

- b) Any loss or damage or liability, if any act or event out of or in course of which such loss, damage or liability arises, constitutes or is a part of or is committed or happens whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities, or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or martial law or loss or damage to the Participant property or any part thereof resulting from abandonment, confiscation, requisition, detention or legal or illegal occupation of such property by any person or authority.

In any claim and in any action, suit or other proceeding to enforce a claim under this takaful for loss or damage or liability the BURDEN OF PROVING that the loss, damage or liability does not fall within this exclusion 8 (b) shall be upon the Participant;

- c) Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial device traveling at sonic or super sonic speeds.
- 9) 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.

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**

HOME 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.

HOME 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.

Where the Participant named in the Schedule residing at the Participant's Dwelling described in the schedule has by a signed proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein applied to the Pak-Qatar General Takaful Limited (hereinafter called "the Company") for takaful against the Contingencies hereinafter expressed.

Now This Policy witnesseth that in the consequent of the Participant paying to the Company the Contribution stated in the schedule.

The Company Agrees (subject to the conditions contained herein or endorsed 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) that in the event of happening of any of the said Contingencies during the period of Takaful stated in the schedule or in any subsequent period in respect of which the Participant shall pay to the Company and it shall accept the Contribution required for the renewal of this takaful the Company will by payment, reinstatement or repair indemnify the Participant as hereinafter provided.

SECTION ONE: BUILDING

This section covers the building(s) of the private dwelling(s) named in the schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

ALSO COVERED ARE

- (a) the interior decorations and the landlord's fixtures and fittings within buildings, and
- (b) the domestic outbuildings, garages, walls, gates and fences

all owned by the Participant or for which the Participant is legally responsible and within the premises named in the schedule.

The buildings are covered against loss or damage directly caused by:

1. FIRE, LIGHTNING or EXPLOSION
2. AIRCRAFT and other aerial devices or articles dropped therefrom
3. EARTHQUAKE FIRE & SHOCK
4. STORM or TEMPEST, FLOOD EXCLUDING subsidence, landslip, howsoever caused; loss or damage to domestic outbuildings, walls, gates, fences.
5. BURSTING or overflowing of water tanks, apparatus or pipes EXCLUDING loss or damage whilst the Building(s) are unfurnished; loss or damage to domestic outbuilding, walls, gates, fences.
6. IMPACT by any vehicle or animal EXCLUDING loss or damage caused by any vehicle or animal belonging to or under the control of the Participant or any permanent member of his household.
7. ANY PERSON TAKING PART IN A RIOT OR STRIKE, (AS DEFINED in attached clause) EXCLUDING any loss or damage whilst the building(s) are unfurnished.
8. ANY PERSON ACTING WITH MALICIOUS INTENT (as defined in attached clauses) EXCLUDING loss or damage whilst the building(s) are unfurnished.
9. ACCIDENTAL BREAKAGE OF FIXED GLASS EXCLUDING loss or damage whilst the building(s) are unfurnished.
10. FALLING TREES EXCLUDING loss or damage caused through lopping, topping and/or felling.
11. THE COST OF REPAIRING accidental damage to the underground water tanks, supply pipes, underground gas pipes or underground electricity cables extending from building to the public mains.

SECTION TWO: CONTENTS

This section covers the contents within the private dwelling(s) named in the Schedule, constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

The word "Contents" means household goods and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the Participant or of any permanent member of his household.

EXCLUDING motor vehicles, caravans, trailer, watercraft, aircraft and accessories attached thereof, livestock, any part of the Buildings, any property specifically Participant against perils covered hereby under any other takaful, mowers and garden cultivators except when solely used on Participant premises specified in the schedule, documents of any kind, securities, manuscript, plans, drawings, coins and stamps.

The Contents are covered against loss or damage directly caused by:

1. FIRE, LIGHTNING or EXPLOSION
2. AIRCRAFT and other aerial devices or articles dropped therefrom
3. EARTHQUAKE FIRE & SHOCK
4. STORM or TEMPEST, FLOOD EXCLUDING subsidence, landslip, however caused, loss or damage to contents of domestic outbuildings, loss or damage to contents in open.
5. BURSTING or overflowing of water tanks, apparatus or pipes EXCLUDING loss or damage to contents of domestic outbuilding.
6. IMPACT by any vehicle or animal EXCLUDING loss or damage caused by any vehicle or animal belonging to or under the control of the Participant or any permanent member of his household.
7. ANY PERSON TAKING PART IN A RIOT OR STRIKE (AS DEFINED in attached clause)
8. ANY PERSON ACTING WITH MALICIOUS INTENT (AS DEFINED in attached clause)
9. BURGLARY, consequent upon violent and forcible entry or exit from the Participant premises Excluding loss or damage due to any such Burglary as aforesaid or to any attempt thereat by any of Participant's family, domestic servant or any person lawfully on the premises.

This section ALSO INCLUDES

The contents, if any so far as these are not otherwise Participant, whilst TEMPORARILY REMOVED from the premises.

