



## Policy

# Marine Cargo

The benefits payable under eligible policy are protected by PIDM up to limits.  
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

**Berjaya Sompo 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  
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CGO0325

## IMPORTANT NOTICE

This is your Marine Cargo Policy. You should satisfy yourself that this Policy will best serve your needs. You should read and understand the Policy terms, conditions and warranties and discuss with your insurance advisor, agent, broker and/or with us directly for more information and/or to clarify any doubts you may have when you purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with your wishes, please return the Policy to us immediately for amendment.

You must fully observe and fulfil the terms, conditions and warranties to enjoy the coverage provided. If you have any questions after reading these documents, please contact us for further clarification. If there is any change in your declarations that may affect the insurance provided, please notify us immediately, otherwise you may not receive the benefits of this Policy.

To help preserve the environment, we will send a printed copy of this Policy Wording once only. Please keep this Policy Wording safely. In case of renewal and/or amendment of your Policy, we will send you the Policy Schedule and/or Endorsement only. If at any time you require a copy of the Policy Wording, please download a copy from [www.berjaysompo.com.my](http://www.berjaysompo.com.my) based on the jacket code provided.

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  
Toll Free : 1-800-889-933  
Fax : 03-2170 4800  
E-mail : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If you are not happy with our response, you may opt to contact either:

### **FINANCIAL MARKETS OMBUDSMAN SERVICE**

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. : 03-2272 2811  
Website : [www.fmos.org.my](http://www.fmos.org.my)

### **LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)**

BNMLINK,  
4th Floor, Podium Bangunan AICB  
No. 10, Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel : 1-300-88-5465  
Overseas : +603 2174 1717  
eLINK : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

**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.

**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 physical loss or damage to the goods insured during transportation from one place to another place.

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.

**IMPORTANT**

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

**LIABILITY OF CARRIERS, 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 Carriers, 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 Carriers, 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.

## CLAUSES/WARRANTIES/ENDORSEMENTS (THE FOLLOWING CLAUSES/WARRANTIES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

### COMMUNICABLE DISEASE EXCLUSION (CARGO)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011  
17 April 2020

## **INFORMATION TECHNOLOGY HAZARDS CLAUSE**

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of:

- i. loss of, or damage to, or
- ii. a reduction or alteration in the functionality or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not,

shall not be aggregated.

If such losses are caused directly by one or more of the following physical perils, namely

theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow,

then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

16/11/01

## **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03**

**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.

CL370

## **MARINE CYBER ENDORSEMENT LMA5403**

- 1 Subject only to paragraph 3 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, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer

software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

- 3 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, paragraph 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.

LMA5403

11 November 2019

#### **RUSSIA, UKRAINE, BELARUS EXCLUSION CLAUSE**

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100-AMENDED)**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

#### **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 the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious 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 contract of insurance,

**or**

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

**or**

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,



- 1.6 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 the contract of insurance 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.

JC2009/056  
01/01/2009

**U.S.A & CANADA ENDORSEMENT FOR THE INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03**

This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). The inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

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29/01/04

**SPECIAL/EXTRANEIOUS PERILS/CLAUSES/ENDORSEMENTS  
(THE FOLLOWING SPECIAL/EXTRANEIOUS PERILS/CLAUSES/ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)**

**BRAND AND LABEL CLAUSE**

In the event of loss or damage to the property insured it is understood and agreed that Insurer shall bear the cost and expenses of relabelling. It is further understood that should the good be disposed off by salvage sale with the consent of the Insured, the Insurer shall bear the cost and expenses of removing such labels. It is agreed that such cost and expenses of relabelling or removal of label shall not be additional to the sum insured.

**CARGO ISM ENDORSEMENT**

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1st July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware :-

- a) either that such vessel was not certified in accordance with the ISM Code.
- b) or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Conventions 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

## **HIJACKING, THEFT AND ARMED ROBBERY CLAUSE**

It is hereby declared and agreed that this Policy is extended to cover the risk of hijacking, theft and armed robbery.

