

## **ROAD/RAIL CARGO CLAUSES (B)**

### **RISKS COVERED**

1. This Takaful covers, except as excluded by the provisions of Clauses 2,3,4 and 5 below loss of or damage to the subject-matter covered reasonably attributed to
  - 1.1) Fire or explosion
  - 1.2) Overturning or derailment of conveyance
  - 1.3) Collision or contact of conveyance with any external object other than water
  - 1.4) Breakage of bridges.

### **EXCLUSIONS**

2. In no case shall this Takaful cover
  - 2.1 loss, damage or expense attributable to willful misconduct of the Participant
  - 2.2 ordinary leakage, ordinary losses in weight or volume, or ordinary wear and tear of the subject-matter covered
  - 2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter covered to withstand the ordinary incidents of the covered transit where such packing or preparation is carried out by the Participant or their employees or prior to the attachment of this Takaful (for the purpose of this clause "packing" shall be deemed to include stowage in a container and employees shall not include independent contractors)
  - 2.4 loss, damage or expense caused by inherent vice or nature of the subject-matter covered
  - 2.5 loss, damage or expense attributable to delay, even though the delay be caused by a risk covered against
    - 2.6.1 loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the conveyance
    - 2.6.2 loss, damage or expense arising from theft or criminal misappropriation or criminal breach of trust by carriers or their subagents or sub contractors and or their drivers/employees
  - 2.7 deliberate damage to or deliberate destruction of the subject-matter covered or any part thereof by the wrongful act of any person or persons
  - 2.8 loss, damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. 3.1 In no case shall this Takaful cover loss, damage or expense arising from unfitness of land conveyance, or container for the safe carriage of the subject-matter covered, where the Participant or their employees are privy to such unfitness, at the time the subject-matter covered is loaded therein.
  - 3.2 The Takaful Operator waives any breach of the implied warranties of fitness of the conveyance to carry the subject matter covered to destination, unless the Participant or their employees are privy to such unfitness.
4. In no case shall this Takaful cover loss, damage or expense caused by
  - 4.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
  - 4.2 capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat
  - 4.3 mines, bombs or other weapons of war.
5. In no case shall this Takaful cover loss, damage or expense
  - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

- 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
- 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted.
- 5.4 any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

- 6. 6.1 This Takaful attaches from the time the goods are being loaded onto the conveyance at 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
  - 6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of Takaful.
  - 6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of Takaful, which the Participant or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3 when the Participant or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4 on the expiry of 3 days after arrival of the carrying conveyance at the destination named herein, whichever shall first occur.
- 6.2 This Takaful shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 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 the carriers under the contract of carriage.

### Termination of Contract of Carriage Clause

- 7. If owing to circumstances beyond the control of the Participant either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject matter covered as provided for in Clause 6 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.

An additional contribution shall be given to the PTF if required by the Takaful Operator on behalf of the Participant Takaful Fund (PTF), either

- 7.1 until the subject-matter covered is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 3 days after arrival of the subject-matter hereby covered at such place, whichever shall first occur
- or
- 7.2 if the subject-matter covered is forwarded within the said period of 3 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

### Change of Voyage Clause

- 8. Where, after attachment of this Takaful, the destination is changed by the Participant, this must be notified promptly to Takaful Operator for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover

would have been available at a reasonable commercial market rate on reasonable market terms.

## **CLAIMS**

### Coverable Interest

- 9.** 9.1 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.
- 9.2 Subject to 9.1 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.

### Forwarding Charges

- 10.** Where, as a result of the operation of a risk covered by this Takaful, the covered transit is terminated at a port or place other than that to which the subject -matter is covered under this Takaful, the Participant Takaful Fund (PTF) will indemnify the Participant for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter covered to the destination to which it is covered hereunder.

This clause 10, shall be subject to the exclusions contained in Clauses 2,3,4, and 5 above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the Participant or their employees.

### Constructive Total Loss

- 11.** No claim for Constructive total loss shall be recoverable hereunder unless the subject-matter covered is reasonably abandoned either on account of its actual loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is covered would exceed its value on arrival.

## **BENEFIT OF TAKAFUL**

- 12.** This Takaful
  - 12.1 covers the Participant which includes the person claiming indemnity either as the person by or on whose behalf the contract of Takaful was effected or as an assignee,
  - 12.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMIZING LOSSES**

### Duty of Participant

- 13.** It is duty of the Participant and their employees and agents in respect of loss recoverable hereunder
  - 13.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
  - 13.2 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

- 14.** 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

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

### Law and Practice

- 16.** This Takaful is subject to English law and practice.

**NOTE:** Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation 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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