



## Policy

# Marine Cargo

**Berjaya Sampo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free: 1-800-889-933  
Tel.: 03-2170 7300  
E-mail: [customer@bsompo.com.my](mailto:customer@bsompo.com.my)  
Website: [www.berjaysompo.com.my](http://www.berjaysompo.com.my)

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CGO1221

## IMPORTANT NOTICE

Please read the terms and conditions of this Policy carefully, and if there is any error or misdescription be found herein, or if the cover is not in accordance with your wishes, please return the policy to us immediately for alteration

If **You** have any complaints relating to this Policy, please contact

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank  
105 Jalan Ampang  
50450 Kuala Lumpur

Tel : 03-2170 7300

Tol Free : 1-800-889-933

Fax : 03-2170 4800

Email : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If **You** are not happy with **Our** response, **You** may opt to contact either:

### OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

Tel : 03-2272 2811

Fax : 03-2272 1577

E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia

Ground Floor, Blok D

Jalan Dato Onn

50480 Kuala Lumpur

Tol free : 1-300-88-5465

General Line : 603-2698-8044 / 2698 9044 / 9179 2888

Fax : 03-2174 1515

Email : [bnmtelink@bnm.gov.my](mailto:bnmtelink@bnm.gov.my)

eLINK : [telink.bnm.gov.my](http://telink.bnm.gov.my)

SMS : 15888

**For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sompo Insurance Berhad** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

Notwithstanding anything contained herein or attached hereto to the contrary, this insurance is understood and agreed to be subject to English law and practice only as to liability for the settlement of any and all claims.

This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

Now this policy Witnesses that the Company take upon ourselves the burden of this Assurance and promise and bind ourselves to the Insured for the true performance and fulfilment of the contract contained in the Policy.

**For Non-Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sompo Insurance Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

We, BERJAYA SOMPO INSURANCE BERHAD (hereinafter referred to as The Company), 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 proportions and manner hereinafter provided.

Notwithstanding anything contained herein or attached hereto to the contrary, this insurance is understood and agreed to be subject to English law and practice only as to liability for the settlement of any and all claims.

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is Insured by or would but for the existence of this Policy be insured by any fire or other Insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this Insurance not been effected.

Now this Policy Witnesses that the Company take upon ourselves the burden of this Assurance and promise and bind ourselves to the Insured for the true performance and fulfilment of the contract contained in this Policy.

**IMPORTANT**

**PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE**

**LIABILITY OF CARRIES, BAILEES OR THEIR THIRD PARTIES**

It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carries, Bailee's or other third parties are properly preserved and exercised. In particular, the Insured or their Agents required:-

1. To claim immediately on the Carries, Port Authorities or other Bailee's for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container delivered is damaged or with seals broken or missing or with seals other than as stated

in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carriers' or other Bailee's' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailee's for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailee's within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharges.

#### INSTRUCTION FOR SURVEY

In the event of loss or damage which may involve a claim under this Insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy or Certificate.

#### DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents without delay, including when applicable :-

1. Original policy or certificate of insurance.
2. Original or certified copy of shipping invoice, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

**No claim for loss by theft &/or pilferage shall be paid hereunder unless notice or survey has been given to this Company's office or agents at destination within 10 days of the expiry of this insurance.**

#### NOTICE OF LOSS CLAUSE

The Holder of this Policy is requested not to sign any Average Bond or to pay any deposit on account of General Average without first communicating with the Company's nearest Branch Manager or Agent.

In the event of damage to, or loss of the interest insured under this Policy, no claims will be admitted by the Company unless prompt notice be given to the Survey Agent named in the Schedule.