



**QBE Insurance (Malaysia) Berhad**

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# QBE MARINE CARGO INSURANCE – STEVEDORE LIABILITY POLICY

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**QBE INSURANCE (MALAYSIA) BERHAD** welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

**“WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT FROM YOUR POLICY.”**

# **QBE STEVEDORE LIABILITY POLICY**

**We, QBE INSURANCE (MALAYSIA) BERHAD (hereinafter referred to as “Underwriters”), hereby agree, in consideration of the payment to us by or on behalf of the Insured of the premium specified in the Schedule, to insure against loss damage liability or expense in the manner hereinafter provided, by the terms of insurance and clauses shown and referred to below and overleaf.**

**NOW THIS POLICY WITNESSETH that we, the Underwriters take upon ourselves the burden of this Insurance and promise and bind ourselves to the Insured, their Executors, Administrators and Assigns for the true performance and fulfillment of the contract contained in this Policy in consideration of the person or persons effecting this Policy promising to pay a premium at and after the Rate to be agreed.**

**THIS INSURANCE IS SUBJECT TO ENGLISH LAW AND PRACTICE.**

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## 1. Coverage

In consideration of the premium charged, the Underwriters agree to indemnify the Insured in respect of their legal liabilities to third parties which the Insured may incur as a Stevedore arising from the following:

- A. (i) Physical loss of or physical damage to vessels and/or craft including loss of use arising therefrom, their equipment, and cargo (including the cost of or expense of or incidental to the removal of wreck of such property), the property of others whilst at the landing and mooring facility of the Insured.
  - (ii) Any other physical loss or physical damage to the property and/or equipment of others, while directly under the Insured care, custody and control and arising out of their loading, unloading and mooring of vessels and/or craft.
  - (iii) Loss of life and/or bodily and/or personal injury, resulting from (i) and (ii) above.
- B. By reason of legal costs and/or fees or expenses occasioned by the defence of any claim against the insured for liability or alleged liability of the insured covered by the above, provided that such costs, fees and/or expenses are incurred with the prior written consent of Underwriters which consent shall not be unreasonably withheld.

## 2. Limit of Liability

The limit of liability under this insurance, in respect of any one accident or series of accidents arising out of one occurrence shall be amount stated in the policy schedule including liability for costs and expenses which are either:

- (a) incurred with the written consent of the Underwriters hereon,
- or
- (b) awarded against the Insured.

## 3. Excess

This insurance shall only pay the excess of amount stated in the policy schedule in respect of the Insured's ultimate nett loss resulting from any one accident or series of accidents arising out of one occurrence.

## 4. Warranty

It is a condition precedent to underwriters liability under this insurance that the Insured will not waive rights of subrogation against, or waive rights of recourse against, or otherwise agree to indemnify or hold harmless in any way the owners, operators, managers or charterers of any vessel or craft calling at the Insureds facilities, or any other third parties unless prior approval has been given by Underwriters on terms to be agreed.

## 5. Exclusions

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that this Insurance shall exclude the following:

- (a) any loss or damage to property owned, leased or rented by the Insured;
- (b) loss, damage or expense arising out of the operations of any vessel or craft owned by the Insured or any affiliated or subsidiary company;
- (c) seepage, pollution or contamination however caused;
- (d) loss or damage caused by or resulting from:
  - (i) war, hostile or warlike action in time of peace or war including action in hindering, combating or defending against an actual, impending or expected attack (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval, or air forces; or (3) by any agent of any government, power authority or forces;

- (ii) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  
- (iii) insurrection, rebellion, revolution civil war, usurped power or action taken by government authority in hindering, combating or defending against such an occurrence seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
  
- (iv) any strike, lock-out, labour disturbance, riot, civil commotion or act of any person taking part in any such occurrence, or from any act of any person acting maliciously;
  
- (e) fines, penalties, punitive and exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
  
- (f) any liability assumed under contract or otherwise in extension of the liability imposed upon the Insured by law in the absence of contract;
  
- (g) any liability arising directly or indirectly under workmen compensation or Employers Liability Acts or any other statutory or common law liability in respect of loss of life, bodily injury to, or illness of any workman or other person employed in any capacity whatsoever by the Insured, his agents or sub-contractors when such loss of life, bodily injury or illness arises out of or in the course of the employment of such workman or other person;
  
