



# PAK-QATAR GENERAL TAKAFUL

## PRIVATE CAR COMPREHENSIVE TAKAFUL Participants' Membership Document

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

## PRIVATE CAR COMPREHENSIVE TAKAFUL

### 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.

Therefore this Policy witnesses that subject to the Terms, Conditions and Exceptions contained herein or endorsed or otherwise expressed hereon:

## SECTION I - LOSS OR DAMAGE

The Participant shall be indemnified against loss of or damage to the Motor Car and /or its accessories whilst thereon by:

- a) accident external means
- b) fire external explosion self-ignition or lightning or frost
- c) burglary house-breaking or theft
- d) malicious act
- e) riot, strike
- f) flood, hail, wind, hurricane, cyclone, tornado or typhoon
- g) earthquake volcanic eruption or other convulsion of nature and
- h) whilst in transit by air, road, rail, inland waterway lift or elevator

No payment will be due in respect of:

- a) consequential loss, depreciation, wear and tear, mechanical or electrical break-down, failure or breakage and
- b) damage to tyres and battery, unless the motor car is damaged at the same time when the coverage is limited to 50 per cent of the cost of such replacement.

In the event of the Motor Car being disabled by reason of loss or damage covered under this Policy, the Participant shall be paid the reasonable cost of protection and removal to the nearest repairer(s) and of redelivery to the Participant but not exceeding Rs. 500/- in all, in respect of any one accident.

The Participant may authorize the repair of the Motor Car necessitated by damage for which coverage has been granted under this policy provided that:

- a) the estimated cost of such repair does not exceed Rs. 750/-
- b) the Company is furnished forthwith with a detailed estimate of the cost, and
- c) the Participant shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

## SELECTION II - LIABILITY TO THIRD PARTIES

1. The Participant shall be indemnified in the event of accident caused by or arising out of the use of the Motor Car, against all sums including claimant's costs and expenses which the Participant shall become legally liable to pay in respect of:
  - a) death of or bodily injury to any person but except so far as is necessary to meet the requirements of Section 95 of the Motor Vehicles Act, 1939, the Company shall not warrant liability where such death or injury arises out of and in the course of the employment of such person by the Participant.
  - b) damage to property other than property belonging to the Participant or held in trust by or in the custody or control of the Participant.
2. All costs and expenses shall be paid, provided the same are incurred with the written consent of the Company.
3. In terms of and subject to the limitations and for the purpose of the indemnity which is granted by this section to the Participant, the Participant's driver who is driving the Motor Car on the Participant's order or with his permission shall be duly indemnified provided that such driver:
  - a) is not entitled to indemnify under any other Takaful or insurance policy.
  - b) shall, as though he were the Participant, observe, fulfill and be subject to the terms, conditions and exceptions of this PMD in so far as they can apply.
4. In terms of and subject to the limitations of the indemnity which is granted by this Section in connection with the Motor Car the Participant shall also be indemnified whilst personally driving a private Motor Car (but not a Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement.
5. In the event of the death of any person entitled to indemnity under this PMD his personal representatives shall be indemnified in respect of the liability incurred by such person in the term of and subject to the limitations of this PMD provided that such personal representative shall as though they were the participants observe, fulfill and be subject to the terms conditions and exceptions of this PMD in so far as they can apply.



6. The Company may at its own option (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section and (B) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

## SECTION III - MEDICAL EXPENSES

The participant shall be paid the reasonable medical expenses not exceeding Rs. 500 in respect of anyone accident incurred in connection with any bodily injury by violent accident external and visible means sustained by the participants or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicle Act, 1939, Section 96.

But the participants shall repay to the Fund all sums paid which would not have been liable to pay but for the said provisions.

## GENERAL EXCEPTIONS

No payment will be made in respect of:

1. any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area as described in the schedule
2. any claim arising out of any contractual liability
3. any accident loss damage and/or liability caused sustained or incurred whilst any Motor Car in respect of or in connection with which cover is granted under this policy is:
  - a) being used other wise than in accordance with the limitation as to use as described in the schedule, or
  - b) being driven by every person other then a driver as described in the said schedule.
4. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising, there from or any consequential loss.  
(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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 his exception combustion shall include any self sustaining process of nuclear fission.
5. any accident loss damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapons material.
6. any accident loss damage and/or liability caused sustained or incurred after any variation in termination of the participant's interest in the Motor Car.

The payment will be made in respect of any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to or traceable to or arising out of or in connection with war invasion the act of foreign enemies hostilities or warlike operations (whether before or after declaration of war) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by any direct or indirect consequences of any of the said occurrences and except under Section II-I of this policy whilst the Participant or any person driving with the general knowledge and consent of the participant, is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder the Participant shall prove that the accident loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences of any consequence thereof and in default of such proof no payment will be made to the participants.

## CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the participants shall give all such information and assistance as the Company shall require. Every letter claim write summons and/or process shall be forwarded to the Company immediately on receipt by the participant. Notice shall also be given in writing to the Company immediately the Participant shall have knowledge of any impending prosecution, Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the participants shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the participant without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the participant the defence or settlement of any claim or to prosecute in the name of the participant for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the participant shall give all such information and assistance as the Company may require.
3. The Company may at its own option repair, reinstate or replace the Motor Car or part thereof and/or its accessories or arrange to pay in cash the amount of the loss or damage. However, such amount shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the participant's estimate of the value of the Motor Car (including accessories thereon) as specified in the Schedule or the market value of the Motor Car (including accessories thereon) at the time of the loss or damage whichever is the less.
4. The participants shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the participant. In the event of any accident of breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repair are effected any extension of the damage or any further damage to the Motor Car shall be covered under this policy.
5. If at the time of claim under this Policy, there is any other existing Takaful or insurance policy covering the same loss damage or liability, no payment shall be made or contributed more than the ratable proportion under this policy, of any loss, damage, compensation, cost or expense. Provided always that nothing in this condition shall impose any liability from which but for this condition it would have been relieved under proviso (a) of Section II-3 of this Policy.



6. 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.
7. The Company may cancel this Policy by serving seven day's notice by registered letter to the participant at his last known address and in such event shall be given an amount equivalent to the Contribution paid less pro-rata portion thereof for the period the Policy has been in force or this Policy may be cancelled at any time by the participants on giving seven day's notice in writing and participants shall be given an amount equivalent to contribution less at the Company's short period rates as give below for the period this policy has been in force:

Period not exceeding	Short period rates as Proportion of Annual Contribution
1 week	1/8 or 12.5%
1 month	2/8 or 25%
2 months	3/8 or 37.5%
3 months	4/8 or 50%
4 months	5/8 or 62.5%
6 months	6/8 or 75%
8 months	7/8 or 87.5%
Over 8 months	full annual contribution

However, no refund shall be allowed if any claim has arise during the period of this PMD has been in force.

8. The due observance and fulfillment of the terms conditions and Endorsement of this Policy in so far as they relate to anything to be done or complied with by the participants and the truth of the statement and answers in the said proposal shall be conditions precedent to the participants being indemnified under this policy.
9. In the best interest of the "Participant Takaful Fund" (PTF), the contribution ratio for the next renewal may be increased in the event of claim(s) during the policy period. The ratio of which would depend upon the Company's discretion.

### TAKAFUL OPERATOR FEES

The Company shall deduct Operator's fee as per defined ratio approved by the 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.