





Takaful Brunei Am SdnBhd
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MARINE CARGO CERTIFICATE WORDING

We hereby agree in consideration of the payment to us by or on behalf of the Participant of the Takaful Contribution specified herein, to cover against loss damage or expense in the manner hereinafter provided.

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

This Takaful Insurance (hereinafter called The Takaful) is Subject to English law and practice in **so far as it does not contravene any provision of the law and practice of the Shariah.**

Claims payable by the Settlement Agent stated in the Schedule.

Notwithstanding anything contained herein to the contrary, the liability under this Certificate in respect of any destruction of or damage to the subject matter of this Certificate shall not exceed its rateable proportion having regard to other Takaful or insurance, whether Marine or Fire and whether or not such other Takaful or insurance are exempted from contributing either by the existence of this Certificate or any other.

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH THE COMPANY MAY BE LIABLE

CLAIMS NOTIFICATION

In the event of loss or damage for which the Company may be liable under this Certificate immediate notice must be given to the Survey Agent stated in the Schedule.

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Participant and their Agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all right against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Participant or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful conditions.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by the responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by carriers' or other Bailees' Representative if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 (three) days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the regulations of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Participant or the Agents are advised to submit all available supporting documents without delay, including when applicable

1. Original certificate or certificate of Takaful.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage
4. Survey report or other documentary evidence to show extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

NOTICE OF LOSS CLAUSE

The holder of this Certificate is requested not to sign any Average Bond or to pay any deposit on account of General Average without first communicating with the Company's nearest Manager Branch or Agent.

In the event of damage to, or loss of the interest covered under this Certificate, no claim will be admitted by the Company unless prompt notice be given to the Survey Agent named in the Schedule.

INLAND TRANSIT (ALL RISKS) CLAUSE

Warranted held covered against All Risks of Loss and/or damage irrespective of percentage whilst in transit by road and/or rail and/or river, canal or inland waterway including transit by craft and/or ferry.

Risk to commence from the time of despatch from the Participant's warehouse and/or store and/or premises at the place named in the Certificate for the commencement of the Transit and to expire on delivery to the consignee's premises at the destination named in the Certificate or after 7 (seven) days from the time of arrival of the conveyance at destination, whichever, may first occur.

Excluding:-

1. Loss, damage or expense caused by or arising out of inherent vice or the nature of the property covered or from loss of market.
2. Loss or damage arising out/of mechanical derangement unless caused by the collision and/or overturning and/or derailment and/or stranding and/or burning and/or sinking of the conveyance.
3. Loss or damage arising as the consequence of hostilities or warlike operations (whether there be a declaration or not), civil war, revolution, rebellion, insurrection, civil strife arising therefrom or hijack.
4. Loss or damage caused by strikers, locked out workmen or persons taking part in labour disturbance, riots or civil commotions.

Warranted free from liability for loss of or damage to goods whilst in the custody or care of any carrier or other bailee who may be liable for such loss or damage but only to the extent of such carrier's or bailee's liability.

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (COVERED VALUE) CLAUSE (AMENDED)

- (a) It is hereby agreed that this Certificate covers the risk of Theft and/or Pilferage of an entire package only. No liability for loss to attach hereto unless notice or survey has been given to the Company's Agent within 10 (ten) days of the expiry of risk under the Certificate.
- (b) It is hereby agreed that this Certificate covers the risk of Non-Delivery of an entire package for which the liability of the ship owner or other Carrier is limited, reduced or negated by the Contract of Carriage by reason of the value of goods. The Company to be entitled to any amount recovered from the Carrier or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

CLAUSES AND CONDITIONS (Applicable if specifically stated in the Schedule)

