

powers hereunder, all benefit under this Policy shall be forfeited.

The Participant shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

12. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on his behalf to obtain any benefit under this Policy or, if the loss or damage be occasioned by the willful act or with the connivance of the Participant, or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 18th condition of this Policy) within three months after the Tribunal shall have made its award, all benefit under this Policy shall be forfeited.
13. The Company may at its own option arrange to reinstate or replace the Property damaged or destroyed, or any part thereof instead of arranging the payment of the amount of the loss or damage or may join with any other Company or Takaful Operator in doing so, but the Company shall not be bound to arrange to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to arrange to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the sum covered by the Company thereon.

If the Company so elects to arrange the reinstatement or replacement of any property the Participant shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view of reinstatement or replacement shall be deemed in election by the Company to arrange the reinstatement or replacement.

If in any case the Company shall be unable to arrange the reinstatement or replacement of the property hereby covered, because of any municipal or other regulation in force affecting the alignment of streets, or the construction of buildings, or otherwise, in every such case, only the sum will be paid as it as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
14. The Participant shall, at the expense of the Fund, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Fund shall be or would become entitled or subrogated, upon the payment for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification under this Policy.
15. If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Policy(s) of Takaful or Conventional Insurance Policies, whether effected by the Participant or by any other person(s), covering the same property, no payment shall be made or contributed more than rate able proportion under this Policy of such loss or damage.
16. If the property hereby covered shall, at the breaking out of any fire, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as bearing the risk himself for the difference, and shall bear a rate able proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately taken into consideration subject to this condition.
17. Where any dispute arises under a policy or over a claim under a policy issued by the Company the party to the dispute may take-up the case before the Insurance Tribunal in accordance with the provisions of Insurance Ordinance XXXIX of 2000. This shall be a condition precedent to any legal proceedings to be resorted to by either party.
18. No payment will affect for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration
19. Every notice and other communication to the Company required by these Conditions must be written or printed.
20. The Company or any of the authorized representatives of the Company shall have the right to access any time to the risk and or the premises.

TAKAFUL OPERATOR FEES

The Company shall deduct Operator's fee as per defined ratio approved by Shariah Advisory Board out of the Contribution received under this policy. Such fee shall be based on the Wakala principle since the Company hereby acts as a Wakeel of the Fund.

INVESTMENT MANAGEMENT SHARE

The Company shall act as a Mudarib or Wakeel for the purpose of managing the investment of the participant's Contribution. As such, the Company stands entitled to a Mudarib share or Wakalatul Istismar fee in the investment income subject to approval by the Shariah Advisory Board.

SURPLUS DISTRIBUTION

- Operator may hold a portion of the surplus
- As a contingency reserve (over and above the technical provisions)
 - For charity
 - The rest of the surplus may be distributed to participants in proportion to the contributions to the PTF net of any risk related claims, which they may have received during the undervaluation period.

IMPORTANT

The Participants should, for his own protection, examine this policy to ascertain whether it is in accordance with his intentions and correctly described, if any error or misdescription is found the same should immediately be intimated to the company for correction.



**PAK-QATAR
GENERAL TAKAFUL**

FIRE TAKAFUL POLICY Participant's Membership Document

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This document may be called **Participant's Membership Document** (hereinafter referred to interchangeably as "scheme" or "policy") as defined in the Takaful Rules, 2005.

FIRE TAKAFUL POLICY

PREAMBLE

This is to acknowledge that the applicant (hereinafter called the 'Participant'), as more fully described in the schedule hereto:

- i Is accepted as a member of the Participants' Takaful Fund (hereinafter called the 'Fund') operated by Pak Qatar General Takaful Limited (hereinafter called the 'Company').
- ii Being a member of the Fund, he/she is acknowledged as a beneficiary under the attached Indemnity Policy of the Fund, and of the benefits declared by the Fund from time to time under this policy, in accordance with the Waqf Rules governing the Fund.
- iii Subject to the participant continuing as a member of the Fund and complying with his/her undertaking under his/her declaration made in the proposal form, he/she is indemnified by the Fund as one of its beneficiaries against the perils/events described, in the manner and to the extent as stated hereunder.

CONDITIONS PRECEDENT

- i. No payment in respect of any Contribution shall be deemed to be payment to the Company unless a printed form of receipt for the same, signed by an authorized official of the Company, shall have been given to the Participant.
- ii. Notwithstanding anything above, cover under this policy shall not commence until the Contribution, as stated in the schedule hereof, has been paid or guaranteed to be paid in the manner as stated in the schedule or as expressly agreed and stated therein.

