

Chubb will also pay You the cost of any General Average and or Salvage contribution that You are required to pay if Your Household Contents and/or Specified Personal Property are shipped by sea.

Optional Nominated Storage Cover

(This cover is not required for Incidental Storage – see definition in the section Words With Special Meanings on page 21.)

Where this option is selected and Chubb has agreed to provide the cover it will be shown in the Schedule. Where selected, Your Household Contents and/or Specified Personal Property are covered for the period specified in the Schedule whilst the goods are in temporary storage at Your instruction at a professional storage facility not owned or occupied by You and in respect of which a fee for storage is paid. Cover provided is on the basis of the cover option selected for the Transit being either Cover A or Cover B.

Additional Benefits

Delayed unpacking (applies to cover Option A only)

Chubb will pay for any Accidental loss, or Accidental damage of the Property Insured that is first discovered following the opening and examination of the Property Insured following Transit, subject to:

- a) the discovery of the Accidental loss, or Accidental damage occurring and being notified to Chubb within 60 days of the completion of Transit; and
- b) You establishing to the reasonable satisfaction of Chubb that the accidental loss or Accidental, damage occurred during Transit.

Chubb will not cover any such loss or damage if the packaging showed signs of damage, wetting or staining when delivered to the Destination and You did not open the packaging immediately.

Removal of debris

In addition to any other amount recoverable under this Policy, Chubb will pay costs and expenses reasonably and necessarily incurred by You in connection with the removal, disposal and/or destruction of debris of the Property Insured but excluding absolutely:

- a) Any expenses incurred in consequence of or to avert or mitigate pollution or contamination or threat or liability of pollution or contamination.
- b) The costs of removal of cargo from any aircraft or vessel.

In no case shall Chubb be liable for more than 10% of the Sum Insured for the Property Insured or \$5,000 whichever is greater.

Exclusions

This Policy does not cover any loss, damage, destruction, cost or expense of any nature whatsoever caused by, arising from or in any way connected with:

Asbestos

asbestos, or any materials containing asbestos in whatever form or quantity.

Consequential loss

- a) consequential loss of any description or loss of use;
- b) damage caused by faults or defects known to You and which were not disclosed to Chubb at the time Your Policy was entered into.

Events and types of damage

- a) damage which existed prior to this Policy commencing or which occurs after the Household Contents and/or Specified Personal Property is delivered at Destination;
- b) delay;
- c) ordinary wear and tear or inherent vice;
- d) mould, moths, insects, rats or other vermin;
- e) the nature of the property, e.g. metal rusting;
- f) any mechanical, electrical or electronic failure unless there is visible external physical damage that occurred while being Transported;
- g) loss of data from any computer hardware or software;
- h) loss of tone of any musical instrument(s);
- i) loss of or damage to Household Contents and/or Specified Personal Property already unpacked at the Destination named in the Schedule;

- j) a malicious, intentional, fraudulent or dishonest act, or criminal act by You or anyone else who lives with You or any person who is acting with Your express or implied consent;
- k) the lawful seizure, confiscation or detention of all or any part of the Property Insured;
- l) reduction in value of antiques, paintings and works of art because of repairs;
- m) loss of or the cost of reproducing or re-writing electronic or other data, records, photographs, film and/or similar;
- n) Terrorism, and/or steps take to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism, unless caused by a terrorist or any person from a political motive whilst the insured property is in transit;
- o) any rust, oxidation and/or discolouration unless caused by visible external physical damage that occurred while being Transported.

Geographical Limits

any loss or damage occurring or arising outside the Geographical Limits specified in the Schedule.

Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

- 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 thereof;
- 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. 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;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Communicable Disease Exclusion

- a) Notwithstanding and superseding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:
 - i. a Communicable Disease; or
 - ii. the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a Communicable Disease, or
 - ii. any Insured Location or Property Insured that is or may be affected either directly or indirectly by a Communicable Disease.
- c) As used in this Policy, a **Communicable Disease** means any:
 - i. physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission or whether it was discovered at the insured location, or whether it was, or is, occurring at the insured location, or in respect of which there is an occurrence or an outbreak elsewhere; or
 - ii. any virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or

This Exclusion applies to all coverage extensions, additional coverages, exceptions.

