

"These clauses are purely illustrative. Different PMD conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:

- (a) in relation to any clause which excludes losses from the cover, Takaful Operator may agree a separate Takaful PMD covering such losses or may extend the clause to cover such events;
- (b) in relation to clauses making cover of certain risks subject to specific conditions each Window Takaful Operator may alter the said conditions".

1/1/82

(FOR USE ONLY WITH THE NEW MARINE PMD FORM)

## INSTITUTE STRIKES CLAUSES (CARGO)

### RISKS COVERED

- 1** This Takaful covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter covered caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any terrorist or any person acting from a political motive.
- 2** This Takaful 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 a risk covered under these clauses.

Risks  
Clause

General  
Average  
Clause

### EXCLUSIONS

- 3** In no case shall this Takaful cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Participant
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter covered
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter covered (for the purpose of this Clause 3.3 "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 Takaful or by the Participant or their servants)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter covered
  - 3.5 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)
  - 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 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
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 4** 4.1 In no case shall this Takaful cover loss damage or expense arising from unseaworthiness of vessel 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.
- 4.2 The Takaful Operator 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.

General  
Exclusions  
Clause

Unseaworthiness  
and Unfitness  
Exclusion  
Clause

### DURATION

- 5** 5.1 This Takaful 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
- 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
  - 5.1.2 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
    - 5.1.2.1 for storage other than in the ordinary course of transit or
    - 5.1.2.2 for allocation or distribution,or
  - 5.1.3 on the expiry of 60 days after completion of discharge oversee of the goods hereby covered from the oversea vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge oversee from the oversea vessel at the final port of discharge, but prior to termination of this Takaful, the goods are to be forwarded to a destination other than that to which they are covered hereunder, this Takaful, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This Takaful shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Participant, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Transit  
Clause

(Continued)

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| 6   | 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 5 above, then this Takaful shall also terminate unless prompt notice is given to the Takaful Operator and continuation of cover is requested when the Takaful shall remain in force, subject to an additional contribution if required by the Takaful Operator, either | Termination of Contract of Carriage Clause |
| 6.1 | 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 or place, whichever shall first occur,   |  |
|     | or   |  |
| 6.2 | if the goods are forwarded within the said period of 60 days (or any agreed thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.  |  |
| 7   | Where, after attachment of this Takaful, the destination is changed by the Participant, <i>held covered at a contribution and on conditions to be arranged subject to prompt notice being given to the Takaful Operator.</i>   | Change of Voyage Clause                    |

**CLAIMS**

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| 8 | 8.1 In order to recover under this Takaful the Participant must have a coverable interest in the subject-matter covered at the time of the loss.  | Coverable Interest Clause |
|   | 8.2 Subject to 8.1 above, the Participant shall be entitled to recover for covered loss occurring during the period covered by this Takaful, notwithstanding that the loss occurred before the contract of Takaful was concluded, unless the Participant were aware of the loss and the Takaful Operators were not.   |                           |
| 9 | 9.1 If any Increased Value Takaful is effected by the Participant on the cargo covered herein the agreed value of the cargo shall be deemed to be increased to the total amount covered under this Takaful and all Increased Value Takafuls covering the loss, and liability under this Takaful shall be in such proportion as the sum covered herein bears to such total amount covered.<br><br>In the event of claim the Participant shall provide the Takaful Operator with evidence of the amounts covered under all other Takaful/Insurances.  | Increased Value Clause    |
|   | 9.2 <b>Where this Takaful is on Increased Value the following clause shall apply:</b><br>The agreed value of the cargo shall be deemed to be equal to the total amount covered under the primary Takaful and all Increased Value Takafuls covering the loss and effected on the cargo by the Participant, and liability under this Takaful shall be in such proportion as the sum covered herein bears to such total amount covered.<br><br>In the event of claim the Participant shall provide the Takaful Operator with evidence of the amounts covered under all other Takaful/Insurances. |                           |

**BENEFIT OF TAKAFUL**

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| 10 | This Takaful shall not inure to the benefit of the carrier or other bailee. | Not to Inure Clause |
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**MINIMISING LOSSES**

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| 11 | It is the duty of the Participant and their servants and agents in respect of loss recoverable hereunder   | Duty of Participant Clause |
|    | 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and   |                            |
|    | 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Participant Takaful Fund (PTF) will in addition to any loss recoverable hereunder, indemnify the Participant for any charges properly and reasonably incurred in pursuance of these duties. |                            |
| 12 | 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.   | Waiver Clause              |

**AVOIDANCE OF DELAY**

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| 13 | It is a condition of this Takaful that the Participant shall act with reasonable despatch in all circumstances within their control. | Reasonable Despatch Clause |
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**LAW AND PRACTICE**

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| 14 | This Takaful is subject to English law and practice. | English Law and Practice Clause |
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*NOTE:— It is necessary for the Participant when they become aware of an event which is “held covered” under this Takaful to give prompt notice to the Takaful Operator and the right to such cover is dependent upon compliance with this obligation.*  
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