

## MARINE HULL TAKAFUL

### 1/10/83 (FOR USE ONLY WITH THE NEW MARINE CERTIFICATE) INSTITUTE TIME CLAUSES – HULLS (Total Loss Only)

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.

#### UNDERTAKING TO DONATION

The contribution made by the participant shall donate to the Participant Risk fund gradually by retaining a certain amount as per provided table by the Takaful Operator. The fund set aside shall be treated as an undertaking to make donations.

Duration	Retention of Contribution (% of Total contribution to PRF)
0-30 days	66%
31-90 days	46%
91-150 days	36%
151-240 days	26%
Exceeding 240 days	0%

#### 1. NAVIGATION

- 1.1 The Vessel is covered subject to the provisions of this cover at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Participant and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this cover for loss of or damage to the Vessel from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional contribution required by them have been agreed.

1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, covered value and contribution required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clause 9.

## 2. CONTINUATION

Should the Vessel at the expiration of this cover be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice to be given to the Takaful Operator, be held covered at a pro rata monthly contribution to her port of destination.

## 3. BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Takaful Operator immediately after receipt of advices and any amended terms of cover and any additional contribution required by them be agreed.

## 4. TERMINATION

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this cover inconsistent therewith.

Unless the Takaful Operator agree to the contrary in writing, this cover shall terminate automatically at the time of

4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage which would be covered by a cover of the Vessel subject to current Institute Time Clauses Hulls or Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society,

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Participant, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

## 5. ASSIGNMENT

No assignment of or interest in this cover or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Takaful Operator unless a dated notice of such assignment or interest signed by the Participant, and by the assignor in the case of subsequent assignment, is endorsed on the contract and the contract with such endorsement is produced before payment of any claim or return of contribution thereunder.

## 6. PERILS

6.1 This covers total loss (actual or Constructive) of the subject-matter covered caused by:

- 6.1.1 perils of the seas rivers lakes or-other navigable waters
- 6.1.2 fire, explosion
- 6.1.3 violent theft by persons from outside the Vessel
- 6.1.4 jettison
- 6.1.5 piracy
- 6.1.6 breakdown of or accident to nuclear installations or reactors
- 6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation
- 6.1.8 earthquake volcanic eruption or lightning.

6.2 This covers total loss (actual or constructive) of the subject-matter covered. Caused by:

- 6.2.1 accidents in loading discharging or shifting cargo or fuel
- 6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
- 6.2.3 negligence of Master Officers Crew or Pilots
- 6.2.4 negligence of repairers or charterers provided such repairers or charterers are not a Participant hereunder
- 6.2.5 barratry of Master Officers or Crew,

provided such loss or damage has not resulted from want of due diligence by the Participant, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

## 7. POLLUTION HAZARD

This covers total loss (actual or constructive) of the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this cover, provided such act of governmental authority has not resulted from want of due diligence by the Participant, the Owners, or Managers of the Vessel or any of them to

prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## **8. NOTICE OF CLAIM**

8.1 In the event of accident whereby loss or damage may result in a claim under this cover, notice shall be given to the Takaful Operator prior to survey and also, if the Vessel is abroad, to the nearest Takaful Operator's Agent so that a surveyor may be appointed to represent the Takaful Operator should they so desire.

## **9. SALVAGE**

9.1 This Takaful covers the Vessels proportion of salvage and salvage charges, reduced in respect of any under-cover.

9.2 No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril covered against.

## **10. SISTERSHIP**

Should the Vessel hereby covered receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Participant shall have the same rights under this cover as they would have were the other vessel entirely the property of Owners not interested in the vessel hereby covered; but in such cases the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Takaful Operator and the Participant.

## **11. DUTY OF PARTICIPANT (SUE AND LABOUR)**

11.1 In case of any loss or misfortune it is the duty of the Participant and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this cover.

11.2 Subject to the provisions below the Takaful Operator will contribute to charges properly and reasonably incurred by the Participant their servants or agents for such measures. General average, salvage charge and collision defense or attack costs are not recoverable under this Clause 11.

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

11.4 When expenses are incurred pursuant to this Clause 11 the liability under this cover shall not exceed the proportion of such expenses that the amount covered hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Takaful Operator have admitted a claim for total loss and property covered by this cover is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

11.5 When a claim for total loss of the Vessel is admitted under this cover and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this cover shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be covered for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-cover.

11.6 The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this cover but shall in no circumstances exceed the amount covered under this cover in respect of the Vessel.

