

MARINE CARGO POLICY

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 The Pacific Insurance Berhad or PIDM (visit www.pidm.gov.my).

Manfaat-manfaat yang dibayar di bawah sijil/polisi/produk yang layak adalah dilindungi oleh PIDM sehingga had perlindungan. Sila rujuk Brosur Sistem Perlindungan Manfaat Takaful dan Insurans PIDM atau hubungi The Pacific Insurance Berhad atau PIDM (layari www.pidm.gov.my).

INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.

BRANCH NETWORK / RANGKAIAN CAWANGAN

The Pacific Insurance Berhad

Co. Reg (New) 198201011878 (Old: 91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)

Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my

Website: www.pacificinsurance.com.my

NORTHERN REGION KAWASAN UTARA

Alor Setar

No 15, Ground & First Floor,
Kompleks Perniagaan Long
Island Trade Centre,
Seberang Jalan Putra, Mergong,
05150 Alor Setar, Kedah
Tel : 04 - 732 4377
Fax : 04 - 731 5869

Penang

A-3-7 & 8, Vantage Desiran
Tanjung
10470 Tanjung Tokong,
Penang
Tel : 04 - 893 1757
Fax : 04 - 893 1077

Ipoh

No 12 & 12A, Persiaran
Greentown 1,
Pusat Perdagangan Greentown,
30450 Ipoh, Perak.
Tel : 05 - 241 9933
Fax : 05 - 241 9393

Taiping

31 Jalan Medan Taiping 2
Medan Taiping
34000 Taiping, Perak
Tel : 05 - 806 3388
Fax : 05 - 806 2666

CENTRAL REGION KAWASAN TENGAH

Petaling Jaya

Wisma MCIS, Level B1 & Level 3A
Tower 2, Jalan Barat,
46200 Petaling Jaya,
Selangor.
Tel : 03 - 7453 8222
Fax : 03 - 7453 8221

Klang

No. 42, Pelangi Avenue,
Jalan Kelicap 42A/KU1,
41050 Klang, Selangor.
Tel : 03 - 3341 0115
Fax : 03 - 3341 0103

EAST COAST PANTAI TIMUR

Kuantan

Ground Floor,
B36 Lorong Tun Ismail 11,
Jalan Tun Ismail 1,
25000 Kuantan, Pahang
Tel : 09 - 514 2882
Fax : 09 - 514 2953

SOUTHERN REGION KAWASAN SELATAN

Seremban

Lot 2, Jalan Era Square 2,
Era Square,
70200 Seremban, Negeri Sembilan.
Tel : 06-767 5066
Fax : 06-767 5068

Melaka

Lot 20,
Jalan Kota Laksamana 3/14,
Pangsapuri Kota Laksamana,
75200 Melaka
Tel : 06 - 288 8710
Fax : 06 - 288 8721

Johor Bahru

G-01-07, Komersial Southkey Mozek,
Persiaran Southkey 1, Kota Southkey,
80150 Johor Bahru, Johor.
Tel : 07 - 338 3365
Fax : 07 - 336 4441

EAST MALAYSIA MALAYSIA TIMUR

Kota Kinabalu

Unit B-0-5, Ground Floor,
Blok B, Karamunsing Capital,
88300, Kota Kinabalu, Sabah
Tel : 088 - 233 292
Fax : 088 - 232 195

Kuching

C149 & C249, Ground Floor & First Floor,
L2116, 4422, 7029 & 7030,
Jalan Pending, Icom Square Block C,
93450 Kuching, Sarawak.
Tel : 082 - 552 421
Fax : 082 - 552 402

IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

COMPLAINTS PROCEDURES

Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Fax: +603-2633 8998
E-mail: customerservice@pacificinsurance.com.my

Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Laman Informasi Nasihat dan Khidmat (BNMLINK)
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465
Fax: +603-2174 1515
Web Form: bnm.gov.my/BNMLINK
- (b) Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Website: www.fmos.org.my

NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendoursan atau perubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang pengubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera di belakang) untuk melayan keperluan anda.

TATACARA ADUAN

Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari laman sesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Faks: +603-2633 8998
Emel: customerservice@pacificinsurance.com.my

Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan.

Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Laman Informasi Nasihat dan Khidmat (BNMLINK)
Bank Negara Malaysia
Tingkat 4, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465
Faks: +603-2174 1515
Borang Sesawang: bnm.gov.my/BNMLINK
- (b) Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)
(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Laman Sesawang: www.fmos.org.my

MARINE POLICY

WE HEREBY AGREE in consideration of the payment to us by or on behalf of the Assured of the Premium specified herein, to insure against loss damage liability or expense in the manner hereinafter provided.

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.

This Insurance is subject to Malaysia jurisdiction.

Claims payable by the Settlement Agent stated in the Schedule.

Notwithstanding anything contained herein to the contrary, the liability under this Policy in respect of any destruction of or damage to the subject matter of this Policy shall not exceed its rateable proportion having regard to other Insurances, whether Marine or Fire and whether or not such other insurance are exempted from contributing either by the existence of this Policy or any other.

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

CLAIMS NOTIFICATION

In the event of loss of or damage for which the Company may be liable under this Policy 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 minimizing 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 clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Containers and its seals are examined immediately by the responsible official.

If the Container is delivered damaged or with seals broken or missing 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 Carrier's or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers 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 Regulations of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

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

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

CLAUSE AND CONDITIONS
(Not included in the Policy unless specified in the Schedule)

INSTITUTE CARGO CLAUSES (A)

1/1/82

RISKS COVERED

- | | | |
|---|--|----------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject matter insured except as provided in Clauses 4, 5, 6 and 7 below. | Risk Clause |
| 2 | This insurance covers general average and salvage changes, adjusted or determined according to the contract of a affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | General Average Clause |
| 3 | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense to defend the Assured against such claim. | "Both to Blame Collision" Clause |

EXCLUSIONS

- | | | |
|---|--|--|
| 4 | In no case shall this insurance cover
4.1 loss damage or expense attributable to wilful misconduct of the Assured.
4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a containers or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
4.5 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
4.7 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. | General Exclusions Clause |
| 5 | 5.1 In no case shall this insurance cover 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 located therein. | Unseaworthiness and Unfitness Exclusion Clause |

5.2 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.

- | | | |
|---|--|--------------------------|
| 6 | In no case shall this insurance cover loss damage or expense caused by:
6.1 war, civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power
6.2 capture seizure arrest restraint or detainment (piracy excepted) and the consequences thereof or any attempt threat
6.3 derelict mines torpedoes bombs or other derelict weapons of war | War Exclusion Clause |
| 7 | In no case shall this insurance cover loss damage or expense
7.1 caused by strikers, locked-outs workmen or persons taking part in labour disturbances riots or civil commotions
7.2 resulting from strikers, lock-out, labour disturbances, riots or civil commotions
7.3 caused by any terrorist or any person acting from a political motive | Strikes Exclusion Clause |

DURATION

- | | | |
|---|---|--|
| 8 | 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein
8.1.2 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
8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution or
8.1.3 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 whichever shall first occur
8.2 if after discharge overside from the oversea vessel at the final port of discharge but prior to termination of this insurance the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above shall not extend beyond the commencement of transit to such other destination.
8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured any deviation forced discharge reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or characters under the contract of affreightment. | Transit Clause |
| 9 | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods | Termination of Contract of Carriage Clause |

as provided for in Clause 8 above then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place or unless otherwise specially agreed until the expiry of 60 days after arrival of the goods hereby insured at such port or place whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

10 Where after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Voyage Clause

CLAIMS

11 11.1 In order to recover this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 When as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. Forwarding Charges Clause

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increase Value insurances covering the loss and liability under this insurance shall be in such proportion as the sum incurred herein bears to such total amount insured. Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected to the cargo by the Assured and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING OF LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

16.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice. English Law and Practice Clause

NOTE : It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (B)

1/1/82

As Institute Cargo Clauses (A) with Clauses 1, 4, & 6 deleted and substitute by the following:

