



ALLIED ISLAMIC WINDOW

Allied Building, Chandhanee Magu, Male', Rep. of Maldives
Phone: (960) 1600, Fax (960) 331 0300
Web site: www.ayady.mv, Email: info@ayady.mv

MARINE CARGO TAKAFUL 1/1/82 (FOR USE ONLY WITH THE NEW MARINE CERTIFICATE) INSTITUTE CARGO CLAUSES (A)

WHEREAS the Participant by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Takaful Operator for the Takaful hereinafter contained and with the payment of Takaful contribution by the Participant stated in the Schedule. The Takaful Operator will manage this Takaful Plan on the terms conditions and benefits as stated in this Certificate. No variations or changes to the terms of this Certificate shall come into force unless effected by an Endorsement.

NOW THIS CERTIFICATE WITNESSETH that in respect of covered event(s) occurring during the Period of Takaful and subject to the limitations exceptions conditions contained herein or endorsed hereon the Takaful Operator will indemnify the Participant in the proportions manner and to the extent hereinafter provided against loss or damage caused by any of the under-mentioned Perils.

THE CONTRIBUTION shall be distributed into two funds, 66% to Participant Risk Fund (PRF) as TABARRU (donation) and remaining 34% to Operator Fund as WAKALAH FEE (non-refundable). Takaful Operator's operational expenses shall be managed from WAKALAH FEE. And Underwriting Expenses (Claims & Re-Takaful) & Reserve shall be managed from the PRF.

THE MONEY in the Participants Risk Fund (PRF) shall be invested by the Takaful Operator, if the return rate from the investment exceeds 1.2%, the additional return or excess shall be retained and credited to the Takaful Operator under the principle of PERFORMANCE FEE (JUA'LAH).

IN THE EVENT of insufficient balance in the PRF to pay for the Takaful claims during the Period of Takaful the Takaful Operator shall make good the balance in the PRF under the principle of QARDHUL HASSAN (benevolent loan) provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence the Takaful Operator will make an outright transfer for the insufficiency under the principle of WAKALAH (agent). It is further agreed that any future surplus arising from the PRF can be used to repay for the outstanding QARDHUL HASSAN in the PRF (if any) to the Takaful Operator.

IMPORTANT POINTS

This certificate should be read carefully. It gives full details of what is and is not covered and the conditions and exclusions of the cover. Failure to comply with them will prejudice a participant's claim.

1. UNDERTAKING TO DONATIONS

The contribution made by the participant shall be retained and donate to the Participant Risk fund once the respective voyage begins with the cargo. This retained fund shall be treated as an undertaking to make donations.

2. RISKS COVERED

- 2.1 This cover covers all risks of loss or damage to the subject matter covered except as provided in clause 3 below.
- 2.2 This cover covers 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 in Clause 4, 5, 6 and 7 or elsewhere in this cover.
- 2.3 This cover is extended to indemnify the Participant against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship owners under the said Clause the Participant agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Participant against such claim.

3. EXCLUSIONS

- 3.1 In no case shall this cover
- 3.2 loss damage or expenses attributed to willful misconduct of the Participant
- 3.3 Ordinary leakage, ordinary loss in weight or volume, or ordinary wears and tear of the subject-matter covered
- 3.4 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter covered (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this cover or by the Participant or their servants)
- 3.5 Loss damage or expense caused by inherent vice or nature of the subject-matter covered
- 3.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk covered against (except expenses payable under Clause 2 above)
- 3.7 Loss damage or expense arising from insolvency of financial default of the owners managers charterers or operators of the vessel
- 3.8 Loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.9 In no case shall this cover loss damage or expense
- 3.10 arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the Subject-matter covered where the Participant or their servants are privy to such unseaworthiness or unfitness, at the time the

subject matter covered is loaded therein.

- 3.11 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter covered to destination, unless the Participant or their servants are privy to such unseaworthiness or unfitness.
- 3.12 In no case shall this cover loss damage or expense caused by
- 3.12.1 war civil war revolution rebellion insurrection, or civil strife arising here from, or any hostile act by or against a belligerent power
 - 3.12.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 3.12.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 3.13 In no case shall this cover loss damage or expense
- 3.13.1 caused by strikes, locked-out workmen, or persons taking in labor disturbances, riots or civil commotions
 - 3.13.2 resulting from strikes, lock-outs, labor disturbances, riots or civil commotions
 - 3.13.3 caused by any terrorist or any person acting from a political motive

