

- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such Takaful terminates in accordance with 5.1.2. If the subject-matter covered is subsequently reshipped to the original or any other destination, then *provided notice is given to the Takaful Operator before the commencement of such further transit and subject to an additional contribution, such Takaful reattaches*
- 5.3.1 in the case of the subject-matter covered having been discharged, as the subject-matter covered and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final part of discharge;
- thereafter such Takaful terminates in accordance with 5.1.4.
- 5.4 The Takaful against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter covered or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Takaful Operator.
- 5.5 *Subject to prompt notice to Takaful Operator, and to an additional contribution if required, this Takaful shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.*

(For the purpose of Clause 5

“arrival” shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth 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 port or place of discharge

“oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

- 6 Where, after attachment of this Takaful, 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 Takaful Operator.* Change of Voyage Clause
- 7 **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

- 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 Operator 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 Takaful/insurances covering the loss, and liability under this Takaful shall be in such proportion as the sum covered herein bears to such total amount covered. Increased Value Clause
- In the event of claim the Participant shall provide the Underwriters with evidence of the amounts covered under all other Takaful/insurances.
- 9.2 **Where this Takaful 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 Takaful and all Increased Value Takaful/insurances 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.
- In the event of claim the Participant shall provide the Underwriters with evidence of the amounts covered under all other Takaful/insurances.

BENEFIT OF TAKAFUL

- 10 This Takaful shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

- 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. Waiver Clause
- 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.

AVOIDANCE OF DELAY

- 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

LAW AND PRACTICE

- 14 This Takaful is subject to English law and practice. English Law and Practice Clause

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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