1. Against loss or damage caused by ANY OF THE PERILS PARTICIPANT under this section
 - a) in any occupied private dwelling.
 - b) In any building where the Participant or any permanent member of Participant's household is residing or is employed.
2. Against loss or damage elsewhere caused by the perils of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT AND EARTHQUAKE ONLY.
3. Against loss or damage during the process of removal and transit following PERMANENT change of residence, whilst in transit caused by the perils of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT and EARTHQUAKE.

THIS SECTION DOES NOT INDEMNIFY THE PARTICIPANT AGAINST

1. Loss or damage to refrigerators, wireless receiving sets or other electrical apparatus caused by over-running, excessive pressure, short circuiting, selfheating or leakage of electricity.
2. Mysterious Disappearance of any article Participant herein.

SECTION THREE: JEWELLERY, HIGH VALUE WATCHES, CASH & PRIZE BONDS

This Section covers PHYSICAL LOSS OF OR DAMAGE to the property described in the attached specification from perils listed under Section 2 except as hereinafter specified but is limited to the Sums Covered stated in the schedule. For Jewellery only, the coverage under this section is also applicable while such items are:

- i. Stored or lying within the private dwelling described in Section One.
- ii. Stored in a safe deposit locker as described in the attached schedule.
- iii. In transit between safe deposit locker as in (ii) above and private dwelling as in (i) above and vice versa.
- iv. On the person of the Participant or Participant's spouse in the event of armed robbery, limited to 25% of the Sum Covered for Jewellery & High Value Watches as specified in the Schedule.

THIS SECTION DOES NOT COVER any loss or damage if the Participant is engaged in or in any way connected with any form of professional entertaining; breakage of Jewellery and High Value Watches unless such breakage is caused by burglars, thieves or fire; loss or damage caused by moth, vermin, wear and tear, gradual deterioration; damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation or mysterious disappearance.

Unless otherwise specified in Schedule; the liability of the Company under this Section shall in no case exceed one half of the Sum Covered for Contents. Furthermore the liability of the Company for any single item of Jewellery or High Value Watches shall in no case exceed 5% of the Sum Covered for Contents.

Where any Participant item consists of articles in a pair or set, this section shall not pay more than the value of any particular part or parts which may be lost or damage (without reference to any special value which such article may have as a pair or set) nor more than a proportionate part of the Participant value of the pair or set.

Any item of the specification which covers articles with no individual Sum Covered is subject to average: that is to say, if the total value of all articles covered by such item, is, at time of loss or damage greater than Sum Covered the Participant shall be entitled to recover ONLY SUCH PROPORTION of the loss or damage as the Sum Covered bears to the total value of such item.

SECTION FOUR: EXTENSIONS

Loss of Rent: which the Participant is unable to recover or additional costs of alternative accommodation necessarily incurred by the Participant in consequence of the building(s) becoming uninhabitable following damage caused by any of the Participant perils specified in SECTION ONE, PROVIDED THE COMPANY'S liability does not exceed 10% of the total Sum Covered and both building and contents are Participant under the policy.

Additional expenses incurred following damage to the building by any of the Participant perils, in connection with the removal of debris any extra cost of reinstatement of the destroyed or damaged building made necessary to comply with Government or Local Authority requirement, but not when notice has been served prior to the loss: Architect's and Surveyor's fee necessarily incurred in the reinstatement of the building(s) EXCLUDING any expenses incurred in the preparation of a claim or an estimate of loss. The total amount payable, for ADDITIONAL EXPENSES shall not exceed 10% of total Sum Covered.

Replacement of Locks in event of burglary in the Participant premises specified in the schedule, the Company will pay a sum of Rs.1,000 for replacement of locks.

CONDITIONS

- 1) This takaful may be cancelled by or on behalf of the Company by 14 day's notice given in writing to the Participant at his last known address and the Contribution shall be adjusted on the basis of the Company receiving or retaining pro-rata Contribution.

This takaful may also be cancelled at any time at the request of the Participant in writing to the Company and the Contribution hereon shall be adjusted on the basis of the Company receiving or retaining the customary short-term Contribution.

- 2) In the event of the private dwelling named in the schedule being left without an authorized inhabitant for more than FIFTEEN consecutive days, this takaful shall EXCLUDE any loss or damage caused by BURGLARY or any attempt thereat and Escape of water from fixed water tanks, apparatus or pipes.
- 3) The Participant shall give to the Company immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this takaful; of the receipt by the Participant of notice of any claim; and of the institution of any proceedings against the Participant.
- 4) In the event of burglary at Participant premises, the Participant will immediately notify the Police.
- 5) There shall be no liability under this takaful in respect of any claim where the Participant is entitled to indemnity under any other takaful EXCEPT in respect of any excess beyond the amount which have been covered under such other takaful had this takaful not been effected.
- 6) The Company shall be entitled:

- a) On the happening of any loss or of damage to the property Participant to enter any building where the loss or damage has happening and to take and keep possession of the property Participant and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose.
- b) To undertake in the name and on behalf of the Participant the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Participant to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- 7) If the Participant shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this takaful shall become void and all claims hereunder shall be forfeited.
- 8) This takaful does NOT COVER
 - a) 1) Loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss.
 - ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionizing radiations or contamination to by or arising from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.