



PAK-QATAR GENERAL TAKAFUL

TERRORISM 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.

TERRORISM 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 Company 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 risk of Terrorism described, in the manner and to the extent as stated hereunder.

CONDITIONS PRECEDENT

- i. No payment in respect of any Contribution shall be deemed payment to the Company unless a printed form of receipt for the same, signed by an 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.

The Company hereby agrees (subject to the Conditions contained herein or endorsed or otherwise expressed herein 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 the Property Covered described in the said Schedule, or any part of such Property, be destroyed or damaged by the risk of Terrorism as herein defined at any time before 4 O'clock in afternoon of last day of the period of policy named in the said Schedule or at any time before when the First Loss is made, whichever shall occur first, the Participant will be paid an amount equivalent of the value of the property at the time of the happening of its destruction or the amount of such damage or at the 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.

1. COVERAGE CLAUSE

Subject to the terms, clauses and conditions contained herein the participant shall be indemnified against direct physical loss of or damage to the interests covered caused by or arising from explosion or otherwise directly caused by an act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

FOR THE PURPOSE OF THIS POLICY:

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of public in fear.

2. DEFINITION

- a) Limit of Indemnification
The maximum limit of indemnification mentioned in the schedule of this policy represents either the sum covered mentioned under a fire policy in conjunction with which this policy stands in force. b) Fire Policy
For the purpose of this policy, Fire Policy shall mean a policy covering at least the risk of Fire, Riot and Strike Damage, Malicious Damage and Explosion.
- c) First Loss Basis
This Policy will be terminated as soon as any claim is paid irrespective of the amount claimed and will be reinstated at the option of the Company in consideration of an additional contribution.

3. EXCLUSIONS

THIS POLICY DOES NOT COVER:

- a) Riot & Strike Damage, Civil Commotion Damage and Malicious Damage.
- b) Any act of any striker or locked out worker done in furtherance of strike or in resistance to a lock out whether or not such act is committed in the course of a public peace.
- c) Any act of any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof.
- d) Loss of earning, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- e) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- f) Loss or damage caused by or arising out of burglary, house-breaking, theft or larceny or caused by any person taking part therein.
- g) Loss or damage caused by or resulting from confiscation, requisition, detention or legal or illegal occupation of property covered or of any premises, vehicle or thing containing the same.
- h) Loss or damage caused by or resulting from an act or incident, which occurs or is committed whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, or seizure of power arising from a military conspiracy.

Loss or damage directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity from any nuclear

fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

CONDITIONS

- a) If by reason of exclusions, limitations and/or conditions, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Participant.
- b) This policy does not cover any loss which at the time of the happening of such loss is covered by or would, but for the existence of this policy be covered by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this coverage not been effected.
- c) The participant shall take all steps that may be necessary to safeguard the covered property from loss or damage and/or to protect the interests of the fund.
- d) If the participant shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- e) If the total value of all property covered by this policy shall at the time of any loss be greater than the Declared Value set out in the Schedule the participant shall be entitled to recover hereunder only such proportion of the sum covered set out in the Schedule as the said Declared Value bears to the said total value.
- f) 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.

5. CANCELLATION

This Policy may be cancelled by or on behalf of the Company by 30 days notice given in writing to the participant at his last known address, and the contribution hereon shall be adjusted on the basis of the Company receiving or retaining pro-rata contribution. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed. This policy may not be cancelled by or on behalf of the participant unless specially agreed by the Company.

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 Participant 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.