It is further declared and agreed that the word "ROBBERY" shall mean taking of insured property:

- (i) By violence inflicted upon a custodian
- (ii) By putting him in fear of violence
- (iii) From the custodian who has been killed or rendered unconscious

Subject otherwise to the terms, exceptions and conditions of the Policy.

## **INSTITUTE CLASSIFICATION CLAUSE 01/01/2001**

### **QUALIFYING VESSELS**

- 1) This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

1.1 a Member of Associate Member of the International Association of Classification Societies (IACS\*), or

1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

### **AGE LIMITATION**

- 2). Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

### **CRAFT CLAUSE**

- 3). The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

### **NATIONAL FLAG SOCIETY**

- 4). A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

### **PROMPT NOTICE**

- 5). Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

### **LAW AND PRACTICE**

- 6). This insurance is subject to English law and practice.

CL 354



## **INSTITUTE REPLACEMENT CLAUSE**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

**CL372**  
**01/12/2008**

## **LOADING AND UNLOADING CLAUSE**

The transit clause incorporated in the Institute Clauses is extended to include the subject-matter insured during loading and unloading.

Cover under this clause attaches at the time the goods are lifted from the ground or loading dock immediately adjacent to the conveyance, continues during the ordinary course of transit as per Institute Clauses herein and terminates once the goods have been lifted from the conveyance and placed on the ground immediately adjacent hereto.

Provided however that if the goods are not unloaded at the destination as per the duration clause of the Institute Clauses herein cover under this clause ceases. In order to recover under this clause the Insured must have an insurable interest in the subject-matter at the time of loss.

## **MAIL AND PARCEL POST/COURIER SERVICE CLAUSES – AIR**

1. It is hereby agreed that Clauses 5, 6 & 7 of the Institute Cargo Clauses (Air) or Airfreight Clause and Clauses 3, 4 & 5 of the Institute Strikes Clauses (Air Cargo) are deemed to be deleted. This insurance attaches from the time the subject-matter insured leaves the premises of the senders at the place named in the policy for the commencement of the transit and continues until the subject-matter insured is delivered to the address on the postal package(s) when this insurance shall terminate.
2. Warranted free from any claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package(s) and also for loss or damage resulting from any disposal by the Postal Authorities/Courier Services by reason of the subject-matter insured having become undeliverable to, or having been unaccepted by the addresses.
3. No claim for pilferage shall be paid if the package(s) be delivered to with seals intact.
4. Post Office/Courier Service Receipt for the Mail and/or Parcel will be required as proof in case of claim for nondelivery.
5. In case of loss, claim must be immediately filed against the Government (Postal Service)/Courier Service, and a copy thereof and the reply thereto must accompany any claim presented under this policy.

## **MAIL AND PARCEL POST/ COURIER SERVICE CLAUSES - INLAND TRANSIT**

1. Notwithstanding anything stated in the Inland Transit (All Risks) Clause or Inland Transport Clause of this Policy, this insurance attaches from the time the subject-matter insured leaves the premises of the senders at the place named in the policy for the commencement of the transit and continues until the subject-matter insured is delivered to the address on the postal package(s) when this insurance shall terminate.
2. Warranted free from any claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package(s) and also for loss or damage resulting from any disposal by the Postal Authorities/Courier Services by reason of the subject-matter insured having become undeliverable to, or having been unaccepted by the addresses.
3. No claim for pilferage shall be paid if the package(s) be delivered to with seals intact.
4. Post Office/Courier Service Receipt for the Mail and/or Parcel will be required as proof in case of claim for nondelivery.
5. In case of loss, claim must be immediately filed against the Government (Postal Service)/Courier Service, and a copy thereof and the reply thereto must accompany any claim presented under this policy.

