



A Company of **Allianz** 

A photograph of a person in a blue uniform holding a large cardboard box. The person's face is partially visible at the top right. The background is slightly blurred, showing another person in a blue uniform in the distance. The image is used as a background for the lower half of the page.

# HOME CONTENTS AND PERSONAL PROPERTY TRANSIT INSURANCE

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POLICY DOCUMENT  
NEW ZEALAND MARKET

# REST EASY. OUR KNOWLEDGE RUNS DEEP.

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## **AM&T is a leading specialist in marine and transit insurance.**

The team at AM&T are the trusted experts in New Zealand and Australia when it comes to the sometimes complex world of marine and transit insurance.

At AM&T, we provide specialist knowledge, superior service and support, all with the security of knowing your policy is backed by the global strength of Allianz.



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# Welcome

You are important to Us and We welcome You as a valued client. You have entrusted Us with the insurance of Your Home Contents and Personal Property Transit – some of Your most valuable possessions.

We value 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 We agree to insure You, We do so based on the information provided by You or on Your behalf. In return for paying the premium to Us, We will give You the protection described in this Policy for events that occur during the period of insurance.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

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

All claims and general enquiries should be directed through Your insurance broker.

## About AM&T and Allianz

Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand of Level 11, Tower 1, 205 Queen Street, Auckland, New Zealand 1010, is the insurer of this Policy and is one of Australia's largest general insurers.

AM&T NZ is a division of Allianz New Zealand specialising in Cargo, Commercial Hull and Marine Liability insurance.

We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

In the Policy document We refer to Allianz Australia Insurance Limited as "We", "Us", "Our" and "Allianz".

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us 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 Us. 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 Us 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.

We reserve the right to change the terms of this insurance where permitted to do so by law.

Any new or replacement Schedule We may 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, We 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

By way of summary only, 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 the wording. It is not available for goods moved for commercial purposes. Specified Personal Property must be declared and listed in the Policy Schedule.

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 for a storage period requested by You which is associated with a Household Contents relocation.

### Option A – Accidental damage

This cover option provides cover against any Accidental physical loss or damage or the deliberate act of a third party, 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 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 inspection report has been completed on the item detailing any pre-existing damage.

### Option B – Nominated perils

This option provides a more limited cover for loss or damage to Your Household Contents and Personal Property 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 Household Goods or Specified Personal Property 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 We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the “Words with special meaning” section – this sets out what We mean 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 We Will Pay” – which sets out the basis on which We 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 We have;
- all of the documents that make up the Policy, including the Policy Schedule and any endorsements or other written changes to the cover We issue 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 Our application process You need to provide the information We require 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 for certain claims;
- whether any standard terms need to be varied (this may be by way of an endorsement).

Where We agree to issue a Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us 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 Us, We 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

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring and the amount that the claim is likely to cost Us. The factors that make up Your risk profile include:

- the cover section You have selected;
- the value of Your Household Contents and/or Specified Personal Property and the type of contents e.g. a high proportion of fragile items;
- the distance You are moving the Household Contents and/or Specified Personal Property; and
- Our obligation to pay relevant government taxes and charges. For example, We include an amount that covers GST payable in relation to the Policy.

Factors that increase the risk to Us may result in a higher base premium whilst factors that decrease Allianz risk may result in a lower base premium.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to Your Policy. These amounts will be set out separately on Your Schedule of insurance as part of the total premium payable.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy.

## 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.

We may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Us that are reasonably related to You buying and cancelling Your Policy and any government taxes or duties We cannot recover.

After the cooling off period has ended, You still have cancellation rights. (refer to "Cancellation rights under the 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 14.

## Cancellation rights under the Policy

### How You may cancel this Policy

- In addition to the Cooling off rights detailed earlier You may cancel this Policy at any time prior to any removal of Your Household Contents and/or Specified Personal Property taking place by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your intermediary or Us. You cannot cancel the Policy once the Transit of Your Household Contents and/or Specified Personal Property has commenced.
- Where there is more than one contracting Insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting parties named as the Insured or from a person authorised to act as agent of all such persons.

### How We may cancel this Policy

- We may cancel this Policy by informing You in writing, subject to any relevant law.

- We will give You this notice in person or send it to Your address last known to Us.

## Return premium

If You cancel the Policy We will refund to You the premium.

## Your Duty of Disclosure

Before entering into a contract of insurance, You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew, vary, extend or reinstate Your Policy. The same duty applies to any person making statements or providing information on Your behalf.

