

## Product Disclosure Sheet

## Marine Cargo Insurance

(Please read this Product Disclosure Sheet before you decide to take out this insurance. Be sure to also read the general terms and conditions.)

### 1. What is this product about?

Marine Cargo insurance covers the transportation of goods from one place to another by sea, air or land against loss of or damage caused by a wide range of perils.

### 2. What are the covers/benefits provided?

Marine Cargo insurance covers the risks of loss of or damage to the goods insured during transportation.

The most commonly used clauses are:

#### **Institute Cargo Clauses (C)**

Coverage available:

- Fire or explosion
- Vessel or craft being stranded, grounded, sunk or capsized
- Overturning or derailment of land conveyance
- Collision or contact of vessel, craft or conveyance with any external object other than water
- Discharge of cargo at a port of distress
- General average sacrifice
- Jettison

#### **Institute Cargo Clauses (B)**

Coverage of Institute Cargo Clauses (C) above plus:

- Earthquake, volcanic eruption or lightning
- Washing overboard
- Entry of sea, lake or river water into vessel craft hold, conveyance, container or place of storage
- Total loss of any package lost overboard or dropped whilst loading onto, or unloading from, vessel or craft

#### **Institute Cargo Clauses (A)**

Coverage of Institute Cargo Clauses (B) above plus accidental damage unless excluded under the **Exclusion Clause**

#### **Extension**

War as provided in the Institute War Clauses (Cargo) and Strikes as provided in the Institute Strikes Clauses (Cargo) are extensions cover in conjunction with the same Shipment.

**Note:**

- The benefits payable under eligible Policy is (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)).**
- Please refer to the Policy Contract for the full product features and benefits.**

### 3. What is the Period of Cover and Renewal Option?

Vary depend on the cover mentioned in the quotation, for example Institute Cargo Clause 1/1/82 insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

On delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

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

On the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur

### 4. How much premium do I have to pay?

The total premium payable may vary depending on the description of the goods, method of packing, vessel used, claim experience, destination, amount insured and our underwriting requirement. The premium rate is applied to the insured goods value.

## 5. What are the fees and charges that I have to pay?

What you have to pay in addition to the premium	Amount
Stamp Duty	RM 10.00
Service Tax	6% and/or 8% of premium (#)

#The new service tax 8% is to be calculated on a pro-rated basis effective from 01 March 2024 onwards.

What is included in the premium	Amount
Commission to the insurance intermediary (if any)	Up to 15% of premium

Please refer to below computation of commission for illustration purpose only

Annual premium is RM300.00. Hence commission is 15% of RM300.00 which is RM45.00.

## 6. What are some of the key terms and conditions that I should be aware of?

### • Duty of Disclosure

#### **Consumer Insurance Contract**

Pursuant to Schedule 9 of the Financial Services Act 2013, you must take reasonable care to ensure that all your answers to the questions are to the best of your knowledge, full, complete, correct and honest. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

#### **Non-Consumer Insurance Contract**

Pursuant to Schedule 9 of the Financial Services Act 2013, if you are applying for this insurance for purposes of your trade, business or profession, you have a duty to disclose any matter you know to be relevant to our decision in accepting the risks and determining the rates and terms of your insurance. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

### • Change in Risk

You must disclose any changes to the material facts which you know or ought to know which could affect the risk profile from time to time, if you fail to do so, your Policy may be cancelled. You must ensure that the proposal form is completed accurately as it forms the basis of the insurance contract. You must inform us in writing on any material changes during the Policy period so that the necessary amendments are endorsed to your Policy.

### • Excess / Deductible

This is the amount you have to bear in the event of a claim occur (if applicable).

### • Premium Payment

Payment can be made by Cash, Cheque, Debit Card, Credit Card or Online Payment to Berjaya Sompo Insurance Berhad. Please keep a receipt of the premium paid as the proof of payment for future reference.

### • Sum Insured

Please ensure the limit of liability per conveyance is insured at an adequate amount at all times.

### • Claims

Upon happening of an accident which gives rise to a claim, you shall notify us in writing immediately.

**Note: This list is non-exhaustive. Please refer to the Policy Contract for the full list of terms and conditions.**

## 7. What are the major exclusions under this Policy?

This Policy does not cover:

- Loss damage or expense attributable to wilful misconduct of the Assured
- Ordinary leakage, loss in weight or volume, or ordinary wear and tear of the subject matter insured
- Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured
- Loss damage or expense caused by Inherent vice or nature of the subject matter insured
- Loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel, craft, container or conveyance for the safe carriage of the subject-matter insured
- Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- Loss damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel
- Deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
- Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- War & Strikes

**Note: This list is non-exhaustive. Please refer to the Policy Contract for the full list of exclusions.**

## 8. Can I cancel my Policy?

No. You are not allowed to cancel the Policy once the shipment's coverage has commenced

## 9. What do I need to do if there are changes to my contact/personal details?

It is important that you inform us of any changes in your contact/personal details to ensure that all correspondence reach you in a timely manner. You may inform our branch office or our Customer Service Centre.

**10. Where can I get further information?**

Should you require additional information about this insurance, please contact our branch office or Customer Service Centre at 03-2170 7300 during the operating hours from 8:30 am to 5:00 pm (Monday-Friday) or call our Toll Free number stated at the bottom of this page.

**11. Other similar types of General Insurance products available**

Goods in Transit

**IMPORTANT NOTE:**

YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the Policy Contract.

Berjaya Sompo Insurance Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 26 February 2024.