Product Disclosure Sheet

Stevedore/Wharfinger Liability Insurance

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 Chubb Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

Dear Customer,

This Product Disclosure Sheet (PDS) is designed to provide you with some key information on your Stevedore/Wharfinger Liability Insurance policy.

Other customers have read this PDS and found it helpful; **You should read it too**.

1. What is Stevedore/Wharfinger Liability Insurance?

The Stevedore/Wharfinger liability Insurance designed for liability incurred whilst loading and unloading cargo at a port.

2. Know Your Coverage

You will receive the following **coverages**:

This policy **covers**:		This policy **excludes**:
Stevedore Liability Insurance	• Cargo Liability: Loss or damage to cargo during loading/unloading operations. • Third-Party Property Damage: Accidental damage to ships, containers, vehicles, or equipment during cargo handling. • Bodily Injury Liability: Legal liability for injury to third parties (e.g., crew, visitors, contractors) during stevedoring activities. • Legal Defense Costs: Expenses for defending claims or lawsuits related to covered incidents. • Pollution Liability: May cover accidental pollution caused during cargo operations.	• Intentional Acts or Gross Negligence: Claims resulting from deliberate actions or reckless disregard for safety. • Wear and Tear/Deterioration: Losses due to gradual deterioration, inherent defects, or ordinary wear and tear of cargo, vessels, or equipment. • Losses Outside Care, Custody, or Control: Incidents occurring when cargo, vessels, or property are not under the insured's responsibility. • War, Terrorism, or Nuclear Risks: Damage or liability arising from war, terrorism, or nuclear incidents (unless specifically included). • Contractual Liability: Liabilities assumed under contract that exceed the insured's legal liability. • Employee Injuries: Claims for injuries to employees (covered under Workers' Compensation or Employer's Liability policies). • Cyber Risks: Losses due to cyber-attacks or data breaches (unless specifically included). • Pollution (Gradual): Gradual pollution or contamination (only sudden and accidental events may be covered). • Unexplained Losses: Losses where the cause cannot be determined or proven. • Fines and Penalties: Certain regulatory fines or penalties, unless specifically covered.
Wharfinger Liability Insurance	• Vessel Liability: Loss or damage to vessels while at the wharf, dock, or pier. • Third-Party Property Damage: Accidental damage to property (e.g., docks, equipment, vehicles) at the wharf. • Bodily Injury Liability: Legal liability for injury to third parties (e.g., visitors, crew, contractors) on the wharf premises. • Legal Defense Costs: Expenses for defending claims or lawsuits. • Pollution Liability: May cover accidental pollution or environmental damage at the wharf.	
The list of coverages and exclusions in this table is **non-exhaustive**. Please read your policy for the full list of terms and conditions.		

The duration of coverage is 1 year. You need to renew your policy annually.

3. Know Your Obligations

For this insurance policy and any additional/optional cover requested, the exact premium sum will be determined based on various factors, including your business activity/scope of work, Limit of Liability, annual revenue/contract value, location of risk, loss history in the past 5 years. Please reach out to us/your servicing intermediary to obtain a quote.	
You also have to pay the following fees and charges:	
Stamp duty (if applicable)	RM 10.00
Commission (if applicable)	Maximum up to 15% of the premium
Other applicable charges	8% service tax

4. Other Key Terms

- Your duty of disclosure
  Before entering into an insurance contract, you have a duty to disclose to us any matter that you know to be relevant to our decision on whether to accept the risk or not and the rates and terms to be applied; or a reasonable person in the circumstances could be expected to know to be relevant.
  You have this duty until we agree to insure you.
  You have the same duty before you renew, extend, vary or reinstate an insurance contract.
- This Policy together with its Schedule and any attached Endorsements is a legal contract which shall constitute the entire contract between the parties.
- Please ensure that there is an appropriate Limit of Liability taken up.
- There is a Deductible amount which you have to bear before we pay a claim.
- The policy is subjected to 60 days Premium Payment Warranty, i.e. premium due must be paid and received by Chubb (or the intermediary through whom this Policy was effected) within sixty (60) days from inception. Failing which, the policy is automatically cancelled and sixty (60) days pro-rated time on risk premium shall be paid to Chubb.
- In the event of any occurrence that likely to give rise to a claim, you have to give written notice to us of such claim as soon as possible after it comes to your knowledge.

Note: This list **non-exhaustive**. Please read your policy for the full terms and conditions.

5. Can I cancel my Policy?

Yes. You may cancel your policy at any time by giving a written notice to us. Upon cancellation, you are entitled to receive a pro rata refund of premium for the unexpired Policy Period subject to policy terms and conditions.

If You have any questions or require assistance on Your insurance product, You can:

Call Us at: 603-2058 3000
Visit Us at: https://www.chubb.com/my-en/contact-us/product-enquiry.html
Email Us at: Inquiries.MY@chubb.com