## **MAIL AND PARCEL POST/COURIER SERVICE CLAUSE – SEA**

1. It is hereby agreed that Clauses 8, 9 & 10 of the Institute Cargo Clauses and Clauses 5, 6 & 7 of the Institute Strikes Clauses are deemed to be deleted. This insurance attaches from the time the subject-matter insured leaves the premises of the senders at the place named in the policy for the commencement of the transit and continues until the subject-matter insured is delivered to the address on the postal package(s) when this insurance shall terminate.
2. Warranted free from any claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package(s) and also for loss or damage resulting from any disposal by the Postal Authorities/Courier Services by reason of the subject-matter insured having become undeliverable to, or having been unaccepted by the addresses.
3. No claim for pilferage shall be paid if the package(s) be delivered to with seals intact.
4. Post Office/Courier Service Receipt for the Mail and/or Parcel Post will be required as proof in case of claim for non-delivery.
5. In case of loss, claim must be immediately filed against the Government (Postal Service)/Courier Service, and a copy thereof and the reply thereto must accompany any claim presented under this policy.

## **PORT DELAY CLAUSE**

Notwithstanding the provision of Clause 8 of the Institute Cargo Clauses, this insurance shall terminate on the expiry of 60 days from midnight on the day of arrival of the overseas vessel at the final port of discharge of the goods hereby insured if their discharge has not by then been completed. Thereafter subject to prompt notice being given to underwriters the goods shall be held covered for a period and at a premium to be arranged. The period of up to 60 days specified above or any extension thereof shall nevertheless terminate immediately upon completion of discharge overseas from the overseas vessel and continuation of cover shall thereupon be governed by the provisions of Clause 8 of the Institute Cargo Clauses or any amendments thereto.

Arrival shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth and/or place within the Harbour Authority area. If such a berth and/or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at/or off the intended discharge port to await a discharge berth.

## **REFRIGERATED CLAUSE (6 HOURS)**

It is specially understood and agreed that, whilst the interest is stowed in refrigeration chambers and/or refrigerated containers carried on board of the vessel and/or refrigerated lorry, this insurance is extended to cover all loss or damage caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or insulation for a period of at least 6 consecutive hours, provided always; -

That it is warranted by the Assured that the interest is in good condition at the commencement of the risk.

That no claim for loss and/or damage shall attach, unless, immediately on the first discovery of any loss and/or damage to or deterioration of any part of the interest hereby insured, notice shall have been given to the Underwriters, and arrangements made for survey and an amount of depreciation agreed to by them immediately on discharge and prior to the removal of the interest.

That claim shall be immediately filed in writing against the lorry or other carrier, a copy of which must accompany any claim presented under this insurance.

That the Underwriters to be credited with any compensation or allowance obtainable from the ship owner in respect of average attaching hereto.

That the value to be made good in the case of the interest condemned on or after arrival shall in no case exceed the sound market value, less usual charges, or the insured value, whichever may be the smaller.

That no adjustment charges shall be incurred unless with the written consent of the Underwriters or their Agents who shall not be liable for survey fees other than those of their own surveyors.

## **SECONDHAND REPLACEMENT CLAUSE**

In the event of claim for loss or damage to any part of the insured interest in consequence of a peril covered by the Policy the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of a new machine, plus additional charges for forwarding and refitting the new part or parts if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

**STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE**

(For use in conjunction with insurance of transit by road/rail from warehouse to warehouse with named perils or all risks coverage)

1. This Insurance covers loss of or damage to the property hereby insured caused by
  - (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
  - (b) persons acting maliciously
2. Warranted free of
  - (i) Loss or damage proximately caused by
    - (a) delay, inherent vice or nature of the property hereby insured,
    - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion;
  - (ii) loss or damage caused by hostilities warlike operations civil war or by revolution rebellion insurrection or civil strife arising therefrom
3. This insurance attaches from the time goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit including customary transshipment, if any, and terminates on delivery to the consignees' or other final warehouse or place of storage at the destination named in the policy or on the expiry of three days, whichever shall first occur.

The time limit referred to above to be reckoned from midnight of the day on which the vehicle arrives at the destination named in the policy.
4. It is a condition of this insurance that the insured shall act with reasonable despatch in all circumstances within their control.

**UNATTENDED VEHICLE CLAUSE**

The policy does not cover any loss or damage to the property insured by theft or pilferage or any attempt thereat whilst the conveyance is left unattended in any public place or is laid up or temporarily stored in any garage or similar premises unless the conveyance is securely locked at all points of entry and unless such loss or damage results from forcible and violent entry into the conveyance involving external and visible damage to the conveyance or container containing the property insured.