

Please read this Product Disclosure Sheet before you decide to participate in the Marine Cargo Takaful. Please be sure to also read the general terms and conditions.

### 1. What is this product about?

This product will cover your goods from loss or damage while being transported. This product encompasses transportation by Sea, Air and Land.

### 2. What are the Shariah concepts applicable?

This product applies the following Shariah concepts:

1. **Tabarru'** means donation for charitable purposes. Under this product, the participant donates a portion of the contribution to the General Takaful Fund (GTF) to help other participants.
2. **Wakalah** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this product, the participant authorizes the company to manage the GTF and in return, the company will receive a wakalah fee.
3. **Ju'alah** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this product, the participant allows the company to receive a portion of distributable surplus arising from the GTF as performance incentive for the Company's achievement in managing the GTF which results in the surplus.
4. **Qard** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this product, the company will lend an amount of money to the GTF without interest if the GTF is in deficit.

### 3. What are the covers / benefits provided?

This product covers:

#### a) Institute Cargo Clauses (A) 1.1.82 / 1.1.09

This is the widest form of cover. This Certificate covers all risk of loss of or damage to the goods except as provided under the Exclusions.

#### b) Institute Cargo Clauses (B) 1.1.82 / 1.1.09

This Certificate covers against loss of or damage to the goods attributable to or caused by

- Fire or explosion
- Vessel or craft being stranded, grounded, sunk or capsized
- Overturning or derailment of land conveyance
- Collision or contact of vessel, craft or conveyance with any external object other than water
- Discharge of cargo at a port of distress
- Earthquake, volcanic eruption or lightning
- General average sacrifice
- Jettison or washing overboard
- Entry of sea, lake or river water into vessel, craft, hold, conveyance, container or place of storage
- Total loss of any package lost overboard or dropped whilst loading on to, or unloading from vessel or craft
- General average and salvage charges

#### c) Institute Cargo Clauses (C) 1.1.82 / 1.1.09

This Certificate covers against loss of or damage to the goods attributable to or caused by

- Fire or explosion
- Vessel or craft being stranded, grounded, sunk or capsized
- Overturning or derailment of land conveyance
- Collision or contact of vessel, craft or conveyance with any external object other than water
- Discharge of cargo at a port of distress
- General average sacrifice
- Jettison
- General average and salvage charges

In addition to the above coverage, you may extend to the following risks by paying additional contribution:

- War as provided under the Institute War Clauses (Cargo)
- Strikes as provided under the Institute Strikes Clauses (Cargo)

Duration of cover:

Except for War Risks cover, Certificate effected under A, B & C commences from the time the goods leave the warehouse or place of storage and terminates either on delivery to the final warehouse at the destination or, on delivery.

#### 4. How much contribution do I have to pay?

The total annual contribution that you have to pay may vary depending on the risk exposure, sum covered, nature of your business and our underwriting requirements.

Subject to a minimum contribution of RM75.00.

#### 5. What are the fees and charges that I have to pay?

Type	Amount
Wakalah Fees	45% of contribution of which: - Commission – 15% - Other expenses – 30%
Stamp Duty	RM10.00
Service Tax	6% of the contribution paid

#### 6. What are some of the key terms and conditions that I should be aware of?

Some of the key terms and conditions that you should be aware of are:

##### ▪ **Duty of Disclosure**

##### **Non-Consumer Takaful Contract**

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of takaful. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us. You also have a duty to tell us immediately if at any time after your contract of takaful has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this takaful) is inaccurate or has changed.

- **Change in Risk** - you must inform the company or your agent in writing of any material changes during the certificate period so that the necessary amendments are endorsed into your certificate.
- **Duty of Participant** - you shall take all reasonable precautions for the safety of the property covered.
- You must ensure that your property are covered at the appropriate amount, either on:
  - a) **Market value basis** – we will pay the full cost of repairing the damaged property less the amount for wear, tear and depreciation.
  - b) **Replacement value basis** – we will reinstate, repair or replace the loss or damaged property without any deductions being made for wear, tear or depreciation provided that the sum covered is adequate to cover the total cost of replacing.
- **Under coverage** – you must ensure that the sum covered is adequate, otherwise, average condition will apply for under coverage at the time of loss. You shall be considered as covering for yourself the difference and shall bear the rateable proportion of the loss accordingly.
- **Excess** - is the first amount of loss that you have to bear in the event of a claim.

#### 7. What are the major exclusions under this product?

This Product does not cover certain losses, such as:

- i) Willful misconduct of Participant.
- ii) Ordinary leakage, loss in weight or volume.
- iii) Insufficient or unsuitable packing.
- iv) Inherent vice of cargo.
- v) Loss caused by delay.
- vi) Insolvency or of financial default of owners.
- vii) Unseaworthiness of vessel.
- viii) War and Strike, Riot & Civil Commotion unless the Certificate is extended to include these perils.
- ix) Any other events prohibited by Shariah principles.

##### **Note:**

This list is non-exhaustive. Please refer to the Certificate for the full list of exclusions under this product.

#### 8. Can I cancel my certificate?

You may cancel your certificate at any time by giving a written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution provided you have not made any claim.

**9. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

**10. Where can I get further information?**

Should you require additional information on the Marine Cargo Takaful, you can contact us or any of our branches or from our agent.

If you have any queries, please contact us at:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)]

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Website: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

**11. Other similar types of takaful cover available.**

Please refer to our branches or agents for other similar types of cover available.

**IMPORTANT NOTE:**

**YOU SHOULD READ AND UNDERSTAND THIS PRODUCT AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

Syarikat Takaful Malaysia Am Berhad is licensed under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 1 August 2020.