

GOODS IN TRANSIT POLICY

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 **Liberty General 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.

The Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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 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.

WHEREAS the Insured by an application and declaration which are duly incorporated herein has applied to the Company for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance the Property whilst in or on or being loaded on unloaded from any road vehicle or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyance within the Territorial Limit shall be lost destroyed or damage by FIRE THEFT or ACCIDENTAL MEANS then the Company shall indemnify the Insured in respect of such loss destruction or damage but not exceeding the Limit of Liability.

The Insured shall bear first the amount in respect of each and every claim resulting from the Insured risk or risks in respect of which an Excess may be stated in the Schedule.

PART 1 - GENERAL EXCLUSIONS

The Policy does not cover:

- A) loss or destruction of or damage to
 - i. bills, bank notes, cheques, deeds, letters of credit, securities, stamps, computers, watches, handphones, goods at Retail Premises, tobacco, liquor, cigarettes or other similar valuable documents, manuscripts, drawings, paintings, works of art, jewellery, precious stones, silver, gold or items made therefrom unless specifically and separately insured.
 - ii. China glass earthenware picture scientific instruments statuary marble or plasterwork unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling on to the conveyance.
 - iii. Livestock and explosive goods of a dangerous nature.
- B) loss destruction damage or exposure caused by arising from
 - i. Loss damage or expense attributable to wilful misconduct of the Assured.
 - ii. Mechanical, electrical or electronic breakdown or derangement unless caused by violent, external, accidental and visible means allowed by this Policy.
 - iii. Rust, oxidation, discolouration, ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear, inherent vice, delay, loss of market or consequential loss of any description even if such losses are caused by or result from an insured peril.
 - iv. Loss or damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this exclusion "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants).
 - v. Expropriation which means the lawful seizure, confiscation, nationalization or requisition of the Insured Goods.
 - vi. Frustration of the transit.
 - vii. Hijacking.
 - viii. Vehicle left unattended unless fulfill the conditions set by Unattended Vehicle Clause. (refer to special clauses)
 - ix. Loss of damage due to the dishonesty of any employee or servant of the Insured.

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P.O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

Tel: 1 800 88 6333 **Email:** customer@amassurance.com.my **Website:** www.amassurance.com.my
(Service Tax Registration No.: B16-1808-31015443)

- x. Strike, locked-out, labour disturbance, riot or civil commotion, terrorist or any person acting from a political motive.
- xi. Loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- xii. Any consequence of war or warlike activities which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power and looting, sacking or pillage following any of these.
- xiii. Loss damage or expenses proximately caused by delay.

PART 2 - GENERAL CONDITIONS

1. Duty of Assured

The extent of the Company's liability is conditional upon

- a) The notification as soon as possible by the Insured to the Company of any change materially varying any of the facts or circumstances existing at the commencement of this Policy.
- b) The insured taking all reasonable precautions to prevent loss or destruction of or damage to the Insured Goods.

2. Transit

The Insured Goods shall be deemed to be in transit during loading (from the time of lifting from the ground or loading dock immediately adjacent to the conveyance and until placed directly thereon for the commencement of transit) at the place where the transit commences, while on or off the conveyance during the ordinary course of transit and during unloading (from the time of lifting from the conveyance until place directly onto the ground or loading dock immediately adjacent thereto) at destination.

3. Claims Procedure

- a) As soon as possible after the happening of any event which may give rise to a claim under this Policy the Insured must:
 - i) take all reasonable steps to prevent any further loss or damage and to make sure all rights against third parties who may be responsible for the loss or damage or properly preserved and exercised.
 - ii) if the event involves a vehicle owned and/or operated by the Insured (and the Policy has been extended, by notation in the Schedule, to include Insured Goods in such vehicles) advise the nearest Policy Station in case of theft or damage arising from an accident involving another vehicle and obtain a written Police report if so requested by the Company.
 - iii) notify Company and send full particulars of the claim in writing to the Company within 30 days.
 - iv) provide the Company with details of any other insurances in respect of the Insured goods.
- b) The Insured must not authorize repairs of any Insured Goods without the consent of the Company.
- c) The Company have the option of settling claims recoverable under this Policy by payment, repair reinstatement or replacement.

4. Premium Adjustment

As the deposit premium herein is based on estimated figures which the Insured has provided the Insured must within one month from the expiry of each Period of Insurance advise the Company of the actual figures for the period. For this purpose the Insured is required to keep accurate records of such figures and to provide the Company on request with an audited copy of these records. The premium for each period will be calculated by the Company on receipt of advise of the actual figures and the difference between this premium and the deposit premium will be paid by.

5. Other Insurance

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.

6. Arbitration

All differences arising out of this Policy shall 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 one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. Cancellation

- a) Method of cancellation
 - i. The Insured may cancel this Policy at any time by notifying the Company in writing.
 - ii. The Company may cancel this Policy at any time by giving 14 days notice in writing to the Insured of the date from which the cancellation is to take effect. Such notification may be delivered personally or posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing will be sufficient proof of notification.
- b) Effect of cancellation

Cancellation shall not apply to any transit of the Insured Goods which have already commenced in terms of the Transit Condition of this Policy before the cancellation becomes effective.

8. Condition Precedent

The Insured shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and which affects the liability of the Company to make any payment under this Policy.

9. Misrepresentation/Fraud

This policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Policyholder and/or the Insured Person, which the Policyholder and/or Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without intention to defraud the Company.

10. The Contract

Subject to the Alterations permitted hereunder, this Policy together with the attached schedules, the Policyholder's/Insured Person's Proposal Form (unless the same is waived) (as the case may be) constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract. No agent or broker is authorized to modify this Policy, to accept premiums in arrears, to extend the due date of any premium, to waive any of the Company's rights or requirements, to bind the Company by making any promise or by accepting any representation or information in respect of this Policy. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement hereto, or by amendment hereto assigned by the Company.

SPECIAL CLAUSES TO BE INCORPORATED

Unattended Vehicle Clause

Theft of Insured Goods from any vehicle owned and/or operated by the Insured is covered by this Policy while the vehicle is left unattended only if

- (a) theft follows forcible entry into fully enclosed vehicle or carrying compartment or is consequent on theft of the vehicle itself and;
- (b) all doors, windows and openings of the vehicle or carrying compartment were secured and locked at the time of the theft and vehicle must be alarmed and;
- (c) if the theft occurred between the hours of 9.00 pm and 6.00 am the vehicle was housed on securely locked premises. However, this proviso will not apply if the vehicle was necessarily left temporarily unattended during these hours for the purpose of any actual unloading and loading of goods.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion Clause – 10 Nov 2003

This Clause shall be paramount and shall override anything contained in this Contract inconsistent therewith

1. In no case shall this Contract 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.

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 overseas 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.

PREMIUM WARRANTY

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 authorized agent of the Company, the payment shall be deemed to be received by the Company for the purpose of this warranty and the 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 Company.

Subject otherwise to the terms and conditions of this Policy.

IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or to approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

(a) Complaints Management Unit

Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre,
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damansara, Pusat Bandar Damansara,
50490 Kuala Lumpur.
Telephone: 1 800 88 6333
Email: customer@amassurance.com.my

(b) Financial Markets Ombudsman Service (FMOS)

(formerly known as Ombudsman for Financial Services)
Company No.: 200401025885
General Line: +603 2272 2811
Address: Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Website: www.fmos.org.my

(c) BNMLINK

Bank Negara Malaysia
4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).