



**Generali Insurance Malaysia Berhad**

Reg No: 197501002042 (23820-W)

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Member of PIDM

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my))

Generali Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

## GOODS IN TRANSIT POLICY

WHEREAS the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Generali Insurance Malaysia Berhad** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance the Property whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances within the Territorial Limits shall be lost destroyed or damaged by:

### FIRE THEFT OR ACCIDENTAL MEANS

then the Company shall indemnify the Insured in respect of such loss destruction or damage but not exceeding the Limits of Liability.

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. loss or destruction of or damage to livestock explosives goods of a dangerous nature tobacco cigarettes cigars wines spirits radio televisions tape recorders furs watches clocks jewellery gold and silver articles precious metals and stones bullion cash bank notes stamps deeds bonds securities bills of exchange documents manuscripts or plans.
2. destruction of or damage to china glass earthenware pictures scientific instruments statuary marble or plasterwork articles of virtue or the like unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling on to the conveyance.
3. damage to furniture including paintings pictures drawings etchings as a result of scratching rubbing or abrasion.
4. loss of any liquid gas or goods from containers by leakage or spilling unless caused by (a) fire (b) an accident to the conveyance or (c) an object falling on to the conveyance.
5. loss destruction or damage caused by weather atmospheric conditions wear and tear moth vermin insects damp mildew rust defective packing hooks or slings delay loss of market depreciation or deterioration contamination fermentation or spontaneous combustion or consequential loss of any kind.
6. loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
7. loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion.
8. loss destruction or damage occasioned by or happening through confiscation nationalisation detention requisition or wilful destruction by any government public municipal local or customs authority.
9. theft or pilferage in which any employee of the Insured is concerned as principal or accessory.
10. loss destruction or damage directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) nuclear weapons material.
  - (c) 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 or the public, in fear.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions 10(c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence proceedings against the Agents it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

The due observance and fulfilment of the conditions annexed hereto or endorsed hereon shall be a condition precedent to any liability of the Company under this Policy.

## GENERAL CONDITIONS

This Policy and the Schedule shall be read together and any words or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company.
2. The Insured shall take all reasonable precautions for the safety of the property and shall act with reasonable despatch in all circumstances within their control. When the property is carried on any vehicle or trailer owned by the Insured then the Insured shall exercise all care and diligence in the selection of steady trustworthy sober and competent drivers and shall see that all vehicles or trailers are overhauled periodically and kept in a proper and efficient state of repair.
3. On the happening of any event giving rise or likely to give rise to a claim under this Policy coming to his knowledge the Insured shall:
  - (a) give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible in any event within thirty days of such notice deliver to the Company a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof and of the loss destruction or damage.
  - (b) take immediate steps to minimise the damage and recover any third party who had custody of the property or who may be responsible for loss destruction or damage.
  - (c) if the claim be one for theft give immediate notice to the police.
4. If at the time of the happening of any loss destruction or damage covered by this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not then the Company shall not be liable to pay more than their rateable proportion of the loss destruction or damage.
5. The Company may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this Policy returning on demand a proportion of the premium corresponding to the unexpired period of insurance adjusted in accordance with Condition 8 hereof.
6. The Insured shall not without the consent in writing to the Company incur any expense whether by litigation or otherwise or make any payment offer promise settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Policy. The Company shall in respect of anything insured under this Policy be entitled to take over and conduct in the name of the Insured at their own expense and for their own benefit any claim for indemnity or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
7. The Company shall be entitled to reinstate repair or replace the property lost destroyed or damaged as the case may be instead of paying the amount of the loss destruction or damage. Upon the payment of any claim for loss under this Policy the property of which such payment is made shall belong to the Company.
8. The first premium and all renewal premiums that may be accepted are to be regulated by the total values of all the property despatched during each period of insurance. The Insured shall keep an accurate record of all such values and shall at all reasonable times allow the Company to verify such record and within one month of the expiry of each period of insurance shall furnish the Company with a correct account of the amount so recorded and if such amount shall differ from that on which the premium has been paid the difference shall be met by a further proportionate payment or by a refund as the case may be.
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. The costs of and connected with the arbitration shall be in the discretion of the Arbitrators, Arbitrator or Umpire. 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. **Service Tax.** The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

11. **Data Privacy Notice.** You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website [www.generali.com.my](http://www.generali.com.my). We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.

### **Duty Of Disclosure**

#### **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 has 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, failing which similar consequences may apply.*

#### **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 has 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, failing which similar consequences may apply.*