Marine Cyber Exclusion

- a) Subject only to paragraph 3 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 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. Specific Conditions Applicable to Policy A

Sanctions Exclusion

Chubb shall not be deemed to provide cover and Chubb shall 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 Chubb, or its parent company, affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Commonwealth of Australia or United States of America.

How Chubb will settle Your claim

Household Contents and/or Specified Personal Property other than motor vehicles, motor bikes (including trail bikes), caravans, trailers, Boats or other watercraft

Chubb will at Chubb's option:

- repair damaged goods; or
- replace damaged or lost goods with the closest equivalent new goods; or
- pay You the cost of repair or replacement.

Motor vehicles, motor bikes (including trail bikes), caravans, trailers, Boats or other watercraft

In the event of loss or damage to motor vehicles, motor cycles (including trail bikes), caravans, trailers, Boats and other watercraft insured any claim is limited to the market value immediately prior to their loss or damage. Subject to this provision, Chubb will at Chubb's option:

- repair the damage;
- pay You the reasonable cost or repair or replacement; or
- pay You the market value immediately prior to their loss or damage.

Special Provisions limiting the amount You may claim for loss or damage

Antiques, Paintings, Pictures

In the event of covered loss or damage to any article of an antique nature, paintings or pictures the amount Chubb will pay shall be the reasonable cost of repairs up to the Sum Insured of the particular item such value being supported by a valuation as determined by a qualified independent art or antiques valuer excluding any resulting depreciation in value.

If there is no Sum Insured, Chubb will pay the reasonable cost of repairs up to the market value of the particular item as determined by a qualified independent art or antiques valuer excluding any resulting depreciation in value.

Computers

In the event of covered loss of or damage to Your computers or computer equipment (excluding laptops) Chubb will only pay for the reasonable cost of repair or replacement but limited to the actual market value of the computers or computer equipment prior to their loss or damage.

Household Contents and/or Specified Personal Property insured

This Policy covers the Household Contents and/or Specified Personal Property You have described in Your Proposal.

If You have not included a value against a category of property in Your Proposal, Chubb does not insure that category of property.

Pairs and sets

In the event of covered loss of or damage to an item which is part of a pair or set (including furniture suites), this Policy will only pay for the part of the pair or set that is lost or damaged even if it cannot be replaced with a matching item. The value insured shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

Replacement

Whilst Chubb will endeavour to match items being replaced with the same make and model as that lost or damaged beyond repair, this is often not possible. In such cases, Chubb reserves the right to settle the loss or damage by payment to You or replacement with the make and model having the nearest specifications to the original.

Good and Services Tax

Provided that GST is recoverable by Chubb, all Sums Insured, Limits of Indemnity and sub-limits specified in the Policy and Schedule are exclusive of GST. GST will be added, where applicable, to claim payments. If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, Chubb will only pay the GST on the sum that relates to Chubb's settlement of Your claim. Where any part of this Policy specifies any Sum Insured this amount excludes Goods and Services Tax

General Policy conditions applicable to all sections

These general conditions are applicable to all sections of Your Policy. Each section of Your Policy also contains specific conditions that are applicable to that section. In some cases, further specific conditions may be included in the Schedule and/or in an endorsement Chubb issue to You.

If You do not meet the applicable general conditions and specific conditions (other than the cancellation condition), Chubb may cancel Your Policy and/or reduce or refuse to pay a claim, to the extent permitted by law.

Acts of Parliament

All references to an Act of Parliament in this Policy include its Regulations, and any subsequent Act of Parliament that replaces or substitutes it.

Applicable law

The law of New Zealand shall apply to, and the Courts of New Zealand will have exclusive jurisdiction in respect of, any litigation arising out of this Policy. Any compensation awarded, or costs or expenses of litigation incurred, outside New Zealand, are not covered.

Other insurance

If at the time of any covered loss or damage, there is any other insurance policy covering the Household Contents and/or Specified Personal Property whilst in the ordinary course of Transit effected by You or any other party, Chubb reserves the right to only pay in excess of that other insurance policy. You must provide Chubb with full information and all reasonable assistance in the recovery of Chubb's rateable proportion of such loss or damage.