RISK COVERED

- | | | |
|-------|--|-------------|
| 1 | This insurance covers, except as provided in Clauses 4, 5, 6, and 7 below. | Risk Clause |
| 1.1 | loss of or damage to the subject-matter insured reasonably attributable to | |
| 1.1.1 | fire or explosion | |
| 1.1.2 | vessel or craft being stranded grounded sunk or capsized | |
| 1.1.3 | overturning or derailment of land conveyance | |
| 1.1.4 | collision or contact of vessel craft or conveyance with any external object other than water | |
| 1.1.5 | discharge of cargo at a port of distress | |
| 1.1.6 | earthquake volcanic eruption or lightning | |
| 1.2 | loss of or damage to the subject-matter insured caused by | |
| 1.2.1 | general average sacrifice | |
| 1.2.2 | jettison or washing overboard | |
| 1.2.3 | entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage. | |
| 1.3 | total loss of any package lost overboard or dropped whilst loading on to, or unloading from vessel or craft. | |

EXCLUSIONS

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|-----|--|---------------------------|
| 4 | In no case shall this insurance cover | General Exclusions Clause |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured. | |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a containers or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured. | |
| 4.5 | loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers characters or operators of the vessel | |
| 4.7 | deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons | |
| 4.8 | loss damage or expense arising from the use of any weapon of war employing atomic and nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by | War Exclusions Clause |
| 6.1 | war, civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or | |

detainment and the consequences thereof or any attempt threat

- 6.3 derelict mines torpedoes bombs or other derelict weapons of war

INSTITUTE CARGO CLAUSES (C)

1/1/82

As Institute Cargo Clauses (A) with Clauses 1, 4, & 6 deleted and substitute by the following:

RISK COVERED

- | | | |
|-------|--|-------------|
| 1 | This insurance covers, except as provided in Clauses 4, 5, 6, and 7 below. | Risk Clause |
| 1.1 | loss of or damage to the subject-matter insured reasonably attributable to | |
| 1.1.1 | fire or explosion | |
| 1.1.2 | vessel or craft being stranded grounded sunk or capsized | |
| 1.1.3 | overturning or derailment of land conveyance | |
| 1.1.4 | collision or contact of vessel craft or conveyance with any external object other than water | |
| 1.1.5 | discharge of cargo at a port of distress | |
| 1.2 | loss of or damage to the subject-matter insured caused by | |
| 1.2.1 | general average sacrifice | |
| 1.2.2 | jettison | |

EXCLUSIONS

- | | | |
|-----|--|--------------------------|
| 4 | In no case shall this insurance cover | General Exclusion Clause |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured. | |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a containers or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured. | |
| 4.5 | loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 4.7 | deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons | |
| 4.8 | loss damage or expense arising from the use of any weapon of war employing atomic and nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by | War Exclusions Clause |
| 6.1 | war, civil war, revolution, rebellion insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment and the consequences thereof or any attempt threat | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war | |

INSTITUTE WAR CLAUSES (CARGO)

1/1/82

RISK COVER

- | | | |
|-----|--|--------------|
| 1 | This insurance covers, except as provided in Clause 3 and 4 below, loss of or damage to the subject-matter insured caused by | Risks Clause |
| 1.1 | war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power | |
| 1.2 | capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat. | |
| 1.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |

- | | | |
|---|--|------------------------|
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of a affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General Average Clause |
|---|--|------------------------|

EXCLUSIONS

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| 3 | In no case shall this insurance cover | General Exclusions Clause |
| 3.1 | loss damage or expense attributable to wilful misconduct of the Assured. | |
| 3.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 3.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a containers or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured. | |
| 3.5 | loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 3.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 3.7 | any claim based upon loss of or frustration of the voyage or adventure | |
| 3.8 | loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 4 | 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft unfitness of vessel craft conveyance container of 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 located therein. | Unseaworthiness and Unfitness Exclusion Clause |
| 4.2 | 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. | |

DURATION

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| 5 | 5.1 This insurance | Transit Clause |
| 5.1.1 | attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and | |
| 5.1.2 | terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge whichever shall first occur, nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance | |
| 5.1.3 | reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and | |
| 5.1.4 | terminates, subject to 5.2 and 5.3 below either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge or on expiry of 15days counting from midnight of the day or re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur. | |
| 5.2 | If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharge from the vessel at a port or place of refuge, then , subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject –matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15days or if the insurance reattached as provided in this Clause 5.2 | |
| 5.2.1 | where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or | |
| 5.2.2 | where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sending by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air. | |
| 5.3 | If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then | |

CMC Policy ver.20121009

INSTITUTE CLASSIFICATION CLAUSE

THE MARINE TRANSIT RATES AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS OF STEEL CONSTRUCTION. CLASSED AS BELOW BY ONE OF THE FOLLOWING CLASSIFICATION SOCIETIES.

