The Pacific Insurance Berhad
Co. Reg (New) 198201011878 (Old: 91603-K)
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
Website: www.pacificinsurance.com.my

GOODS IN TRANSIT INSURANCE 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 bureaus:

(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 pengendorsan atau pengubahan 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 pelangan 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 dibelakang) 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 lamansesawang 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 mengakhirkan 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

GOODS IN TRANSIT INSURANCE POLICY

In consideration of the payment to us by or on behalf of the Assured of the premium as arranged, We, **THE PACIFIC INSURANCE BERHAD** (hereinafter called "the Company") agree to insure against loss, damage, liability or expense subject to the clauses and conditions attached hereto or specified therein.

The Company agrees subject of the terms exceptions limits and conditions contained herein or endorsed hereon that if during the Period of Insurance, the interest insured be lost or damage by any of the Contingencies specified in the Schedule whilst in transit then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

Provided always that the liability of the Company in respect of such loss or damage shall not exceed in any event the limit of liability stated in the Schedule for any such loss.

The policy provides cover physical loss or damage to goods while being transported from one place to another by land conveyances.

There are two (2) main covers, which are:

Inland Transit (All Risks) Clause covers:

- All risk of loss of or damage to the goods subject to the exclusions as mentioned in the policy.

Inland Transport Clause/Lorry Clause covers:

- Loss of or damage to the goods occasioned by the carrying vehicle/land conveyance being on fire, derailed, overturned, or in collision, struck by lightning or other accident to the vehicle or conveyance such as involuntarily leaving the road, breakdown of bridges and consequent damage to the conveyance or vehicle and the interest assured hereby.

Assured may extend coverage to the following risks by paying additional premium:

- Strikes as provided in the Institute Strikes Clauses (Cargo) 1/1/09 (CL.386)

The duration of cover is usually one (1) year. Assured needs to renew the insurance policy annually.

The premium amount is derived by applying premium rate against Estimated Annual Carrying and the premium will be adjusted at the end of the insurance period based on Actual Annual Carrying.

EXCEPTIONS

1. Unless otherwise expressed in the Schedule this Policy does not cover antiques, objects of art, valuable paintings, furs; bonds, security papers, deeds, bills of exchange, promissory notes, cheques, documents of title of any kind, manuscripts, electronic data, stamps, medals, money, bullion, and species; platinum, gold, silver and other precious metals/stones, watches, clocks and jewellery; cigarettes, cigars and tobacco, wines, spirits, liquor and other alcoholic beverages; dry bulk/liquid bulk cargoes, scraps, ore shipment, fishmeal; minerals, mining, logs; livestock/birds/plants; fish catch; temperature controlled goods; rejection cargo, containers insured as such; consequential loss or business interruption; glassware, earthenware or goods of a fragile nature; towing risks and storage risks; perishables, e.g. fruits, fresh flowers and hazardous chemical.

2. This Policy does not cover: -

   a) loss or damage directly or indirectly occasioned by or through or in consequence of flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.

   b) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) civil war, mutiny, rebellion, revolution, military or usurped power, strike, riot or civil commotion and acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

   c) loss or destruction or damage occasioned by or happening through confiscation, nationalization, detention, requisition, destruction or sale by or under the order of any Government Public Municipal Local or Custom Authority.

   d) loss or damage or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

   e) loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

   f) loss or damage caused by seizure or destruction under quarantine or custom regulations or by risk of contraband or illegal transportation of trade.

   g) loss or damage due to delay, loss of market, depreciation, deterioration, inherent vice, moth vermin insect, damp, mildew, rust or action of light atmospheric or climatic conditions.

   h) loss or damage due to dishonesty or infidelity of any employees of the Insured or person to whom the interest insured is entrusted or due to theft or attempt thereat by any such employee.

   i) loss or damage occasioned by or arising from explosives or goods of a dangerous or corrosive nature being carried in or upon the carrying vehicle.

   j) loss or damage due to accidents to the carrying vehicles whilst such vehicles is driven by any person under the influence of intoxication liquor or drugs.

   k) loss destruction or damage whilst the interest insured is temporarily housed in the course of transit for the purpose of storage making up packing or processing.

l) consequential loss of any kind whatsoever

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. The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company.

2. The Insured shall take all the reasonable measures to maintain the carrying vehicle in efficient and road-worthy conditions and the Company shall have at all times free and full access to examine such vehicle.

3. The Insured shall take all reasonable precautions for the safety of the interest insured and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall:

    a) in the case of theft or loss give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the interest insured.
    b) in all cases give written notice thereof to the Company and within fourteen (14) days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required by the Company to substantiate the claim.

4. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the interest insured lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to the interest insured for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances in respect of such interest insured as may be reasonably required but the Insured shall not be entitled to abandon any interest insured to the Company.

5. If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the interest insured the liability of the Company hereunder shall be limited to its ratable proportion of such loss.

6. If at the time of any loss thereof or damage thereto the total value of the interest insured on the vehicle carrying it shall be greater than the sum insured in respect of the interest insured on such a vehicle then the Insured shall be deemed his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly.

7. If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration of statement be made in support thereof no claim shall be recoverable hereunder.

8. This Policy may be cancelled by the Company by sending seven (7) days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium on prorate basis for the unexpired period of insurance. The Policy may also be cancelled at any time by the Insured on seven (7) days notice in writing and provided that no claim has arisen during the then current period of insurance the Company shall on demand return to the Insured a return of premium for the unexpired period of Insurance.

9. 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 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 provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability to the Company to make any payment under this Policy.

11. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

POLICY GENERAL PROVISIONS

INSURABLE INTEREST CLAUSE

1. In order to recover any loss under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
2. Subject to 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.

DUTY OF INSURANCE CLAUSE

1. To take such measures as may be reasonable for the purpose of averting or minimising such loss, and
2. To ensure that all rights 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 insured in pursuance of these duties.

WAIVER CLAUSE

Measured taken by the Assured or the Underwriters with the objective 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.

EXCESS

Excess or deductible is the amount indicated in the Policy Schedule that the Assured contributes towards any claims.

CANCELLATION

This policy may be cancelled by either the Assured or the Company giving 7 days' notice in writing.

Cancellation shall become effective on the expiry of the requisite period of the time from midnight of the day on which notice of cancellation is issued by or to the Company but shall not apply to risks which have attached before cancellation becomes effective.

LIMIT OF LIABILITY CLAUSE

The Company shall not be liable in respect of all losses of and/or damages to and other charges for the insured interests loaded and/or to be loaded on any one lorry or any other land conveyance incurred during any one transit (including connecting transit), for more than the limit(s) specified in the Policy, unless a request is made by the Assured, prior to the attachment of the risk or before any known or reported loss or accident, for the increase of such limit(s) and the special agreement of the Company is obtained.

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 insurer 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 insurer shall be entitled to the pro-rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a persons, including an insurance agent, who not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

REINSTATEMENT OF LOSS CLAUSE

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

PAYMENT ON ACCOUNT CLAUSE

It is hereby understood and agreed that in the event of the occurrence of a loss under this insurance, the Company will make payment on account in respect of such loss to the Insured, if desired.

PREMIUM ADJUSTMENT CLAUSE

In consideration of the premium under this Policy being provisional and calculated on the Estimated Annual Carryings and is subject to adjustment on the expiry of each period of insurance, the Insured agrees to declare to the Company in writing the Actual Value of goods conveyed during the currency of the Policy and to make such declarations at the end of each policy period.

On expiry of each period of insurance the premium shall be calculated at the rate applicable on the total Actual Value of goods conveyed. If the resultant premium be greater than the provisional premium, the Insured shall pay the difference, if it be less no refund of premium is allowed under the policy.

MARINE CYBER ENDORSEMENT (LMA 5403)

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife virus arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

COMMUINICABLE DISEASE EXCLUSION (JC2020-011)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

IMPORTANT

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

It is the duty of the Assured and their Agents and/or servants in all cases, to take such measures as may be reasonable for the purpose of averting or minimising 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 and/or servants are required: -

1. To contact immediately the nearest branch office of the Company, when the goods are found to have suffered loss or damage, in order for a survey to be conducted.
2. Under no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. To lodge a Police Report immediately if the claim be one for theft or road accident.
4. To give notice in writing to Carriers or other Bailees holding them responsible for any loss or damage.

SURVEY REQUIREMENT

In the events of loss or damage which may result in a claim under this insurance, immediate notice should be given to the Company in order for the goods to be examined by the appointed surveyors or adjusters.

DOCUMENTATION OF CLAIMS

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

1. Original or copy of Invoice and Packing List.
2. Original contract of damage and/or other receipts
3. Police Report and/or other documentary evidence to show the extent of the loss or damage.
4. Correspondence, if any, exchanged with the Carriers and other responsible parties regarding their liability for the loss or damage.

NOTE: FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS WILL PREJUDICE ANY CLAIM UNDER THIS POLICY.