Owner packed Household Contents

In the event Your goods were packed by Yourself (not a Professional Removalist or Professional Carrier) then regardless of the coverage option selected, theft and non-delivery is hereby excluded unless You have provided Your Professional Removalist or Professional Carriers with a detailed carton inventory prior to the commencement of Transit.

Motor Vehicle Pre Shipment Report

If You require cover to apply to a Transit of motor vehicles (including motor or trail bikes), caravans, trailers, Boats and other watercraft, then prior to the Transit commencing You will need to provide Chubb with a motor vehicle pre shipment inspection report carried out by a motoring association or similar organisation recording the condition and current market value. In the event this is not available:

- provided that the movement of these goods is not to an international Destination, You will be insured only for the perils specified in Option B – Nominated Perils; and
- if the movement of these goods is to an international Destination, You will not be covered under this Policy.

Subrogation/Rights of recovery

Chubb has the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by this Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Chubb with full information and all reasonable assistance in the recovery of those payments or expenses.

Tree, shrubs and plants

If trees, shrubs and plants are described in Your Proposal, they are insured, however cover is limited to “Nominated Perils” cover as detailed in the Policy even if You elect “Accidental Damage” cover.

Waiver of subrogation rights

Chubb may not be liable to pay any benefits under this Policy for covered loss or damage to Your Household Contents and/or Specified Personal Property if You voluntarily agree or have voluntarily agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss or damage to Household Contents.

Claims procedure

These procedures are important. Failure to follow them might jeopardise a claim under this Policy.

What You must do

1. On delivery by Your Removalist
 - a) If You do not receive all Your Household Contents and/ or Specified Personal Property or receive packaging showing signs of damage, wetting or staining when delivered, note the details of the loss or damage on Your Professional Removalist’s consignment note /delivery document before You sign for the receipt of Your Household Contents. As soon as possible, write to Your Professional Removalist holding them responsible for the loss or damage;
 - b) If You do not unpack Your Household Contents and/ or Specified Personal Property on arrival, when You unpack Your Household Contents and/or Specified Personal Property and discover loss or damage, write to Your Professional Removalist holding them responsible for the loss or damage.
2. Prevent further damage

You must take all reasonable precautions to prevent any further loss or damage.
3. Contact Chubb as soon as possible

Notify Chubb immediately of the full details of any loss or damage even if You have not unpacked all of Your Household Contents.

You or Your representative must also:

- a) complete Chubb's claim form if Chubb ask You to do so and return Chubb as quickly as possible, including any original receipts, proof of ownership or quotes Chubb require to settle Your claim;
- b) co-operate with any surveyor that Chubb may appoint;
- c) inform Chubb if Your Household Contents and/or Specified Personal Property are insured under any other Policy.

4. Contact the police

Inform the police immediately of any malicious damage, theft, attempted theft or loss of Household Contents.

5. Keep evidence of the loss or damage

You must keep evidence of any loss or damage to Your Household Contents.

What You must not do

You must not:

- a) admit liability for, or offer or agree to settle, any claim without Chubb's written consent;
- b) authorise the repair or replacement of anything without Chubb's agreement unless for safety reasons or to minimise or prevent further imminent loss or damage.

Words With Special Meanings

Some of the words in Your Policy have special meanings wherever they appear. These words and their meanings are defined below.

Accidental means an event that is not intended or expected to happen by You.

Boat means any pleasurecraft, personal watercraft, canoe, kayak, dinghy or rowing scull.

Carrier means a company or entity carrying on business as a carrier by road, rail, sea or air and undertaking the transportation of property either directly or through a sub-contractor carrying on business as a carrier.

Chubb, means Chubb Insurance New Zealand Limited Company No. 104656, Financial Services Provider No. 35924

Conveyance means any road and/or rail transport, aircraft, vessel used to transport the Household Contents and/or Specified Personal Property.

Destination means the final place to which the Household Contents and/or Specified Personal Property are to be delivered as specified in the Schedule.

Excess means the amount of money specified in the Schedule as the Excess that You must bear or contribute as the first payment, for each claim.

Family includes Your spouse or partner, Your (or Your spouses) children, and Your parents or other relatives where they live permanently with You.

Flood means the inundation of normally dry land by water that has escaped or has been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified, or of any reservoir, canal or dam.

