



STAMP DUTY  
PAID

## **PROGRESSIVE INSURANCE BHD (19002-P)**

### **MARINE CARGO 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 **PROGRESSIVE INSURANCE BHD** (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.

This 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 **PROGRESSIVE INSURANCE BHD** (hereinafter called "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.

We, **PROGRESSIVE INSURANCE BHD** (hereinafter called the "Company") hereby agree, in consideration of the payment to us by or on behalf of the Insured of the premium as arranged, to insure against loss damage liability or expense in the manner hereinafter provided by the clauses and conditions specified herein or attached hereto.

#### **DUTY OF DISCLOSURE**

##### **i. For Consumer Insurance Contracts**

Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

##### **ii. For Non-Consumer Insurance Contracts**

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured had a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of 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.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

#### **IMPORTANT**

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

#### **LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES**

It is the duty of the Insured 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 Insured 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 Container and its seals are examined immediately by their 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 Carriers' 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.

#### **REQUIREMENTS FOR SURVEY**

In the event of loss or damage which may result in a claim under this insurance, immediate notice should be given to the Survey Agents nominated on the policy or the WK Webster Agent at the place where the loss or damage is discovered, in order that they may examine the goods and issue a Survey Report.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured or their Agents must submit all available documents without delay, including when applicable:

1. Original policy/certificate of insurance.
2. Original or copy of 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.

**NOTE: Failure To Comply With Any Of These Requirements Will Prejudice Any Claim Under This Policy.**

## NOTICE OF LOSS CLAUSE

The holder of this Policy is requested not to sign any Average Bond or to pay any deposit on account of General Average without first communicating with the Company's nearest Branch Manager or Agents. In the event of damage to, or loss of the interest insured under this Policy, no claim will be admitted by the Company unless prompt notice be given to the Survey Agents named in the Schedule hereto.

## STAMP DUTY CLAUSE

Please note this document may require to be stamped within a given period in order to conform with the laws of the country at destination. Holders are therefore advised to ascertain the amount of stamp duty that is required.

## DUTY CLAUSE

In the event of duty being insured under this Policy it is warranted that no claim shall attach in respect of such duty unless such duty is actually paid.

## AVOIDANCE OF DELAY

It is a condition of this insurance that the Insured and their Agents shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

This insurance is subject to English law and practice.

## THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY:

### CARGO ISM ENDORSEMENT (JC 98/019 1 May 1998)

Applicable to shipments on board Ro-Ro-Passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Insured were aware, or in the ordinary course of business should have been aware:-

- a) either that such vessel was not certified in accordance with the ISM Code.
- b) or that a current Document of Compliance was not held by the owners or operators.

as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

### CARGO 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 Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution.or
  - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
  - 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge, whichever shall first occur.
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will 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.

### ELECTRONIC DATE RECOGNITION ENDORSEMENT (JC 97/077, JC 98/024)

#### 1. COMPUTER MILLENNIUM CLAUSES (CARGO) JC 97/077

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

- i) the date change to the year 2000 or any other date change and/or
- ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

This Clause will apply to the following cargoes:

- i) Temperature controlled cargo which comprises fish, meat, frozen foods, fresh fruit and vegetables, dairy product, confectionery and pharmaceutical goods.
- ii) Oil shipped in bulk.

## **2. COMPUTER MILLENNIUM CLAUSE (CARGO) JC 98/024 - WITH NAMED PERIL EXTENSION**

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

- i) the date change to the year 2000 or any other date change and/or
- ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

This exclusion does not apply to:-

- a) claims for loss of or damage to the subject matter insured reasonably attributable to
  - i) fire or explosion
  - ii) vessel or craft being stranded grounded sunk or capsized
  - iii) overturning or derailment of land conveyance
  - iv) collision or contact of vessel craft aircraft or conveyance with any external object other than water
  - v) total loss of aircraft in flight
  - vi) discharge of cargo at a port of distress
  - vii) total loss of any package lost overboard or dropped whilst loading on to, or unloading from vessel craft or aircraft
  - viii) General Average sacrifice
  - ix) Jettison or washing overboard
  - x) Entry of sea lake or river water into vessel craft hold conveyance liftvan or place of storage
- b) General Average and Salvage Charges, adjusted or determined according to the contract of 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 elsewhere in this insurance.