Lloyd's Register	100A1 or B.S	} Class without any modification
American Bureau of shipping	+ A1	
Bureau Veritas	1 3/3 E +	
Germanischer Lloyd	+ 100 A +	
Korean Register of Shipping	+ KRS 1	
Nippon Kaiji Kyokai	NS"	
Norske Veritas	+ 1A1	
Registro Italiano	* 100A 1.1 Nav.L	
Register of Shipping of the U.S.S.R	KM ⊕	
Polish Register of Shipping	* KM	

PROVIDED SUCH VESSELS ARE

- a) (i) not bulk and/or combination carriers over 10 years of age.
- (ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
- b) (i) not over 15 years of age OR
- (ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 GRT WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LOGHTER. USED TO LOAD OR UNLOAD THE VESSEL WHILST THEY ARE WITHIN THE PORT AREA. CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

1/8/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE MALICIOUS DAMAGE CLAUSE

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalisms or sabotage, subject always to the other exclusions contained in this insurance.

INSTITUTE STRIKES CLAUSES (CARGO)

1/1/82

RISK COVERED

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbance, riots or civil commotions.
 - 1.2 any terrorist or any person acting from a political motive.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of a affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

- 3 In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured.
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a containers or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
 - 3.5 loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion.
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense arising from the use of any weapon of war employing atomic and nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 3.10 loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft unfitness of vessel craft conveyance container of liftvan for the safe carriage of the subject matter insured

Unseaworthiness and Unfitness Exclusion Clause

where the Assured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is located therein.

- 4.2 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.

DURATION

- 5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 5.1.1 on deliver to the Consignees' or other final warehouse or place of storage at the destination named herein
- 5.1.2 on deliver to any other warehouse or place of storage whether prior to or at the destination named herein which the Assured elect to use either.
- 5.1.2.1 for storage other than in the ordinary course of transit or
- 5.1.2.2 for allocation or distribution or
- 5.1.3 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 whichever shall first occur
- 5.2 if after discharge overside from the oversea vessel at the final port of discharge but prior to termination of this Insurance the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above shall not extend beyond the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured any deviation forced discharge reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Transit Clause

- 6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 below then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force subject to an additional premium if required by the Underwriters, either

Termination of Contract of Carriage Clause

- 6.1 shall first occur, or
- 6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

- 7 Where after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change on Voyage Clause

CLAIMS

- 8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss and liability under this insurance shall be in such proportion as the sum incurred herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 9.2 Where this insurance is on Increased Value the following clause shall apply;
- The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected to the cargo by the Assured and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Insurable Interest Clause

Increase Value Clause

BENEFIT OF INSURANCE

- 10 This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause

MINIMISING OF LOSSES

- 11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and
- 11.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Duty of Assured Clause

- 12 Measures taken by the Assured or the Underwriters with the object of saving,

Waiver Clause

protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

anchors, moors or otherwise secures either or of the intended discharge port to a wait a discharge berth.

AVOIDANCE OF DELAY

- | | | |
|----|--|----------------------------------|
| 13 | It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. | Refundable
Despatch
Clause |
|----|--|----------------------------------|

LAW AND PRACTICE

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|----|---|--|
| 14 | This insurance is subject to English law and practice.
NOTE : <i>It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</i> | English Law
and
Practice
Clause |
|----|---|--|

INSTITUTE REPLACEMENT CLAUSE

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 in no case shall the liability of Underwriters exceed the insured value of the complete machine.

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

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|-----|---|
| 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. |

PORT DELAY CLAUSE

Notwithstanding the provisions of Clause 8 of the Institute Cargo Clauses, this insurance shall terminate on the expiry of 60 days from 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. There after 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 up to or 60 days specified above or any extension thereof shall nevertheless terminate immediately upon completion of discharge overside from the oversea vessel and continuation of cover shall thereupon 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/or place is not available, arrival is deemed to have occurred when the vessel first