- 1) Institute Cargo Clauses (A) 1/1/82
- 2) Institute Cargo Clauses (B) 1/1/82
- 3) Institute Cargo Clauses (C) 1/1/82
- 4) Institute War Clauses (Cargo) 1/1/82
- 5) Institute Strike Clauses (Cargo) 1/1/82
- 6) Institute Cargo Clauses All Risks 1/1/82
(Air) (excluding sendings by Post) 1/1/82
- 7) Institute Strike Clauses (Air Cargo) 1/1/82
- 8) Institute War Clauses (Air Cargo) (Excluding sendings by post) 1/1/92
- 9) Institute Frozen Food Clauses (A) (Excluding Frozen Meat) 1/8/92
- 10) Institute Frozen Food Clauses (C) (Excluding Frozen Meat) 1/8/82
- 11) Institute Strike Clauses (Frozen Food) (Excluding Frozen Meat) 1/8/82
- 12) Institute Frozen Meat Clauses (A) 1/1/86
- 13) Institute Frozen Meat Clauses (A) - 24 Hours Breakdown 1/1/86
- 14) Institute Frozen Meat Clauses (C) - 24 Hours Breakdown
- 15) Institute Strikes Clauses (Frozen Meat) 1/1/86
- 16) Institute Bulk Oil Clauses 1/2/83
- 17) Institute Strike Clauses (Bulk Oil) 1/2/83
- 18) Institute Commodity Trades Clauses (A) 5/9/83
- 19) Institute Commodity Trades Clauses (B) 5/9/83
- 20) Institute Commodity Trades Clauses (C) 5/9/83
- 21) Institute War Clauses (Commodity Trades) 5/9/83
- 22) Institute Strike Clauses (Commodity Trades) 5/9/83
- 23) Institute FOSFA Trade Clauses (A) 1/7/85
- 24) Institute FOSFA Trade Clauses (B) 1/7/85
- 25) Institute FOSFA Trade Clauses (C) 1/7/85
- 26) Institute War Clause (FOSFA Trades) 1/7/85
- 27) Institute Strike Clause (FOSFA Trades) 1/7/85
- 28) Institute Timber Trade Federation Clauses 1/4/86
- 29) Institute Strike Clauses (Timber Trade Federation) 1/4/86
- 30) Institute Classification Clause
- 31) Institute Replacement Clause
- 32) Malicious Damage Clause (For use in Institute Cargo Clauses (B) & (C))
- 33) Duty Takaful Clause
- 34) Label Clause
- 35) Port Delay Clause
- 36) Institute Theft, Pilferage and Non-Delivery (Covered Value) Clause (Amended)

- 37) Deferred Unpacking Clause
- 38) Postal Clause
- 39) Inland Transit (All Risks) Clause
- 40) Inland Transport Clause
- 41) Temporary Storage Clause
- 42) Institute Radioactive Contamination Exclusion Clause
- 43) This Takaful commences from the time of leaving the premises of the consignor and cover loss or damage occasioned by Fire, Collision, Explosion, Overturning, Breakdown of Bridges or other accidents of a like nature to the conveyance during transit, including the risks of strikes, riots and civil commotions.
- 44) Including Total Loss of any package loss over boat or dropped whilst loading on to or unloading from vessel or craft in the ordinary course of transit.
- 45) Covering transit to any Indian Port(s) 'Against All Risks' from whatsoever cause or nature as per the Institute Cargo Clauses (All Risks), including the risks of War and SRCC risks as per Institute Cargo Clauses (War) and Institute Cargo Clauses (SRCC), irrespective of percentage including the risks of leakage and contamination, loss in weight resulting from reconditioning in the event of contamination will be paid irrespective of percentage. The cover is from storage tanks of the sellers to the storage tanks of buyers in India.
- 46) Warranted with average irrespective of percentage as per Institute Cargo Clauses (W.A) including the risks of war, strikes, riots and civil commotion as per Institute War Clauses. Including the risks of theft, pilferage and non-delivery of an entire bag as per Institute Theft, Pilferage and Non-Delivery (Insured Value) Clause. Warranted shipped under deck.
- 47) Institute Raw Sugar Clause (in Bulk) 1/11/67
 Institute Strikes, Riot and Civil Commotions Clause (Raw Sugar) 1/11/67
 Institute War Clauses (Raw Sugar) 11/3/80
 Institute Classification Clause
 Notwithstanding anything to the contrary contained in the average clause of Raw Sugar Clauses, it is understood and agreed that claim for shortage shall be subject to an excess of 0.03% on the whole shipment.
- 48) Including The Risks Of Rain Water Damage
- 49) Excluding The Risks Of Cargo Sweating

SPECIAL CLAUSES OR CONDITIONS

Applicable to this Takaful if identified in the Schedule

Institute Replacement Clauses

In the event of loss of or damage to any part or parts of the covered machine caused by a peril covered by the Certificate the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount covered in which case loss, if any sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of the Company exceed value of the complete machine.

