

GOODS IN TRANSIT INSURANCE 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 (formerly known as AmGeneral 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 the said conveyances in or on any road vehicle or train within the Territorial Limits shall be lost destroyed or damaged 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 involuntary leaving the road, breakdown of bridges and consequent damage to the conveyance or vehicle and the interest insured thereby, then the Company shall indemnify the Insured in respect of such loss destruction or damage but not exceeding the Limits of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Insured in respect of such transit.

PROVIDED that if the total value of the Property in transit exceeds the Limits of Liability or the amount declared in respect of each transit then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

EXCEPTIONS

This Policy does not cover

- (a) any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike and civil commotion
- (b) loss or damage due to delay loss of market depreciation, deterioration from moth vermin insects damp mildew rust or wear and tear
- (c) loss or damage due to the dishonesty of any employee or servant of the Insured or to theft or attempt threat by any such employee or servant.

EXCLUSIONS

This insurance does not cover loss of or destruction of or damage unless otherwise stated.

1. To livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, radios, televisions, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash, bank notes, stamps, deeds, bonds, securities, bills of exchange, documents, manuscripts or plans.
2. To china glass, earthenware, pictures, scientific instruments, statuary marble or plaster work, unless caused by fire, theft or an accident to the conveyance or an object falling on to the conveyance.
3. To any liquid, gas or goods from containers by leakage or spilling unless caused by fire or by an accident to the conveyance or by an object falling on to the conveyance.
4. Caused by weather, atmospheric conditions, inherent vice, wear and tear, vermin, defective packing, hooks, delay, loss of market, depreciation, deterioration or consequential loss of any kind.

Liberty General Insurance Berhad 197801007153 (44191-P)
Formerly known as AmGeneral Insurance Berhad

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P.O. Box 6120 Pudu, 55916 Kuala Lumpur.

Tel: +603 2268 3333 **Fax:** +603 2268 2222 **Website:** www.kurnia.com
(Service Tax Registration No.: B16-1808-31015443)

5. Whilst the property is temporarily housed in the course of transit for the purpose of storage, making up, packing or processing.
6. 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, civil commotion.
7. Occasioned by or happening through confiscation, nationalisation, detention, requisition or wilful destruction by any government, public, municipal, local or customs authority.
8. Any loss of or damage to the goods caused by Theft, Pilferage and Non Delivery (TPND) caused by any employee of the Insured as accessory.
9. Directly or indirectly caused by or contributed to by or arising from nuclear weapons material, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any consequential loss.
10. Arising from hijacking.
11. Loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.
Cheating is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, any which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."
12. Loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.
CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust"."
13. Arising from loading and unloading.
14. Caused by the wilful misconduct or gross negligence of the person effecting the insurance or the Insured.
15. Arising out of mechanical derangement unless caused by the collision and/or overturning and/or burning of the conveyance.
16. Any loss or expenses whatsoever resulting or arising therefrom any consequential loss.

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 specific 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 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.

For property carried on any vehicle or trailer owned or operated by the Insured, 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 and as soon as possible and in any event within thirty days of such notice deliver to the Company a statement in writing with all particulars and details, reasonably practicable of the property affected and the value thereof excluding profit of any kind of the loss destruction or damage. The Company shall be under no liability for any such loss or damage occurring in connection with such event.
 - (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) Give immediate notice to the police in the event of theft of property.

In no case shall the Company be liable for any loss or damage not notified to the Company within 30 days after the event.

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 or 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. This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured/Insured Person, which the Insured/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 in determining if the risk should be accepted, with or without the intention to defraud the Company.
7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending 14 days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium from the unexpired period of insurance from the date of cancellation.
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 person 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. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured other than by endorsement hereon declare the Insurance to be continued.
11. In the case of the sum hereunder in respect of any article or articles being less than the present day market value at the destination, then in the event of loss or damage, the amount recoverable by the insured inclusive of reconditioning charges and replacement costs, shall be in every case only such proportion as the sum insured bears to the market value at the destination.
12. Where an insured item consists of articles in a pair or set, the insured shall not be entitled to recover more than the proportionate insured value of the particular part(s) which may be lost or damaged.
13. This insurance shall cease to be in force immediately upon the happening of any loss or damage to the property insured carried by/or conveyed by that specifically mentioned vehicle stated in the policy.

This condition is applicable only where coverage is on a per vehicle basis.

14. 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.
15. The Indemnity expressed in this Policy shall not apply to or include:-
 - (a) Compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia
 - (b) Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.
16. 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, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so 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.
17. 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 payment under this Policy.
18. Subject to the Alterations permitted hereunder, this Policy together with the attached schedules, the Policyholder's/Insured Person's 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.

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 providing 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.

ENDORSEMENTS VARIATIONS AND EXTENSIONS (Not included in the policy unless specified in the Schedule)

C117 – 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 overseaside 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 terminations as provided for above, cover will reattach, 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.

C119 – INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (10/11/2003)

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 purpose
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

C019 – ALL RISKS COVER

This policy provides coverage against All Risks of loss or damage to the subject matter insured whilst in transit by road, rail, river or inland waterway including transit by craft or ferry.

The coverage commence from the time of dispatch from any place of storage to expire on delivery at the Consignees' premise.

Subject otherwise to the terms, exceptions and conditions of the Policy.

C021 – SPECIAL CONDITION FOR DECLARATION POLICY

1. This insurance is arranged on declaration basis and the premium is based on the value of goods carried to be declared by the Insured on monthly basis, at an agreed rate.
2. The insured undertakes to declare to the Company within 14 days after the end of the previous month the value of goods of each carrying on each day of the month.
3. If the amount declared for any carrying is more than the sum insured, premium will charged only on the sum insured as the Company is not liable for any amount beyond the sum insured.
4. If after the occurrence of a loss, it is found that the amount declared in any month is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduce in such proportion as the amount declared bears to the amount that ought to have been declared for that month.

Subject otherwise to the terms, exceptions and conditions of the Policy.

C022 – LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against damage to property arising out of and in the course of loading and unloading operations from a stationary vehicle including delivery or collection of the load from or on to the vehicle.

Subject otherwise to the terms, exceptions and conditions of the Policy.

C062 – LOSS NOTIFICATION CLAUSE – 30 DAYS

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions on the part of insured in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this policy. Provided always that such notification is given as soon as practicable upon such occurrence coming to the knowledge of the insured.

Subject otherwise to the terms, exceptions and conditions of the 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 Complaint Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services 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 Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel : +603-2268 3333 or 1 800 88 3833
Fax : +603-2268 2222
Email: customer@kurnia.com

(b) Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel : +603-2272 2811
Fax : +603-2272 1577

(c) BNMLINK (Laman Informasi Nasihat dan Khidmat)

Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: +603-2698 8044 (General Line) / 1300 88 5465 (BNMLINK)
Fax : +603-2174 1515
eLink : bnmlink.gov.my
email address : bnmlink@gov.my
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).