This Clause will be applied to all other cargoes not mentioned in **COMPUTER MILLENNIUM CLAUSES (CARGO) JC97/077**.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this Policy.

## **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE 10/11/03**

- 1.1 Subject only to clause 1.2 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 or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from 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.

## **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03**

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 purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

## **TERRORISM EXCLUSION CLAUSE**

This contract excludes any loss, damage, liability or expense arising from:

- a) terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If the Company asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Insured to prove the contrary.

Notwithstanding the foregoing this exclusion will not apply to any loss, damage, liability or expense arising:

1. whilst the subject matter insured is either 'waterborne' or 'airborne' as defined in the War Risk Waterborne and War Risk Airborne Agreement issued by Lloyd's Underwriters' Association and the Institute of London Underwriters dated 19 December 1997.
2. whilst cargo is in the ordinary course of transit as described in the Cargo Termination of Transit Clause (Terrorism).

**THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO**

**LABEL CLAUSE**

In the case of damage by perils insured against affecting labels, any loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the Policy.

**INLAND TRANSIT (ALL RISKS) CLAUSE**

**Risks Covered**

This insurance covers all risks of loss of or damage to the subject matter insured except as herein contained.

**Exclusions**

In no case shall this insurance cover:

- a) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause packing shall be deemed to include storage in a container of liftvan but only when such storage is carried out prior to attachment of this insurance or by the Insured or their servants);
- b) loss damage or expense caused by atmospheric or climatic conditions, rust, oxidation, discolouration, wear and tear, gradual deterioration, moths, vermin or inherent vice;
- c) loss damage or expense caused by delay, loss of market, loss of use and consequential loss;
- d) loss damage or expense caused by theft from unattended vehicles;
- e) loss damage or expense caused by ionizing, radiation, nuclear weapons and contamination by radioactivity;
- f) loss damage or expense caused by wilful acts or wilful negligence or infidelity on the part of the Insured's employees or its representatives;
- g) loss damage or expense caused by inherent vice or nature of the subject matter insured;
- h) loss damage or expense caused by confiscation, nationalization requisition or destruction by order of any Government or Public Authority;
- i) loss damage or expense caused by mechanical and/or electrical and/or electronic derangement;
- j) ordinary leakage, ordinary loss in weight or volume of the subject matter insured;
- k) loss damage or expense caused by or attributed to the act of cheating/criminal breach of trust by any person within the meaning of the definition of the offence of cheating/criminal breach of trust set out in the Penal Code;
- l) loss or damage directly or indirectly occasioned by or through or in consequence of
  - i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
  - ii) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
  - iii) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege
  - iv) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violenceor looting, sacking or pillage in connection with any of the occurrences mentioned above;
- m) any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**Duration**

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit, continues during the ordinary course of transit and terminates on delivery to the consignees' or other final warehouse or place of storage at the destination named in the sales invoice and/or delivery note/order.

**PORT DELAY CLAUSE**

Notwithstanding the provisions of Clause 8 of the Institute Cargo Clauses, this insurance shall terminate on the expiry of sixty (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. Thereafter subject to prompt notice being given to the Company the goods shall be held covered for a period and at a premium to be arranged. The period of up to sixty (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 be 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 and/or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended discharge port to await a discharge berth.

**UNATTENDED VEHICLE CLAUSE**

This Policy extends to cover loss of or damage to the interest insured whilst kept in an unattended vehicle or a vehicle parked overnight provided that:-

- i) such loss or damage is directly due to or as a result of theft of the vehicle and/or burglary or accident to the vehicle.
- ii) the vehicle is securely locked and the vehicle's alarm, if any, is armed or activated whilst left unattended or parked overnight.
- iii) such loss or damage is not already covered by some other insurance.

**IMPORTANT – The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.**