Information is material if it may influence a prudent Insurer in deciding whether or not to accept cover, renew or alter the Policy, the terms and conditions to operate, including the Premium payable.

Examples of information You may need to disclose include but are not limited to:

- anything that increases the risk of an insurance claim;
- subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past five years.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Allianz Australia Insurance Limited.

## Non-disclosure

If You fail to comply with Your Duty of Disclosure, it may result in:

- the Policy being void;
- the Policy being cancelled; or
- the amount We pay if You make a claim being reduced.

## Privacy Act

Pursuant to the Privacy Act 1993 the following information is provided for Your benefit:

- the Proposal collects personal information about You;
- the information is collected to evaluate the insurance being sought;
- the intended recipient of the information is Allianz Australia Insurance Limited;
- the information is being collected and held by Allianz Australia Insurance Limited of Level 11, Tower 1, 205 Queen Street, Auckland, NZ 1010;

- the collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the insurance sought and is mandatory;
- the failure to provide this information may result in Your application for insurance being declined, or the Policy being void from the beginning;
- You have the right of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

## Fair Insurance Code

Allianz Australia Insurance Limited supports the principles of the Fair Insurance Code. The purpose of the Code is to increase the standards of practice and service within the insurance industry. To the extent the Code applies to this product, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website ([www.icnz.org.nz](http://www.icnz.org.nz)).

## Complaints – Internal and external complaints procedure

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us.

A dispute can be referred to the Financial Services Complaints Limited (FSCL) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

To find out more about the role of FSCL and FSCL's Terms of Reference, refer to FSCL's website – <http://www.fscl.org.nz/> or You can contact them as follows:

Financial Services Complaints Limited  
PO Box 5967  
Lambton Quay  
Wellington 6145  
Freephone: 0800 347 257  
Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

# Words with special meaning

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.

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

**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 a contribution that may be required by You to any costs, including jettison of cargo owned by others, that are incurred to prevent the total loss of a conveying vessel and cargo. The amount to be contributed is proportional to the value that Your Household Contents and/or Specified Personal Property bears to the combined value of the ship and all the cargo on board.

**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 location, outside 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 We tell You forms part of the Policy.

**Proposal** means the application form completed by You or the quotation slip submitted on Your behalf in which You provided the information upon which We 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 Goods or Property after it has suffered loss or Damage; or
- the physical act of recovering Goods or Property which has been lost or Damaged, but which has residual commercial value.

**Schedule** means the relevant Schedule We have 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.

**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.

**Sum Insured** means the sum insured specified in the Schedule for any one loss or series of losses arising out of the same event.

**We, Us or Our, or the Insurer** means Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand of Level 11, Tower 1, 205 Queen Street, Auckland, New Zealand 1010. AM&T NZ is a division of Allianz New Zealand.

**You, Your(s) or Insured** means the party or parties specified in the Policy Schedule as the Insured.

## 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 Australia 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 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.

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 ceases 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 instructions, unless We have agreed to extend this Policy to include this period of storage.

# Cover options

Subject to the exclusions and conditions of this Policy, We 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, We will cover You up to the Sum Insured for:

- Accidental physical loss of;
- Accidental physical damage to;
- physical loss or damage caused by the deliberate act of a third party to;
- loss of or damage caused by Terrorism during Transit or during Incidental Storage 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, We will also cover:

- any General Average and/or Salvage contribution You are required to pay;
- 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 Us.

## Option B – Nominated perils

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

We will cover Your Household Contents and/or Specified Personal Property against physical loss of or 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.

We 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 Word With Special Meanings on page 6.)*

Where this option is selected and We have agreed to provide the cover it will be shown in the Policy 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 instructions at professional storage facilities 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

## Temporary accommodation

Regardless of the Cover Option selected by You, if Your Home Contents have not been delivered to the Destination specified in the Schedule by Your Professional Removalist by the intended delivery date because of loss of or damage to the Home Contents covered by this Policy and as a result You are unable to live in Your new home, We will contribute to the reasonable cost of temporary accommodation for You and Your Family.

Our contribution will be limited to NZ\$250 per day for a maximum period of 30 days. Any payment We make under this benefit is in addition to the Sum Insured shown in the Schedule.

