

MARINE CARGO OPEN POLICY

Household Goods in transit within New Zealand

We, Australis Underwriting Agency Limited, for and on behalf of Lumley General Insurance (NZ) Ltd, [hereinafter referred to as "the Company"], in consideration of the payment to us by or on behalf of the Assured of the agreed Premium to insure against loss damage liability or expense in the manner herein provided.

Assured:	The Customers of Stylecover, from whom they have instructions to insure	Policy Number:	13/WC/2004/5400004
To cover all sendings on or after:	1st August 2004		
Maximum amount anyone vessel, aircraft or conveyance:		\$ 400,000	
Maximum amount anyone loss, event or occurrence:		\$ 400,000	
Maximum amount anyone location:		\$ 400,000	
From Ports and/or Places in:	New Zealand		
To Ports and/or Places in:	New Zealand		
Subject Matter Insured:	Household Goods and Personal Effects as declared		
Excess:	As selected at time of arranging individual cover		
Conditions:	As per the attached specification.		

Notwithstanding anything contained herein to the contrary, the liability under this insurance in respect of any destruction or damage to the subject matter of this insurance shall not exceed its ratable proportion having regard to other insurance's, whether marine or fire and whether or not such other insurance's are exempted from contributing either by the existence of this insurance or any other Policy.

Any reference to Law and practice in the Institute Clauses is amended to New Zealand Law and practice.

Signed by a duly authorised representative of Australis Underwriting Agency Ltd, for and on behalf of Lumley General Insurance (NZ) Ltd.

at Wellington this 5th day of August, 2004

J E Laupama

Signature

IMPORTANT
CLAIMANTS MUST OBSERVE THE ATTACHED CLAIMS INSTRUCTION PROCEDURE

The following items are excluded under this policy:

1. Tools and equipment used for professional purposes or business purposes including journals, text or reference books.
 2. Stamps, Coins, Medals, Cash, Deeds, Bullion, Jewellery, Watches
 3. Wine and other forms of collections.
 4. Plants and shrubs of any form.
 5. Pets of any form
 6. Perishable or Frozen foods.
 7. Antiques, paintings and the like valued over \$5,000 unless a valuation issued prior to the transit is available.
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Transit Clause - Period of Insurance

The Duration Clause, forming part of the Institute Cargo Clauses, is amended as follows:

Cover under this policy attaches at the time the subject matter insured is lifted from the ground at the removal address detailed in the quotation immediately prior to loading into the conveyance or shipping container.

Cover continues in the normal course of transit, including temporary storage at a professional storage facility if specified in the quotation.

Cover shall cease once the subject matter insured has been offloaded from the conveyance, taken directly into and first placed on the ground in the dwelling at the destination named on the quotation.

CONDITIONS

(As applicable to mode of transport)

Institute Cargo Clauses (A)
Institute Cargo Clauses (Air)
Institute Strikes Clauses (Cargo)
Institute Strikes Clauses (Air Cargo)
Institute War Clauses (Cargo)
Institute War Clauses (Air Cargo)
Institute War Clauses (Sendings by Post)
Institute Replacement Clause
Institute Cyber Attack Exclusion Clause 10/11/2003 CL380
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003) CL 370
U.S.A. & Canada Endorsement (USCAN B 29/1/2004) for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003)
Absolute Asbestos Exclusion Clause
Cargo Termination of Transit Clause (Terrorism) 2004

GENERAL PROVISIONS

Absolute Asbestos Exclusion Clause 2004

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.

Average Clause

This Policy is subject to the condition of average. That is to say if the property covered by this insurance shall at the time of any loss be of greater value than the sum insured, the Assured shall only be entitled to receive such proportion of the said loss as the sum insured by this policy bears to the total value of the property insured.

This clause has no effect in the event of total loss of the entire consignment hereby insured.

Cancellation Clause

This contract shall remain in force until cancelled by either party giving 30 (thirty) days notice in writing to that effect.

1. Notwithstanding anything to the contrary, the inclusion in this contract of insurance of War Risks may be cancelled by either party giving 7 days notice, or 48 hours notice in respect of Strikes, Riots and Civil Commotions Risks.
2. Notices of cancellation shall commence from midnight or the day such notices are issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted before the cancellation becomes effective.

Cargo Termination Of Transit Clause (Terrorism) 2004

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE EITHER;**
 - 1.1. As per the transit clauses contained within the Policy,
OR
 - 1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
OR
 - 1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
 - 1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

Whichever shall first occur

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1.
3. This clause is subject to New Zealand law and practice.

