



## Policy

# Goods In Transit

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

**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.berjayasompo.com.my](http://www.berjayasompo.com.my)

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GIT0325

## IMPORTANT NOTICE

This is your Goods In Transit 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.berjayasompo.com.my](http://www.berjayasompo.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 Sompo 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,  
Bank Negara Malaysia,  
P.O. Box 10922,  
50929 Kuala Lumpur  
Tel : 1-300-88-5465 /03-2174 1717(overseas)  
Fax : 03-2174 1515  
eLINK : <https://bnmlink.bnm.gov.my/>

**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 Sampo 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.

**NOW THIS POLICY WITNESSES** that any physical loss or damage to the goods insured whilst being transported from one place to another place by land conveyance caused by perils insured under the policy during the period of insurance shall be covered. Cover commences from the time the goods insured leave the warehouse and continues during the ordinary course of transit and terminates upon delivery at final destination.

The company shall indemnify the insured and the compensation shall not exceed the Limit of Liability or the amount specified in the policy schedule.

**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 Sampo 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.

**NOW THIS POLICY WITNESSES** that any physical loss or damage to the goods insured whilst being transported from one place to another place by land conveyance caused by perils insured under the policy during the period of insurance shall be covered. Cover commences from the time the goods insured leave the warehouse and continues during the ordinary course of transit and terminates upon delivery at final destination.

The company shall indemnify the insured and the compensation shall not exceed the Limit of Liability or the amount specified in the policy schedule.

**EXCEPTIONS**

The Company shall not be liable in respect of:

1. 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
2. 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.
3. loss, destruction or damage of goods during packing process or processing risk.
4. 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.
5. 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.
6. loss or damage arising from infidelity or acts of dishonesty or fraud of any partners, directors or employees of the insured whether acting alone or in collusion with others.
7. 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
  - (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) In the event of theft/accident claims, 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 rateable 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 Insured may cancel this Policy at any time by giving notice in writing to the Insurer. Such notification shall become effective from the date the Insurer receives the notice or on the date specified in the notice, whichever is later. The Insurer will refund the pro-rated premium to the Insured for the unexpired Period of Insurance, provided no claims have been made under the Policy and subject to a minimum premium of RM100.00.

The Insurer may cancel this Policy by giving the Insured 14 days' notice in writing to the Insured's email address or address known to the Insurer, and refund the pro-rated premium to the Insured for the unexpired Period of Insurance.

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.

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

**COMMUNICABLE DISEASE EXCLUSION (CARGO) JC2020-011**

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

#### **PREMIUM WARRANTY (60 DAYS)**

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

#### **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 overside of the subject-matter insured from the oversea 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

**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.

**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 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 - 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.

## **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 or 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.

#### **U.S.A & CANADA ENDORSEMENT FOR THE INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/2023**

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.

USCAN B

29/01/04