## Delayed unpacking (applies to cover Option A only)

We will extend cover to include Accidental physical loss of or Accidental physical damage to Your Household Contents and/or Specified Personal Property that You discover when Your Household Contents and/or Specified Personal Property are unpacked up to 45 days after delivery at the Destination. We 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 the event of Accidental physical damage to Household Contents and/or Specified Personal Property covered under this Policy during Transit, We will also pay in addition to the Sum Insured all costs and expenses incurred in the removal and/or disposal of such damaged Household Contents and/or Specified Personal Property up to NZ\$5,000 in total.

# Exclusions

This Policy does not cover any loss, damage, liability, 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, loss of use and defects

- 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 Us 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, except in respect of Additional Benefit – Temporary accommodation;
- 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) mechanical, electrical or electronic breakdown or malfunction including failure to recognise, interpret or process any data or to function correctly as a result of such failure unless there is visible external physical damage to the item covered by the Policy;
- 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) legal seizure of Your Household Contents;
- 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) loss of use of Your property, or any other form of consequential loss;

- o) Terrorism, other than during Transit and Incidental Storage.

## 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.

## Prohibited cover or payments

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund of premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

# What We will pay

## How We 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

We will at Our 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

We require You to insure these items for their current market value and in the event of a loss any claim is limited to the market value of the motor vehicles, motor cycles (including trail bikes), caravans, trailers, Boats and other watercraft insured immediately prior to their loss or damage. Subject to this provision, We will at Our 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.

## The amount of claim may be reduced

The amount of any claim You make against the Policy may be reduced:

- if You undervalue Your Household Contents. The amount is determined by the extent You have underinsured Your Household Contents;
- by the amount of the Excess applying to each and every claim, this amount is shown in Your Policy Schedule;
- if You do not comply with a Policy condition.

## 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 We 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, We 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) We 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, We do 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 We 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, We reserve the right to settle the loss by payment to You or replacement with the make and model having the nearest specifications to the original.

### Underinsurance

If You do not insure Your Household Contents and/or Specified Personal Property for the full value this means You have understated the overall value of Your Household Contents, underinsurance will apply and Your claim may be reduced. If You insure Your property for less than 80% of its actual value, determined by using the Sum Insured You have declared to Us, You will only be entitled to recover the proportion of any claim that the Sum Insured bears to 80% of the actual value.

An example of underinsurance is:

Sum Insured declared in Your Proposal:	NZ\$25,000
Your Household Contents and/or Specified Personal Property have an actual value of:	NZ\$55,000
You lodge a claim for:	NZ\$ 2,500
80% of the actual value of NZ\$55,000:	\$44,000
Sum Insured NZ\$25,000 as proportion of NZ\$44,000:	57%
Maximum amount We will pay is:	NZ\$2,500 (the claim) x 57% = NZ\$1,425 (less the Policy Excess)

The balance of the claim NZ\$1,075 is not payable by Us as You did not insure for the actual value of Your Household Contents and/or Specified Personal Property and did not pay Us a premium for the underinsured proportion.

### Good and Services Tax

Provided that GST is recoverable by Us, 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, We will only pay the GST on the sum that relates to Our 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 We issue to You.

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

## 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 of 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 any other party then, We reserve the right to seek contribution from any other insurer(s). You must provide Us with full information and all reasonable assistance in the recovery of Our rateable proportion of such loss or damage.

## Owner packed Household Contents

This Policy does not cover theft or non-delivery of items regardless of cover Option selected (Option A or B) unless You have provided Your Professional Removalist with a detailed carton inventory prior to the commencement of the Transit.

## Pre-movement inspection 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 before the Transit commences You will need to provide Us with a pre-movement 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

We have 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 Us with full information and all reasonable assistance in the recovery of those payments or expenses.

## Terrorism

This Policy covers loss of or damage to the Household Contents caused by Terrorism when the Household Contents are in Transit or during Incidental Storage.

## 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

We 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 agree or have 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 of or damage on Your Removalist's consignment note /delivery document before You sign for the receipt of Your Household Contents. As soon as possible, write to Your 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 of or damage, write to Your 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 Us as soon as possible

Notify Us 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 Our claim form if We ask You to do so and return Us as quickly as possible, including any original receipts, proof of ownership or quotes We require to settle Your claim;
- b) co-operate with any surveyor that We may appoint;
- c) inform Us 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 Our written consent;
- b) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss of or damage.

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For all enquiries please call your insurance intermediary

**[amandtnewzealand.co.nz](http://amandtnewzealand.co.nz)**

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