



GOODS IN TRANSIT POLICY

Consumer Insurance Contract

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

"You and Your" or "The Assured" means the person(s) named on the **Schedule** as the assured.

NOW THIS POLICY WITNESSES that if during the Period of Insurance the Property whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporary housed in the ordinary course of transit whether on or off said conveyances within the Territorial Limit shall be lost destroyed or damaged by

FIRE THEFT OR ACCIDENTAL MEANS

Then the Company shall indemnify the Insured in respect of such loss destruction or damage but not exceeding the Limit of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Insured in respect of such transit

PROVIDED that if the total value of the Property in transit exceeds the Limit of Liability or the amount declared in respect of each transit then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss destruction or damage accordingly.

Non Consumer Insurance Contract

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EXCEPTIONS

The Company shall not be liable in respect of:-

- (1) loss or destruction of or damage to livestock explosives goods of a dangerous nature tobacco cigarettes cigars wines spirits radio televisions tape recorders furs watches clocks jewellery gold and silver articles precious metals and stones bullion cash bank notes stamps deeds bonds securities bills of exchange documents manuscripts or plans
- (2) destruction of or damage to china glass earthenware pictures scientific instruments statuary marble or plasterwork articles of virtu or the like unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling onto the conveyance
- (3) damage to furniture including paintings pictures drawings etchings as a result of scratching rubbing or abrasion
- (4) loss of any liquid gas or goods from containers by leakage or spilling unless caused by (a) fire (b) an accident to the conveyance or (c) an object falling onto the conveyance
- (5) 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
- (6) loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing
- (7) loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion
- (8) 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
- (9) theft or pilferage in which any employee of the Insured is concerned as principal or accessory
- (10) loss destruction or damage directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
 - (b) nuclear weapons material

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to 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. 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. 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 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 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. 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 ratable proportion of the loss destruction or damage. Each article of property insured by this Policy shall be separately subject to this condition.
5. 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. 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 under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, all benefit under this Policy shall be forfeited.
7. 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. 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. 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. 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. 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 calendar months after having been required so to do in writing by the other party. In case either shall refuse or fail to appoint an Arbitrator within two calendar months 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. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or Arbitration.
13. The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SCHEDULE ATTACHED HERETO SHALL BE TAKEN AND READ AS FORMING PART OF THIS POLICY

THE FOLLOWING CLAUSES ARE APPLICABLE TO THIS POLICY

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03 (CL 370)

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

1. 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 radiations 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.

DATE RECOGNITION CLAUSE

It is noted and agreed this policy is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. correct recognize any date as its true calendar date;
 2. capture, save, retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. 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,
 - 1.3 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**
 - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
 - 1.5 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.
 3. This clause is subject to English law and practice.

SPECIAL CLAUSES
(Not included in the Policy unless specified in the Schedule)

INLAND TRANSPORT CLAUSE (F.P.A.)

Notwithstanding anything stated in the operative clause of this policy, the Company shall indemnify the Insured in respect of loss of or damage to the subject-matter insured hereby whilst in ordinary or customary course of transit, occasioned by the carrying vehicle or conveyance being on fire, derailed, overturned or in collision struck by lightning or other accident to the vehicle or conveyance such as involuntarily leaving the road, breaking of bridges and consequent damage to the conveyance or vehicle and subject-matter insured hereby. Risk to cease three days after date of despatch mentioned in this policy or until delivered by Railway or other Carrier whichever may first occur.

Warranted this insurance shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

Warranted that no liability shall attach to the Company under this insurance in respect of goods lost or damage whilst in custody of the Railway, or other Carrier unless a claim, provisional or otherwise, has been lodged in writing by the Insured against the Railway or other Carrier concerned within the period prescribed by the contract of carriage.

The Company to be entitled to any amount recovered from the Carriers or others in respect of claims (less cost of recovery, if any) up to the amount paid by them in respect of such claims.

Excluding Strike, Riots and Civil Commotion risks.