## **12. CONSTRUCTIVE TOTAL LOSS**

12.1 In ascertaining whether the vessel is a constructive total loss, the covered value shall be taken as the repaired value and nothing in respect of the damaged or break-up value or the Vessel or wreck shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the covered value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## **13. FREIGHT WAIVER**

In the event of total or constructive total loss no claim to be made by the Takaful Operator for freight whether notice of abandonment has been given or not

## **14. DISBURSEMENTS WARRANTY**

14.1 Additional covers as follows are permitted:

- 14.1.1 *Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery.* A sum not exceeding 25% of the value stated herein.
- 14.1.2 *Freight, Chartered Freight or Anticipated Freight, covered for time.* A sum riot exceeding 25% of the value as stated herein less any sum covered, however described, under 14.1.1.
- 14.1.3 *Freight or Hire, under- contracts for voyage.* A sum not exceeding the gross freight or hire for the current cargo passage and nest succeeding cargo passage (such cover to include, if required, a preliminary and an intermediate ballast passage) plus the charges of cover. In the case of a voyage charter where payment is made on a time basis, the sum permitted for cover shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum covered under 14.1.2 to be taken into account and only the excess thereof may be covered, which excess shall be reduced as the freight or hire is advance or earned by the gross amount so advance or earned.
- 14.1.4 *Anticipated Freight if the Vessel sails in ballast and not under Charter.* A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of cover plus the charges of cover. Any sum covered under 14.1.2 to be taken into account and only the excess thereof may be covered.
- 14.1.5 *Time Charter Hire or Charter Hire for Series of Voyages.* A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 8 months. Any sum covered under 14.1.2 to be taken into account and only the excess thereof may be covered, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum covered need not be reduced while the oral of the sums covered under 14.1.2 and 14.1.5 does not exceed 50% of the gross hire still to he earned under the charter. A cover under this Section may begin on the signing of the charter.
- 14.1.6 *Contributions.* A sum not exceeding the actual contributions of all interests covered for a period not exceeding 12 months (excluding contributions covered under the foregoing sections but including, if required, the contribution or estimated calls on any Club or War etc. Risk cover) reducing pro rata monthly.
- 14.1.7 *Returns of Contribution.* A sum not exceeding the actual returns which are allowable under any cover but which would not he recoverable thereunder in the event of a total loss of the Vessel whether by covered perils or otherwise.
- 14.1.8 *Cover irrespective of amount against:*  
Any risks excluded by Clauses 17, 18, 19 and 20 below.
- 14.2 Warranted that no cover on any interests enumerated in the foregoing 14.1.1 to 14.1.7 in excess of the amounts permitted therein and no other cover which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this cover by or for account of the Participant, Owners, Managers or Mortgagees. Provided always that a breach of this warrants shall not afford the Takaful Operator any defence to a claim by a Mortgagee who has accepted this cover without knowledge of such breach.

**15. RETURNS FOR LAY-UP AND CANCELLATION**

15.1 To return as follows:

- 15.1.1. This certificate maybe cancelled by the Participant by serving at least fifteen (15) days notice to Ayady Takaful, such notice to state when thereafter cancellation shall become effective. In such event, provided no claim has been made during the current Certificate year, the Participant shall be entitled for a return of the Takaful Contribution calculated on below mentioned short-period basis in proportion to the period of the Takaful has been in force.

SHORT TERM TABLE	
PERIOD	CONTRIBUTION REFUND
0-30 days	66%
31-90 days	46%
91-150 days	36%
151-240 days	26%
Exceeding 240 days	0%

This certificate may be cancelled by Ayady Takaful by giving written notice of cancellation to the Participant at the business address shown therein, stating when, not less than seven (07) days thereafter, such cancellation shall become effective. Similarly short-period refund of contribution will be made to the Participant for this cancellation.

Note: If the Takaful certificate is cancelled upon request of the participant, a cancellation fee of MVR 100 will be charged to compensate any administrative costs incurred

- 15.1.2 For each period of 30 consecutive days the Vessel may he laid up in a port or in a lay -up area provided such port or lay-up area is approved by the Takaful Operator (with special liberties as hereinafter allowed)

- (a)..... per cent net not under repair
- (b)..... per cent net under repair

If the Vessel is under repair during part only of a period for which a return claimable, the return shall be calculated pro rata to the number of days under (a) and (B) respectively.

## 15.2 PROVIDED ALWAYS THAT

- 15.2.1 a total loss of the Vessel, whether by covered perils or otherwise, has not occurred during the period covered by this cover or any extension thereof
- 15.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Takaful Operator but, provided the Takaful Operator agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area
- 15.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes
- 15.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly
- 15.2.5 in the event of any return recoverable under this Clause 15 being based on 30 consecutive days which fall on successive covers effected for the same Participant, this cover shall only be liable for an amount calculated at pro rata of the period rates 15.1.2 (a) and/ or (b) above for the number of days which come within the period of this cover and to which a return is actually applicable. Such overlapping period shall run, at the option of the Participant, either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under 15.1.2 (a) or (b), or 15.2.2 above.

## 16. SHARE OF NET SURPLUS (PROFIT)

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 is 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..

**The following clauses shall be paramount and shall override anything contained in this cover inconsistent therewith.**

## 17. WAR EXCLUSION

In no case shall this cover loss damage liability or expense caused by

- 17.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 17.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 17.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 18. STRIKES EXCLUSION

In no case shall this cover loss damage liability or expense caused by

- 18.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 18.2 any terrorist or any person acting from a political motive.

## 19. MALICIOUS ACTS EXCLUSION

In no case shall this cover loss damage liability or expense arising from

- 19.1 the detonation of an explosive
- 19.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## 20. NUCLEAR EXCLUSION

In no case shall this cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.