Claims Settlement Clause

The Company has the option to settle up to the sum insured by payment, reinstatement or repair and will base settlement on:

1. Replacement value for furnishings (excluding carpets, floor coverings, blinds, curtains and household appliances) less than ten years old.
2. Replacement value for carpets, floor coverings, blinds, curtains and household appliances less than five years old.
3. Indemnity value for all other household contents and personal effects (including computer equipment). Indemnity value means replacement value less an allowance for depreciation.

Subject always to the application of the excess as agreed at the time of arranging this insurance. In no case does this insurance cover depreciation of loss of originality consequent to repair of damage.

Clause Paramount

Notwithstanding anything contained herein to the contrary, the Marine Insurance Act 1908 and amendments shall take precedence.

Climatic Clause

This policy excludes loss or damage proximately caused by climatic and/or atmospheric changes.

Earthquake Exclusion Clause

Excluding any loss or damage which may be indemnified under the provisions of the Earthquake & War Damage Act 1944 and its Amendments, and any excess applied by the Earthquake & War Damage Commission.

Excess Clause

This insurance is subject to a minimum excess of NZ\$250 each and every claim, unless a higher amount is otherwise agreed prior to transit and noted in the quotation.

The excess does not apply to claims directly attributable to fire, flood, accident to, or overturning of the conveyance.

Institute Cyber Attack Exclusion Clause 10/11/2003 CL380

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003) CL 370

This clause shall apply to this Contract in respect of original policies attaching on or after 1st July, 2004 and shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 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
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

U.S.A. & Canada Endorsement (USCAN B 29/1/2004) for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (10/11/2003)

This Policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 (RACCBE). This inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

Jurisdiction Clause

This Policy of Insurance and any dispute hereunder shall be subject to the jurisdiction of the appropriate Court of New Zealand.

Mechanical and/or Electrical &/or Electronic Derangement

Subject always to the policy excess, this insurance covers electrical and/or electronic and/or mechanical derangement and/or failure.

Pairs and Sets Clause

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

Piano & Stringed Instruments Clause

The Company will not be liable for loss or damage caused through dampness in the atmosphere and/or extremes of temperature or from breaking of strings.

Removal of Debris

It is agreed that the Company will pay the costs of disposal, removal or destruction of the subject matter insured in consequence of a claim recoverable under the terms of this insurance. The Company shall not be liable for more than the sum of NZ\$5,000.

In no case shall this insurance extend to cover any liability, cost or expense arising in respect of pollution, contamination or pollution clean up costs, fines or penalties.

Self Packing Of Goods By The Assured

When a professional packer or carrier does not pack goods, in no case shall this policy cover:

1. missing items, unless accompanied by physical damage to the external packing or container as would enable removal of the items;
2. loss or damage directly or indirectly arising from the goods being insufficiently or unsuitably packed, including packing or stowage within a container or liftvan,

Storage Risks

Where the subject matter insured has been in storage, and the period of storage has not been insured under this transit policy, this policy does not cover loss or damage:

1. attributable to storage;
2. caused by non-delivery of packages or items, unless it can be clearly proved that such loss occurred during the period of transit insured by this policy.

Terrorism Exclusion Clause

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

- a) terrorism; and or
- b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism: means any act(s) of any person(s) or organisation(s) involving:

- i. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. 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.

However this exclusion will not apply to:

1. Any loss, damage, liability or expense arising from the operation, ownership, management or chartering of:
 - 1.1 Vessels, craft and units whilst afloat, under construction or repair, in dock or whilst in store ashore;
 - 1.2 Seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour or marina.
2. Cargo in the ordinary course of transit per Termination of Transit Clause (Terrorism).

Theft Clause

Where the subject-matter is carried in vehicles owned or operated by the Assured, this insurance excludes cover for theft unless following forcible entry into or from the securely locked vehicle, or resulting from actual or threatened physical violence to the driver or operator of the vehicle.

Water or Moisture Damage

This policy excludes loss, damage or expense caused by water, from any source and in any form, when the subject-matter insured is shipped in containers, other than in approved I.S.O. containers of solid roof and wall construction.

Claims Procedure

In the event of loss or damage for which the Company may be liable immediate notice must be given to the Independent Loss Adjusters, GAB Robins, telephone 0800 800 270

It is the Duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purposes of averting or minimising a loss and to ensure that all the rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required: -

1. To claim immediately for survey by Carriers, the port Authorities or other Bailees for any missing packages.
2. To apply immediately for survey by Carriers' or other Bailees' representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at survey.
3. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
4. To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.
5. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by a responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

The consignees or their Agents are recommended to make themselves familiar with regulations of the Port Authorities at the port of discharge.

Any claim under this insurance should be submitted without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.

YOU MUST NOT:

- (a) Dispose of any property that you intend to make a claim on under this policy;
- (b) Start any repairs without the permission of the Company unless it is necessary to prevent further loss.