Duty Takaful Clause

On increase value of cargo by reason of payment of duty at the port or place of destination. Subject to the same clauses and conditions in the cover on cargo and to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of :-

- a) Total loss of whole or part of the cargo prior the duty becoming payable.
- b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the duty becoming payable. In ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty which may become allowable.

Malicious Damage Clause (For use with Institute Cargo Clauses (B) and (C))

In consideration of an additional takaful contribution, it is hereby agreed that Clause 4.7 of the Institute Cargo Clauses is deemed to be deleted and further that this Certificate cover loss of or damage to the subject matter covered caused by malicious acts, vandalism or sabotage, subject always to the other exclusions contained in this takaful.

Derangement Clause

Excluding electrical and mechanical Derangement unless caused by a peril covered against.

Containers on Deck Clause

Container Trailer Shipments covered whether shipped above or below deck.

Rust Clause

Excluding rust, oxidation and discolouration and excluding twisting and bending unless caused by a peril covered against.

Labels Clause

Warranted free from any claim in consequence of labels being washed off or damaged but to pay the cost of relabelling if the damaged to, or loss of labels is caused by a peril covered against.

Port Delay Clause

Notwithstanding the provision of Clause 8 of the Institute Cargo Clauses, this Certificate shall terminate on the expiry of 60 (sixty) days from midnight on the day of arrival of the overseas vessel at the final port of discharge of the goods hereby covered if their discharge, has not by then been completed. Thereafter subject to prompt notice being given to underwriters the goods shall be held covered for a period and at a takaful contribution to be arranged. The period of up to 60 (sixty) days specified above or any extension thereof shall nevertheless terminate immediately upon completion of discharge overseas from the overseas vessel and continuation of cover shall thereupon be governed by the provisions of Clause 8 of the Institute Cargo Clauses or any amendments thereto.

Arrival shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth and/or places within the Harbour Authority area. If such a berth and/or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at/or off the intended discharge port to await a discharge berth.

Postal Clause

From the time of posting until safely delivered and addressed against All Risks of Transit. Warranted free of loss or damage caused by atmospheric or climatic conditions, or from wear and tear, gradual deterioration or depreciation or both moth or vermin, or delay and consequential loss. Signature and Post office form or receipt with seals intact shall be deemed proof of safe delivery.

Institute Classification Clause

The marine transit rated agreed for this Takaful apply only to cargoes and/or interest carried by mechanically self-propelled vessels of steel construction, classed as below by one of the following classification societies

Llyod's Register	... 100A1 or B.S)		Provided such vessels are
American Bureau of Shipping	... * AI)		I) Not over 15 years of age , OR
Bureau Veritas	... * 1 3/3, E *)		II) Over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.
Germannischer Llyod	... * 100 A4)		
Korean Register of Shipping	... * K R S I)		
Nippon Kaji Kyokai	... NS *)	CLASS	Chartered vessels and also vessels under 1000 G.R.T. which are mechanically self-propelled and of steel construction must be classed as above and not over 15 years of age
Norske Veritas	... * 1A1)		
Registro Italiano	... * 100A 1.1 Nav.L)		
Register of Shipping of the U.S.S.R.	... * 4/1 C or KM ☉)	WITHOUT ANY MODIFICATION	The requirements of the Institute Classification Clause do not apply to any craft, raft or lighter, used to load or unload the vessels, whilst they are within the port area.
Polish Register of Shipping	... * KM)		Cargoes and/or interest carried by mechanically self-propelled vessels not failing within the scope of the above are held covered subject to a takaful contribution and on conditions to be agreed.

DEDUCTIBLE CLAUSE A

It is hereby declared and agreed that the Company shall only be liable for the excess as specified in the Schedule of the amount covered hereunder as the deductible in respect of loss or damage recoverable under this Certificate but unless general, or the ship be stranded, sunk or burnt, in compliance with the standard from of English Marine Certificate.

PAIR & SET CLAUSE

Where any covered item consists or articles in a pair or set this Certificate is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such articles or articles may have as part of such pair or set; not more than a proportionate part of the covered value of the pair or set.