



Product Disclosure Sheet

Marine Cargo Insurance

Read this Product Disclosure Sheet before you decide to take up the Marine Cargo Insurance. Be sure to also read the general terms and conditions.

IMPORTANT NOTICE

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's [TIPS Brochure](#) or contact [Tokio Marine Insurans \(Malaysia\) Berhad](#) or [PIDM](#) (visit www.pidm.gov.my).

1. What is this product about?

This policy provides you with coverage for loss of or damage to the goods as provided in the Institute Cargo Clause (A), (B) or (C) 1.1.82 and 1.1.09. You may insure your goods by choosing either one of the below coverage subject to our Company's approval.

2. What are the covers / benefits provided?

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

d) You may extend coverage to the following risks by paying additional premium rate.

- War as provided in the Institute War Clauses (Cargo)
- Strikes as provided in the Institute Strikes Clauses (Cargo)

e) Duration of Cover

i) 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 overseide of the goods hereby insured from the oversea vessel at the final port of discharge

whichever shall first occur.

ii) 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 container for storage other than in the ordinary course of transit or
- on expiry of 60 days after completion of discharge overseide of the subject-matter insured from the oversea vessel at the final port of discharge.

Whichever shall first occur.

You need to buy insurance for each & every transit separately.

3. How much premium do I have to pay?

The premium that you have to pay may vary depending on the coverage, terms and conditions:

Insurance cover selected : ICC _____(dd/mm/yy) Premium : RM _____
 Sum insured : RM _____ Additional cover : RM _____
 Rate applicable : _____% The estimated premium that you have to pay is : RM _____

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

- Service Tax : 8%
- Stamp duty : RM10.00
- Commissions paid to the insurance intermediaries (if any) : 15% of premium or RM _____

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

Importance of Disclosure (for Individual purchase unrelated to trade, business or profession)

- Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this insurance). You must answer the questions fully and accurately.
- Failure to take reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.
- The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.
- In addition to answering the questions in the Proposal Form (or when you apply for this insurance), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.
- You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

Importance of Disclosure (for purchase related to trade, business or profession)

- Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.
- The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.
- You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.
- You must ensure that your goods are insured based on the prime cost of the goods or merchandise plus the expenses of and incidental to shipping, the freight for which you are liable, and the charges of insurance. Otherwise you are advised to provide the Invoice showing the description of your goods and values insured.
- Please advise if goods insured is used/second-hand. Otherwise it is understood that the goods insured is new.
- You must inform us if the goods insured is shipped on deck and not put in containers. Otherwise it is understood that the goods are shipped under deck.
- If the goods insured is household goods & personal effects, you are advised to provide the Inventory list showing the breakdown values and items insured.
- The excess (if any) that is the amount of loss you have to bear if your goods are loss or damage: RM _____

6. What are the major exclusions under this policy?

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 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 weapon of war 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).

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-mater 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).

Note: This list is non-exhaustive. Please refer to the policy contract for the full list of exclusions under this policy.

7. Can I cancel my policy?

There is no cancellation conditions provided in the Policy.

8. What do I need to do if there are changes to my contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner. You can provide your updated details via our authorised agents, branch office or our customer service.

9. Where can I get further information?

Should you require additional information about our Marine Cargo insurance or any other types of insurance product, you can contact us or any of our branches or your insurance intermediary or visit our website at www.tokiomarine.com

Tokio Marine Insurans (Malaysia) Berhad
Level 20, Menara Hap Seng 3,
Plaza Hap Seng, No. 1, Jalan P. Ramlee,
50250 Kuala Lumpur.

Customer Service Hotline: 1800 88 0812
Email: letusknow@tokiomarine.com.my

IMPORTANT NOTE

You should satisfy yourself that this policy will best serve your needs. You should read and understand the insurance policy and discuss with your insurance intermediary or contact us directly for more information.

The information provided in this disclosure sheet is valid as at 01/03/2024

Tokio Marine Insurans (Malaysia) Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.