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QBE MARINE CARGO Insurance – GOODS-IN-TRANSIT ANNUAL POLICY



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 Marine Cargo Insurance – Goods-In-Transit Annual Cover 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.

QBE Marine Cargo Insurance – Goods-In-Transit Annual Cover POLICY

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A. THE COVER

Preamble

WHEREAS the Insured named in the **Schedule** hereto has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **QBE Insurance (Malaysia) Berhad** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the said **Schedule** as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance the Property Insured whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances within the Situation shall be lost, destroyed or damaged by **FIRE, THEFT OR ACCIDENTAL MEANS**, as more particularly defined under the clauses attached as described in the **Schedule**, then the Company shall indemnify the Insured in respect of such loss, destruction or damage but not exceeding the Sum Insured specified in the **Schedule** on each item of the Property Insured.

PROVIDED that if the total value of the Property Insured in transit exceeds the Sum Insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

B. EXCLUSIONS

The Company shall not be liable in respect of

1. Excess

The first amount of each and every claim as specified in the **Schedule** as the Excess.

2. Excluded Cargo

Loss or destruction of or damage to livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash, bank notes, stamps, deeds, securities, bills of exchange, documents, manuscripts or plans, unless expressly included in the policy.

3. Fragile Cargo

Destruction of or damage to china, glass, earthenware, pictures, scientific instruments, statuary marble or plaster work, unless caused by fire or theft or an accident to the conveyance or an object falling onto the conveyance.

4. Scratching, Rubbing and Abrasion

Damage to furniture including paintings, pictures, drawings, etchings, as a result of scratching, rubbing or abrasion.

5. Leakage and Spilling

Loss of any liquid gas or goods from containers by leakage or spilling unless caused by fire or any accident to the conveyance or an object falling onto the conveyance.

6. Environmental Exposure

Loss, destruction or damage caused by weather, atmospheric conditions, wear and tear, moth, vermin, insects, damp, mildew, rust, defective packing, hooks or slings, delay, loss of market, depreciation or deterioration, contamination, fermentation or spontaneous combustion or consequential loss of any kind.

7. Temporary Storage

Loss, destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage, re-assembly or fitting, packing or processing.

8. Excluded Perils

Loss, destruction or damage occasioned by or happening through volcanic eruption, subterranean fire, earthquake or other convulsion of nature, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike, civil commotion or hijacking.

9. Action by Public Authority

Loss, destruction or damage occasioned by or happening through confiscation, nationalisation, detention, requisition or wilful destruction by any government, public, municipal, local or customs authority.

10. Theft or Pilferage by Employee

Theft or pilferage in which any employee of the Insured is concerned as principal or accessory.

11. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

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

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 radiation 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.

12. Cyber Attack

- 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 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.

13. Terrorism

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

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,
1.1 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
- 1.2 in respect of marine transits, on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseas vessel at the final port of discharge,
1.3 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, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1 .

This clause is subject to English law and practice.

C. CONDITIONS

1. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing at the head office or any branch office or agency of the Company from which this policy was issued and notice or knowledge of anything relating to the Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.

2. Reasonable Precaution

The Insured shall take all reasonable precautions for the safety of the property and shall act with reasonable despatch in all circumstances within their control. When the property is carried on any vehicle or trailer owned or operated by the Insured, then the Insured shall exercise all care and diligence in the selection of steady, trustworthy, sober and competent employees and shall see that all vehicles or trailers are overhauled periodically and maintained in an efficient and roadworthy condition.

3. Claim Procedure

On the happening of any event giving rise or likely to give rise to a claim under this Policy coming to his knowledge, the Insured shall:

(a) give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible and in any event within thirty (30) days of such notice, deliver to the Company a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof excluding profit of any kind and of the loss destruction or damage, otherwise the Company shall be under no liability for any loss or damage occurring in connection with such event.

(b) take immediate steps to minimise the damage and recover any missing property and give notice to any third party who had custody of the property or who may be responsible for loss, destruction or damage.

(c) if the claim be one for theft, give immediate notice to the police.

4. Other Insurance

If at the time of the happening of any loss, destruction or damage covered by this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not, then the Company shall not be liable to pay more than their rateable proportion of the loss, destruction or damage. Each article of property insured by this Policy shall be separately considered subject to this condition.

5. Insurable Interest

Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the insurance to be continued.

6. Misrepresentation

If the proposal or declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

7. Termination

The Company may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this Policy, returning on demand a proportion of the premium corresponding to the unexpired period of insurance adjusted in accordance with Condition 10 hereof.

8. Admission of Liability

The Insured shall not without the consent in writing of the Company incur any expense whether by litigation or otherwise or make any payment offer promise settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Policy. The Company shall in respect of anything insured under this Policy be entitled to take over and conduct in the name of the Insured at their own expense and for their own benefit any claim for indemnity or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

9. Method of Claim Payment

The Company shall be entitled to reinstate, repair or replace the property lost, destroyed or damaged as the case may be instead of paying the amount of the loss, destruction or damage. Upon the payment of any claim for loss under this Policy, the property in respect of which such payment is made shall belong to the Company.

10. Records

The first premium and all renewal premiums that may be accepted are to be regulated by the total values of all the property despatched during each Period of Insurance. The Insured shall keep an accurate record of all such values and shall at all reasonable times allow the Company to verify such record, and within one month of the expiry of each Period of Insurance shall furnish the Company with a correct account of the amount so recorded and if such amount shall differ from that on which the premium has been paid, the difference in premium shall be met by a further proportionate payment or by a refund as the case may be.

11. Arbitration

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar month after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed.

The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

12. Personal Responsibility

The agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Insured if the Insured should commence proceedings against the agents. It is hereby declared and stipulated that the Insured shall forfeit thereby all claims upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

13. Declaration of Information

The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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.

1. 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

2. LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)
BANK NEGARA MALAYSIA
P O BOX 10922
50929 KUALA LUMPUR
TEL: 1-300-88-5465 (LINK)
FAX: 03-2174 1515