



TOKIO MARINE
INSURANCE GROUP

Fact Sheet

Marine Cargo Insurance

This policy provides coverage for loss of or damage to the goods transit by sea, air and land as provided in the Institute Cargo Clause (A), (B) or (C) 1.1.82 and 1.1.09.

There are three main types of cover to protect your goods.

a) Institute Cargo Clauses (A) 1.1.82 / 1.1.09

This is the widest form of cover. This policy covers all risk of loss of or damage to the goods in the Institute Cargo Clauses (A) except as provided in the exclusions.

b) Institute Cargo Clauses (B) 1.1.82 / 1.1.09

This policy covers against loss of or damage to the goods attributable to or caused by in the Institute Cargo Clauses (B):

- 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 port of distress,
- earthquake volcanic eruption or lightning
- general average sacrifice
- jettison
- washing overboard
- general average and salvage charges
- entry of sea, lake or river water into the vessel craft hold conveyance container liftvan or place of storage
- total loss of any package lost overboard or dropped whilst loading on to, or unloading from vessel or craft

c) Institute Cargo Clauses (C) 1.1.82 / 1.1.09

This policy covers against loss of or damage to the goods attributable to or caused by in the Institute Cargo Clauses (C):

- 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 port of distress
- general average sacrifice
- jettison
- general average and salvage charges

Extensions

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.

Duration of Cover

a) Institute Cargo Clauses 1.1.82

The cover commences when the goods leaves the warehouse or at the place of storage named in the policy for the commencement of transit continues during the ordinary course of transit and terminates either:

- on delivery to the Consignee or final warehouse or place of storage at destination named in the policy
 - on delivery to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either
 - for storage other than in the ordinary course of transit or
 - for allocation or distribution
 - on 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.

b) Institute Cargo Clauses 1.1.09

The cover commences when the goods is first moved in the warehouse or at the place of storage named in the policy for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit and continues during the ordinary course of transit and terminates either:

- 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 policy
- 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 policy 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
- when the Assured or their employees elect to use any carrying vehicle or other conveyance of any contained for storage other than in the ordinary course of transit or
- on expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge
whichever shall first occur.

Main Exclusions

a) Institute Cargo Clauses (A), (B) or (C) 1.1.82

This policy does not cover certain losses such as:

- Loss damage or expense attributable to willful misconduct of the assured
- Loss damage or expense caused by inherent vice or nature of the subject matter insured
- Ordinary leakage, ordinary loss in weight or volume or ordinary wear & tear of the subject matter insured
- Loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
- Loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein.
- The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured ("packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance by the Assured or their servants)
- Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
- Loss damage or expense arising from the use of any weapon of war or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- War and Strikes (this is normally included by way of the Institute War & Strikes Clause subject to additional premium).

b) Institute Cargo Clauses (A), (B) or (C) 1.1.09

This policy does not cover certain losses such as:

- Loss damage or expense attributable to willful misconduct of the assured.
- Loss damage or expense caused by Inherent vice or nature of the subject matter insured.
- Ordinary leakage, ordinary loss in weight or volume or ordinary wear & tear of the subject matter insured
- Loss damage or expense caused by insolvency or financial default of owners managers charterers or operators of the vessel where at the time of loading of the subject matter insured on board the vessel, the Assured are aware or in the ordinary course of business should be aware that such insolvency or financial default could prevent the normal prosecution of the voyage.
- This exclusion does not apply where the contract of 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.
- Loss damage or expense arising from:
 - i) unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured and where the Assured are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein.
 - ii) unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

Exclusion (i) shall not apply where the contract of 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.
- The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
- Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is

carried out by the Assured or their employees or prior to the attachment of this insurance (“packing shall deemed to include stowage in a container and “employees” shall not include independent contractors)

- Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
- 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 and Strikes (this is normally included by way of the Institute War & Strikes Clause subject to additional premium).

Excess

This policy may be subject to an excess. An excess is the amount which you will have to pay when you make a claim under your policy. Any excess which may apply to your policy will be deducted from any payments we make on your claim. Please check your policy schedule for full details of the excess.

PLEASE CHECK FOR THE DETAILS OF THE COVERAGE EXCLUSIONS WARRANTIES AND EXTENSION IN THE POLICY OR WITH OUR INTERMEDIARY OR WITH US.

Coinsurance

If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion thereof.

Insured Value/Sum Insured

You should insure your goods based on the prime cost of the goods or merchandise plus the expenses of and incidental to shipping, the freight for which are liable and the charges of insurance. Provided always that the liability of the Company shall not exceed the sum insured stipulated in the policy.

If the goods are used, you must ensure that the insured value is based on the current market value or written book value of the goods. The term market value shall mean the value of the goods insured under the policy at the time of damage or loss less due allowance for wear and tear and/or depreciation. In the event of loss to the goods insured under the policy, the limit of indemnity of the Company shall be the insured value or the market value of the insured goods, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the policy.

Payment of Premium

- Premium must be made to our intermediary or direct to us within 60 days from the inception of this Policy.
- Payment can be made by cash, credit card or cheques (cheques should be made in favor of Tokio Marine Insurans (Malaysia) Berhad
- Insist on a receipt for the premium paid.
- Contact us if you have not received your insurance policy after one month of purchase.

Policy Cancellation

There is no cancellation condition provided in the Policy.

WHAT YOU SHOULD DO In The Event Of Loss/Damage

Notification of Claim

- You must notify us in writing with full details of the incident/accident as soon as possible. Early notification is required to avoid any prejudice to your claim. If theft and/or injury to third party, make a police report immediately.

Duty of the Insured in Mitigating Loss

- You must take the necessary reasonable measures to mitigate further loss/ worsening of the situation. If temporary repairs are required to stop further damage, you should ensure that these are carried out immediately and the bills for the works done should be kept as part of your claim. If the repairs required are of a permanent nature, you should obtain estimates of the repairs required and send them to us or our surveyors/adjusters for verification/ approval.

Submission of Claim

- You must submit your claim with all supporting information and documents as requested to us and give full cooperation to the surveyors / adjusters appointed by us in assessing your claim.

HOW TO LODGE A Complaint And Redress Avenues Available



Write to either :

1. the Integrated Contact Centre of Bank Negara Malaysia via bnmtelelink@bnm.gov.my; or
2. the insurance mediator of the Ombudsman for Financial Services.

Alternatively, you could walk in to lodge a complaint at BNMLINK (please refer to www.bnm.gov.my/bnmlink/index.htm) or you could take your case to court.

For more information about Tokio Marine and our products and services, please log on to our website www.tokiomarine.com.

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