



Marine Cargo Policy

We, ETIQA INSURANCE BERHAD, (hereinafter referred to as a Company), hereby agree, in consideration of the payment to us by or on behalf of the Assured of the Premium specified in the Schedule, to cover against loss damage or expense in the proportions and manner hereinafter provided.

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

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is covered by or would but for the existence of this certificate be covered by any fire or other insurance certificate or certificate except or certificate had this insurance not been effected.

Now this Certificate witnesseth that the Company take upon ourselves the burden of this insurance and promise and bind ourselves to the assured for the true performance and fulfilment of the contract contained in this Certificate.

In witness whereof this Certificate has been signed on the Certificate schedule on behalf of the Company.

Instructions for Survey

In the event of loss of 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 the Company's Agent at port of discharge or, if the Company has no Agent, from the nearest Lloyd's Agent.

IMPORTANT

Procedure In The Event Of Loss Or Damage For Which Underwriters May Be Liable

Claims Notification

In the event of loss or damage for which the Company may be liable under this Certificate immediate notice must be given to the Survey agent stated in the Schedule.

Liability of Carriers, Bailees Or Other Third Parties

It is the duty of the Assured 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, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required :

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages
2. In no circumstances, except under written protest, to give 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 is delivered damaged 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 Bailees' Representatives if any loss or damage be apparent and claim on the Carrier's or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees 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 Regulation of the Port Authorities at the port of discharge

Documentation of Claims

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

1. Original Policy of Insurance
2. Original or certified copy of shipping invoices, 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 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

The following Warranties/Clauses/Endorsements only apply if specified in the schedule

Cargo ISM Endorsement (JC98/019) 1/5/98

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 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 500gt or more.

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

Duty Clause

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average; also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liabilities shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

Inland Transit (All Risks) Clause

Warranted held covered against All Risks of loss and/or damage irrespective of percentage whilst in transit by road and/or rail and/or river, canal or inland waterway including transit by craft and/or ferry across the Straits of Johor or from Island of Penang to the Mainland.

Risk to commence from the time of despatch from the Insured's warehouse and/or store and/or premises at the place named in the policy for the commencement of the transit and to expire on delivery to the consignees premises at the destination named in the policy or after seven days from the time of arrival of the conveyance at destination, whichever, may first occur.

Excluding

1. Loss, damage or expense caused by or arising out of inherent vice or the nature of the property Insured or from loss of market.
2. Loss or damage arising out of mechanical derangement unless caused by the collision and/or overturning and/or derailment and/or stranding and/or burning and/or sinking of the conveyance.
3. Loss or damage arising as the consequence of hostilities or warlike operations (whether there be a declaration of war or not), civil war, revolution, rebellion, insurrection, civil strike arising there from, or piracy.
4. Loss or damage caused by strikers, locked out workmen or persons taking part in labour disturbances riots or civil commotions.

Warranted free from liability for loss of or damage to goods whilst in the custody or care of any carrier or other bailee who may be liable for such loss or damage but only to the extent of such carrier's or bailee's liability.

Warranted no liability for loss or damage arising out of theft, pilferage or non-delivery to attach hereto unless notice of survey has been given to the company's agents within ten days of the expiry of risk under the policy.

Inland Transport Clause

This insurance is against 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 the 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 damaged 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.

Underwriters 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.

Institute Replacement Clause 1/1/34

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

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

Label Clause

Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise

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 attached 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 period of the Institute Clauses herein cover under this clause ceases. In order to recover under this clause the assured must have an insurable interest in the subject-matter at the time of loss.

Mail and Parcel Post/Courier Service Clause

1. It is hereby agreed that Clauses 5, 6 & 7 of the Institute Cargo Clauses (Air) 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 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.

On Deck Clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that, in the event of the interest hereby insured or part thereof being carried on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, the condition on such deckload shall be subject to Institute Cargo Clauses (C) including washing overboard as from the commencement of this insurance.

Pair and Set Clause

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair not more than a proportionate part of the insured value of the pair or set.

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 the 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 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.

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

Subject otherwise to the terms and conditions of this policy.

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 exceeds the insured value of the complete machine.

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 overside of the goods hereby insured from the oversea 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.

Unattended Vehicle Clause

The policy does not cover any loss or damage to the property insured by theft or pilfer 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.

Co-Insurance and Leader Clause

It is hereby declared and agreed notwithstanding anything contained in the within Policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the Companies specified in the Policy Schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-insurer, is authorised to sign the Policy/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned insurance companies/takaful operators had issued a separate certificate/policy for its individual proportion of the sum insured.

Date Recognition Clause

It is noted and agreed that this policy is 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 or, or arising from, the failure or inability of any computer, data processing equipment media microchip, operating system, 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. correctly recognize any date as its true calendar date;
2. capture, save, or 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 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 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 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.

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, program, 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, 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).

Deferred Unpacking Clause

1. Any loss of or damage to the goods hereby insured which cannot be found from the external appearance of the original package shall be reported to this Company's Agents for survey as soon as it is found upon unpacking the package but not later than **(number of days stated in the schedule)** after discharge of the goods from the overseas vessel at the port of destination named in this policy. In no case shall this Company be liable to pay any loss or damage reported to this Company's Agents after the expiry of the said than **(number of days stated in the schedule)** nor any loss or damage occurring after the expiry of the cover under this policy.

2. In case of Non-Delivery of an entire package or original outer packing being found broken at the time of the delivery of the goods to the Consignee's or Customer's warehouse, the assured should take steps against responsible carriers or bailees in accordance with the "IMPORTANT" Clause incorporated in this policy.

Further, in case of the latter damage, the Assured should immediately give notice to this Company's Agents for survey of the contents of the broken packages.

Hijacking Clause

Subject otherwise to the terms and conditions of the policy it is hereby agreed that the policy shall be deemed to include Hi-Jacking of the goods or merchandise insured.

Definition: Hi-jacking means unlawful seizure or wrongful exercise of control of a conveyance in which the goods or merchandise are being transported.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JC2010/014

11 August 2010

Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Insured who is not satisfied with the decision of the senior management of an Takaful Operator, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Takaful Operator and the Certificate number.

Copies of the correspondence between the Insured and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

If the Mediator makes an award against an Takaful Operator, the Insured is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator can be informed of the Insured decision.

There is no appeal procedure within the FMB. If the Insured does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

Financial Mediation Bureau (FMB)
Level 25, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Telephone Number: 03 2272 2811
Facsimile Number: 03 2272 1577
E-mail: enquiry@fmb.org.my
Website: www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

Any Insured or claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, giving details of the complaint, the name of Takaful Operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Insured or the Claimant and the Takaful Operator may also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director
Jabatan LINK dan Pejabat Wilayah Bank Negara Malaysia
P. O. Box 10922 50929 Kuala Lumpur
Telephone Number: 1 300 88 5465
Facsimile Number: 03 2174 1515 E-mail: bnmtelelink@bnm.gov.my

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly. The address is:

Head, Customer Service
Level 4, Tower C, Dataran Maybank No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Facsimile Number: 03 2785 3093 E-mail: cmu@etiqa.com.my
www.etiqa.com.my

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