- (h) bodily injury, personal injury, and/or property damage directly or indirectly caused by or arising out of: asbestos, tobacco, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pesticides or herbicides, electromagnetic fields, pharmaceutical or medical drugs/products/ substances/devices, or any substance containing such material or any derivative thereof;
  
- (i) any liability where vessels and/or craft intentionally take ground and/or are beached for the purpose of loading, unloading, docking, undocking and/or mooring;
  
- (j) (In respect of liquid cargoes only) any liability to and/or from cargo (i) after cargo passes the first onshore shut off valve during unloading (ii) prior to cargo passing the last onshore shut off valve during loading.
  
- (k) any liability arising as a result of the safe working load of any equipment being intentionally overloaded other than for the purpose of inspecting or testing.

## 6. Conditions

- 6.1 With respect to the inclusion of the Insured's liability for the cost or expenses of or incidental to the removal of wreck as set forth in 1.A. (i) it is agreed that such cost or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Insured. These expenses shall be payable even though the Insured may have no statutory, legal or assumed obligation or liability to do so.
  
- 6.2 In the event of any occurrence which may result in loss, damage and/or expense, for which Underwriters are or may become liable under this Insurance, notice thereof shall be given to Underwriters or their representative immediately, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to Underwriters.
  
- 6.3 In respect of any accident or occurrence likely to give rise to a claim under this Insurance, the Insured is obligated to and shall take such steps to protect its (and Underwriters) interest as would reasonably be taken in absence of this or similar insurance. This Insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Insured shall make or shall have made any admission of liability either before or after such accident or occurrence or in the event the Insured shall prejudice any negotiations of Underwriters for settlement or in any legal proceedings in respect of any claim for which Insurers are or may be liable under this Insurance.
  
- 6.4 Underwriters shall at any time be entitled (but not obliged) to control or take over the conduct of the investigation defence and settlement of any claim suit or proceeding against the Insured which is or is likely to be the subject of indemnity under this insurance.
  
- 6.5 It is expressly understood and agreed that no liability shall attach under this Insurance until the liability of the Insured has been determined by final judgement against the Insured or by agreement between the Insured and the Plaintiff with the written consent of Underwriters; in the event the insured shall fail or refuse to settle any claim, as authorised by Underwriters, the liability of Underwriters to the Insured shall be limited to the amount for which settlement could have been made.
  
- 6.6 Assignment or transfer of this policy shall not be valid except with the written consent of Underwriters.

- 6.7 In the event of a claim being paid under this insurance, Underwriters shall be subrogated to all rights and remedies of the Insured.
- 6.8 In the event of an accident/occurrence giving rise to a claim which is or but for the existence of this insurance would be covered under any other indemnity or insurance inuring to the benefit of the Insured, the insurance afforded by this policy shall be in excess of the amount which would be recoverable under such other indemnity or insurance had this insurance not been effected, but only to the extent that the excess amount is covered by this insurance.
- 6.9 This Insurance shall be subject to English Law.
- 6.10 This Insurance shall be subject to Malaysia jurisdiction.
- 6.11 This insurance may be cancelled by either party on giving the other 30 days notice in writing. In the event of Underwriters giving notice, and this insurance being subject to a minimum and deposit premium, then the words "minimum and" shall be deemed deleted.

**IMPORTANT NOTICE:**

The following are channels available for complaints on insurance related matters. You can contact our Complaint Unit for assistance at 03-7861 8400 or the following authorised bodies

FINANCIAL MEDIATION BUREAU (FMB)  
LEVEL 25, DATARAN KEWANGAN DARUL  
TAKAFUL  
NO. 4 JALAN SULTAN SULAIMAN  
50000 KUALA LUMPUR  
TEL: 03-2272 2811  
FAX: 03-2274 5752

DIRECTOR  
Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
BANK NEGARA MALAYSIA  
TINGKAT 14B PETI SURAT 10922, 50929 KUALA  
LUMPUR  
TEL: 03-2698 8044 FAX: 03-2693 6919