

## Container Legal Liability Extension - Features and Benefits

July 2014

This extension clause is available as an endorsement to any Vero Marine cargo policy where the Assured has a liability for loss or damage to containers.

The extension is to cover the Assured's contractual legal liability for loss, damage or expense in respect of third party containers arising from their use in carrying the Assured's cargo.

### **Duration**

From delivery of the container to the Assured for the purpose of loading for the cargo transit; whilst in the ordinary course of transit as per Institute Cargo Clauses (A); and until the redelivery or return of the container(s).

### **Risks Covered**

Cover is provided where such liability arises from

- Physical loss or damage, including by:
  - Fumigation or similar process
  - Taint caused by damaged cargo or damaged cargo packaging
  - Infestation, rot or deterioration caused by the Assured's damaged cargo or the Assured's damaged cargo packaging
  - War, civil war, civil disturbance, strikers, rioters or terrorists
  - Theft or attempted theft
- Confiscation, requisition, quarantine, seizure or wilful act of or by government, customs or health or local authority official
- Disappearance, delay, embargo, or entrapment for a period longer than 90 days
- Financial encumbrance by salvage lien or general average demand
- Contractual legal liability as lessee or bailee to dispose of the damaged container as debris or the removal of container debris

The Company's liability for all sections is limited to NZD50,000 per event, and NZD100,000 in any one policy period.

The Extension Clause is subject to a deductible equivalent to the carrier's legal limitation, or NZD 1,500, whichever is the greater, but only to the extent that the carrier's legal limitation remains after its application to a cargo recovery action.

**Note:** *This is a summary only. Please refer to the Policy Document for the full conditions and exclusions.*

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