Whereas the Participant has made a payment (described in the Schedule) as Contribution to the Fund and accepting the same the Company hereby agrees that (subject to Conditions contained herein or endorse or otherwise expressed hereon which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Participant to recover hereunder) the Property covered vide this Policy as described in the said Schedule, or any part of such Property, be destroyed or damaged by Fire and/or Lightning at any time before 4 O'clock in the afternoon of the last day of the Period of Policy named in the said Schedule, the Participant will be paid for the value of the property at the time of the happening of its destruction or the amount of such damage or at Company's option it will be reinstated or replaced.

Provided that the amount of indemnification shall in no case exceed, in respect of each item, the sum expressed in the said Schedule to be covered thereon or in the whole, the total sum covered hereby or such other sum or sums as may be substituted thereof, by memorandum hereon, or attached hereto, signed by or on behalf of the Company.

CONDITIONS

1. If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, or any misrepresentation as to any fact, material to be known for estimating the risk, or any omission to state such fact, no indemnification shall be made under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. The Participant shall give notice to the Company of any Policy(s) of Takaful or Conventional Insurance policies already effected, or which may subsequently be affected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Policy(s) of Takaful or Conventional Insurance(s) be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
3. All coverage under this Policy
 - i. on any building or part of any building
 - ii. on any property contained in building
 - iii. on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
 - a) of such building or of any part thereof,
 - b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

And provided that such fall or displacement is not caused by fire or an allied peril covered under this Policy or would be covered if such building, range of buildings or structure were covered under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire or an allied peril covered under this Policy, as aforesaid shall be upon the Participant.

4. (i) This Policy does not cover:
 - (a) Loss by theft during or after the occurrence of a fire,
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 6 "f") or by its undergoing any heating, or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - i. The burning of property by order of any public authority
 - ii. Subterranean fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons' material.
 - (ii) This Policy does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of the Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.
 - (iii) This Policy does not cover costs and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property covered caused by pollution or contamination resulting from a peril hereby covered against.
5. This Policy does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped powers, Martial Law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

- (e) Any act of terrorism.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Policy except to the extent that the Participant shall prove that such loss or damage happened independently of the existence of such abnormal condition.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Participant.

6. Unless otherwise expressly stated, this Policy does not cover:
 - a) Goods held in trust or on commission
 - b) Bullion or unset precious stones.
 - c) Any curiosity or work of art for any amount exceeding Rs. 10,000/
 - d) Manuscript, plans, drawings or designs, patterns, models or moulds.
 - e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, computer system records.
 - f) Coal against loss or damage occasioned by its own spontaneous combustion.
 - g) Explosives.
 - h) Any loss or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
 - i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise of forests, bush, prairie, pampas, or jungle and clearing of lands by fire.
7. Under any of the following circumstances this Policy ceases to attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
 - a) If the trade or manufacture carried on be altered, or if the nature of occupation of or other circumstances affecting the building covered or containing the covered property be changed in such a way as to increase the risk of loss or damage by fire.
 - b) If the building covered or containing the covered property become unoccupied and so remained for a period of more than 30 days
 - c) If the property covered be removed to any building or place other than that in which it is herein stated to be covered.
 - d) If the interest in the property covered pass from the Participant otherwise than by will or operation of law.
8. This Policy does not cover any loss or damage to property which at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Policy be covered by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Takaful not been effected.
9. On the happening of any loss or damage, the Participant shall forthwith give notice thereof to the Company, and shall deliver the following to the Company within 15 days after the loss or damage or such further time as the Company may allow in writing in this regard :
 - (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind.
 - (b) Particulars of all other Takaful(s) and/or other conventional insurance(s), if any.

The Participant shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans specification, books, vouchers, invoices, duplicates or copies thereof, documents, proofs, and information will respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability or the Company as may be reasonably required by or on behalf of the Company together with a declaration of oath or other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

10. This Policy may at any time be terminated at the option of the Company, on 14 days' notice to that effect being given to the Participant at his last known address. In that case, the Participant shall be given an amount equivalent to a rate able proportion of the contribution for the unexpired Period of Policy from the date of such cancellation. This Policy may also be terminated at any time at the request of the Participant, in which case the Participant will be paid an amount equivalent to the actual contribution made initially by him/her, less the amount worked as per the following scale applicable to the period during which the policy has been in force:

Period not exceeding	Short period rates as Percentage of Annual Contribution
10 days	10%
1 month	20%
1 1/2 months	25%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Over 9 months	full annual contribution

However, no refund shall be allowed if any claim has arisen during the period this Policy has been in force.

11. On the happening of any loss or damage to any of the property covered by this Policy the Company may
 - (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
 - (b) take possession of or require to be delivered to it any property of the Participant in the building or on the premises at the time of the loss or damage
 - (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
 - (d) sell any such property or dispose of the same for account of whom may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Participant that he/she makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Participant or diminish its right to rely upon any of the conditions of this Policy, in answer to any claim.

If the Participant or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its