Geographical Limits means the voyage specified in the Schedule.

General Average means the amount You are legally liable to pay when an extraordinary sacrifice or expenditure is reasonably incurred for the common safety and purpose of preserving the Property from loss or damage when it is involved in a common maritime adventure..

Household Contents means Your Property comprising of household goods and personal effects or Property specified in the Schedule. However, Household Contents does not include:

- a) cash, cheques or other negotiable instruments, credit cards, jewellery, watches and similar other valuable items, precious gems, bullion, stamp or other collections or documents of value;
- b) mobile phones or laptops;
- c) pets of any kind;
- d) trees, shrubs and plants unless growing in pots or tubs;
- e) motor vehicles (including motor or trail bikes) whether they are capable of being registered or not, unless stated in the Schedule as an additional insured item;
- f) caravans or trailers, unless stated in the Schedule as an additional insured item. These are able to be covered only when being carried – they are not covered if being towed on their own wheels;
- g) Boats and other watercraft, unless stated in the Schedule as an additional insured item.

Incidental Storage refers to the situation where the Household Contents and/or Specified Personal Property are temporarily stored by Your Professional Removalist or Carrier during the ordinary course of the Transit without You having requesting this storage.

Insured Event means an event shown in the individual Section under the heading “Insured Events” applicable to the Section, and for which cover is available under that Section only.

International Move Any Transit or removal involving transport of Your Household Contents and/or Specified Personal Property to a Destination or from a destination outside of New Zealand.

Nominated Storage refers to the situation where You have requested or organised for the Household Contents and/or Specified Personal Property to be stored at an intermediate place other than the final Destination for a temporary period at recognised and professional storage facilities which are not owned or occupied by You.

Packer means the company that packs and organises overseas shipments for individuals or other companies.

Policy means this document, the Schedule, Proposal and any endorsement, specification, attachment or memoranda affixed to it and any other document Chubb tell You forms part of the Policy.

Property Insured means Your Household Contents and Specified Personal Property as described within the respective packing lists and consignment notes issued by the Carrier.

Proposal means the application form completed by You or the quotation slip submitted on Your behalf in which You provided the information upon which Chubb relied to enter into the Policy.

Professional Removalist means a transport operator specialising in the movement of Household Contents which You have contracted to move Your Household Contents.

A general freight transporter or a freight forwarder not specialising in the relocation of Household Contents and/ or the Specified Personal Property is not a Professional Removalist under this Policy.

Professional Carrier means a transport operator specialised in carrying the Household Contents and/or Specified Personal Property being moved. For Boats, this means a specialised Boat carrier, for motor vehicles, a specialised motor vehicle carrier, for overseas shipments, a specialised freight forwarder, and for home contents, a Professional Removalist.

Salvage has two meanings subject to context, being either:

- what is left of the Property Insured after it has suffered loss or damage; or

- the physical act of recovering Property Insured which has been lost or damaged, but which has residual commercial value.

Schedule means the relevant Policy Schedule Chubb has provided to You which specifies important information such as the Policy number, voyage, Sum Insured and Excess payable. Specified Personal Property Items owned by You personally, not of a commercial nature, which are specified in the Policy Schedule as being insured under this Policy but which are not Household Contents. This can include privately owned Boats, motor vehicles, caravans, motor bikes, musical equipment or items which You are moving as a result of a private sale or purchase.

Specified Personal Property means any property declared and listed in the Schedule.

Sum Insured means the maximum amount payable by Chubb under this Policy as the value of Property Insured, as specified within the Schedule.

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

- the causing, occasioning or threatening of harm of whatever nature and by whatever means,
- 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.

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

Transit means the movement of Property Insured during the Policy period but does not include any period of dismantling, erection, commissioning, testing or storage, other than that required in and for the purpose of the movement of the property to the named address.

Transported means the carriage of the Property Insured by road, rail, air, or sea from anywhere in the world to New Zealand and vice versa, including transits within New Zealand.

You, Your(s) means the party or parties specified in the Schedule as the Insured and who:

- a) elects to have his or her Property Insured Transported by the Carrier; and
- b) elects to have his or her Property Insured under this Policy and in respect of which a premium has been paid.

About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at www.chubb.com/nz.

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