



TERMS OF REFERENCE (CPC REPAIR)

CONTAINER PROTECTION COVERAGE FOR REPAIR

A. Terms and Conditions



1. Each container to be declared by subscribers upon discharge or before gate out from the designated Ports anywhere in Malaysia only.
2. Subscribers must settle the fee payment instantly upon the submission of container declaration listing and supporting documents, failing which subscriptions assumed to be invalid.
3. CPC Repair is only effective from the date of payment accepted by D&D Control.
4. The entire cost of repairs will be covered for GP, SP and RF container. Provided that our liability for any one container shall not exceed amount of coverage limit. In addition, its repair will be conducted at the designated Depot by authorized Repairers.
5. Subscribers must be available and cooperative with D&D Control at all times until the completion of the damage claim.
6. D&D Control has the right to suspend or terminate any subscriptions in which subscribers has failed to cooperate and/or comply with the terms and conditions / work process / process flow.
7. Subscribers has to abide by any changes of the terms and conditions / work process / process flow or inclusion of new requirements from time to time.
8. CPC Repair covers cost of repairs to containers which suffer damage whilst on land transit after gate out from the designated Ports including whilst storage/unloading/loading of the cargo at the Merchants' premises until safe return to the designated Depots anywhere in Malaysia only. By approved land conveyance excluding rail.
9. Coverage limit:
 - General Purpose (GP): RM10,000 per container (20ft GP, 40ft GP, 20ft HC, 40ft HC and 45ft HC)
 - Special (SP): RM20,000 per container (45ft GP, 20ft OT, 40ft OT, 20ft FR, 40ft FR, 20ft OS and 40ft OS)
 - Refrigerated (RF): RM30,000 per container (20ft RF, 40ft RF and 40ft RH)

Note: High Cubes (HC), Open Top (OT), Flat Rack (FR), Open Sided (OS) and Reefer High Cubes (RH).
10. Exclusions:
 - a) Damage discovered after 60 days from date of gate out from the designated Ports.
 - b) Cost of routine maintenance (washing/cleaning) of the containers, Detention and Demurrage charges.
 - c) Damage to container arising from infidelity acts or acts of dishonesty or fraud of any partner or directors of the Forwarder and/or Importer & Exporter or Shipper.
 - d) Damage to container happened at port of loading and/or during sea voyage from port of loading to port of discharge.
 - e) Container confiscation by authority.
 - f) Container detained by shipping agent.
 - g) Pre-existing damages to containers (wear & tear).
 - h) Mechanical or electrical malfunction of containers.
 - i) Improper repairs of containers.
 - j) Cost of removal of Dangerous Goods (DG) label (placard).
 - k) Cost of removal of dunnage/rubbish/cargo leftover.

Note: CPC Repair will not provide coverage for claim resulting from any event of container total loss.

B. Work Process

1. CPC Repair subscribers (Consignee/FA) to submit container declaration listing in Excel format (i.e container number, size, type, port voyage, B/L number, invoice number & invoice amount) and supporting documents (i.e copy of B/L and copy of NOA) together with fee payment instantly to D&D Control. Payment must be made upon discharge or before gate out from the designated Ports, failing which subscriptions assumed to be invalid.
2. D&D Control to issue invoice and receipt of CPC Repair's subscription to Consignee/FA upon payment has been accepted by D&D Control.
3. Consignee/FA to notify D&D Control of the damage claim together with submission of damage invoice/EOR/photos within 3 working days upon receiving it from SA/NVOCCs.
4. Consignee/FA to submit all of supporting evidences to D&D Control (i.e additional photos from POL, BL, EOR, EIR, police report – if available) within 5 working days in order to support the disclaim liability.
5. D&D Control shall proceed to authenticate, verify, investigate and justify the damage claims within 3 working days.
6. D&D Control shall settle the payment of the damage claims within 5 working days.

Note: CPC Repair subscribers must be available and cooperative with D&D Control at all times.

C. Process Flow

Process	Working Days
1. Submission of container declaration listing and supporting documents with payment	-
2. Issuance of invoice and receipt	-
3. Notification and submission of damage invoice/ EOR/photos	3
4. Submission of supporting evidences	5
5. Authentication, verification, investigation and justification	3
6. Settlement of payment	5
Total Days	16