4. DURATION

- 4.1 This cover attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 4.2 on delivery to the consignees' or other final warehouse or place of storage at the destination named therein
- 4.2.1 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Participant elect to use either for storage other than in the ordinary course of transit or
 - 4.2.2 for allocation or distribution, or
 - 4.2.3 on the expiry of 60 days after completion of discharge over side of the goods hereby covered from the oversea vessel at the final port of discharge, whichever shall first occur
- 4.3 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this cover, the goods are to be forwarded to a destination other than that to which they are covered hereunder, this cover, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 4.4 This cover shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Participant, any deviation forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

5. If owing to circumstances beyond the control of the Participant either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this cover shall also terminate unless prompt notice is given to the underwriters and continuation of cover is requested when the cover shall remain in force, subject to an additional contribution if required by the underwriters, either
- 5.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby covered at such port of place, whichever shall first occur, or
 - 5.2 if the goods are forwarded within the said period of 60 days (or any agreed extension period) to the destination named therein or to any other destination, until terminated in accordance with the provisions of Clause 8 below.
 - 5.3 Where, after attachment of this cover, the destination is changed by the Participant, held covered at a contribution and on conditions to be arranged subject to prompt notice being given to the Underwriters

6. CLAIMS

- In order to recover under this cover the Participant must have an insurable interest in the subject - matter covered at the time of the loss.
- 6.1 Subject to 4.1 above, the Participant shall be entitled to recover for covered loss occurring during the period covered by this cover, notwithstanding that the loss occurred before the contract of cover was concluded, unless the Participant were aware of the loss and the Underwriters were not.
- 6.2 here, as a result of the operation of a risk covered by this cover, the covered transit is terminated at a port or place other than that to which the subject-matter is covered under this cover, the Underwriters will reimburse the Participant for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is covered hereunder.
- 6.3 A claim for Construction Total Loss shall be recoverable hereunder unless the subject-matter covered is reasonably abandoned either on account of its actual total arrival loss appearing to unavoidable or because the cost of recovering, reconditioning would exceed its volume and on forwarding the subject-matter to the destination to which it is covered.
- 6.4 If any Increased Value cover is effected by the Participant on the cargo covered therein the agreed value of the cargo shall be deemed to be increased to the total amount covered under this cover and all Increased Value covers covering the loss, and liability under this cover shall be in such proportion as the sum covered herein bears to such total amount covered.
- 6.5 In the event of claim the Participant shall provide the Underwriters with evidence of the amounts covered under all other covers.
- 6.6 Where this cover is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount covered under the primary cover and all Increased Value covers covering the loss and effected on the cargo by the primary cover and all Increased Value covers covering the loss and effected on the cargo by the Participant, and liability under this cover shall be in such proportion as the sum covered herein bears to such total amount covered .In the event of claim the Participant shall provide the Underwriters with evidence of the amounts covered under all other covers.

7. BENEFIT OF COVER

This cover shall not inure to the benefit of the carrier or other bailee.

8. MINIMISING LOSSES

It is the duty of the Participant and their servants and agents in respect of loss recoverable hereunder:

- 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 8.2 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 Participant for any charges properly and

reasonably incurred in pursuance of these duties.

- 8.3 Measures taken by the Participant or the Underwriters with the object of saving, protecting recovering the subject-matter covered shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

9. AVOIDANCE OF DELAY

It is a condition of this cover that the Participant shall act with reasonable dispatch in all circumstances within their control.

10. LAW AND PRACTICE

This cover is subject to English law and practice.

11. CANCELLATION

This certificate may be cancelled by the Participant by notifying the Takaful Operator in writing before start of the voyage. In such event, Participant shall be entitled for a return in full of the amount refundable. This certificate may be cancelled by Takaful Operator by giving written notice of cancellation to the Participant at the business address given, but before the beginning of the voyage and the participant shall be entitled for a return in full of the amount refundable.

12. SHARE OF NET SURPLUS

If at the end of the financial year, there is a net surplus in the Participant Risk Fund (PRF), the Takaful Operator may in its sole discretion share any amount which it may decide from the net surplus in the Participant Risk Fund (PRF) among the Participants provided always that the Participant has not incurred any claim and/or not received any benefits under this certificate whilst it in force. Furthermore, the participant will get share of surplus for the active day(s) of the certificate, falling into the year for which surplus is being calculated and the surplus share must be minimum MVR 100.

Note:- It is necessary for the Participant when they become aware of an event which is "held covered" under this cover to give prompt notice to the Takaful Operator and the right to such cover is dependent upon compliance with this obligation.



AYADY
TAKAFUL

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