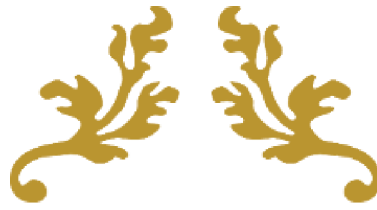




PAK-QATAR
GENERAL TAKAFUL



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Contractors' Plant and Machinery Takaful



Issued by:

Pak-Qatar General Takaful Limited (PQGTL)

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This document may be called a **Participant's Membership Document** (hereinafter referred to interchangeably as "contract" or "Policy") as defined in the Takaful Rules, 2012.

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 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 here of, 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 to the Company a written proposal by completing a questionnaire, which together with any other statements made in writing by the Participant for the purpose of this policy is deemed to be incorporated herein.

Now this Policy witnessed subject to the Participant having undertaken to make payment (described in the schedule) as Contribution to the Fund and accepting the same the Company hereby agrees that (subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon) if at any time during the period of Policy stated in the Schedule or during any subsequent period for which the Participant pays and the Company may accept the contribution for the renewal of this Policy for items (or any part thereof) entered in the Schedule, whilst on the premises mentioned herein, suffer any unforeseen and sudden physical loss or damage from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

The Company will arrange to indemnify the Participant in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company's option) up to an amount not exceeding in anyone year of Policy in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as covered hereby.

This Policy shall apply to the items covered after successful completion of their performance acceptance tests whether the covered item(s) are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or in the course of subsequent re-erection.

Exclusions

The Participant shall not be indemnified for:

- I. The deductible stated in the Schedule to be borne by the Participant in anyone occurrence; if more than one item is lost or damaged in one occurrence, the Participant shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. Loss of or damage to replacement parts and attachments such as belts, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, jointing and packing material regularly replaced;
3. Loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
4. Loss or damage for which a supplier or manufacturer or contractor or repairer is responsible either by law or under Policy;
5. Loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Participant or his representatives, whether such faults or defects were known to the Takaful Operators or not;
6. Loss or damage arising out of the willful act or gross negligence of the Participant or his representatives;
7. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;
8. Any consequence of nuclear reaction, nuclear radiation or radioactive contamination;
9. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
10. Consequential loss or liability of any kind or description,
- II. Loss or damage discovered only at the time of taking an inventory or during routine servicing. In any action, suit or other proceeding where the Company allege that, by reason of the provision of exclusions above, 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.
12. Loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine;
13. Loss or damage due to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction sites.
14. Loss or damage to waterborne vessels or craft;
15. Loss or damage due to total or partial immersion in tidal waters;
16. Loss or damage whilst in transit unless otherwise agreed by endorsement;

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17. Loss or damage occurring whilst any covered item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
18. Loss or damage to plant and/or machinery working underground unless otherwise agreed by endorsement;

Provisions

No material alteration shall be made or admitted by the Participant whereby the risk is increased, unless the continuance of this Policy is confirmed in writing by the Company.

Memo 1 – Sum Covered

It shall be requirement of this Policy that the sum covered is equal to the cost of replacement of the machinery covered under this Policy by new machinery of the same kind and capacity, which means its cost of replacement including, e.g. freight, dues and customs duties, if any, cost of erection. If the sum covered is less than the amount required to be covered, the Company shall pay only in such proportion as the sum covered bears to the amount required to be covered. Every item if more than one shall be subject to this condition separately.

Memo 2 – Basis of Indemnity

- a) In cases where damage to an item covered under this Policy can be repaired – the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum covered. If the repairs are executed at a workshop owned by the Participant, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed here in above equals or exceeds the actual value of the machinery covered immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

- b) In cases where an item covered under this Policy is destroyed - the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum covered, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage- shall be taken into account.

Any extra charges incurred for overtime, night work, and work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The amount payable by the Company according to the above-mentioned provisions shall be reduced by the deductible stated in the Schedule.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.

Conditions

suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Participant shall be indemnified in respect of such loss or damage in the manner as hereinafter provided by payment in cash, replacement or repair (at the option of the company) up to an amount not exceeding in respect of each of the item(s) specified in the Schedule, not exceeding in anyone event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as hereby covered.

The Participant shall also be indemnified for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefore has been entered in the Schedule.

1. The due observance and fulfillment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Participant, and the truth of the statements and answers in the questionnaire and proposal made by the Participant shall be a condition precedent to any indemnification under this Policy
2. The Schedule shall be deemed to be incorporated in and from part of this Policy and the expression "this Policy", wherever used in this Policy, shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
3. The Participant shall at his own expense take all reasonable precautions and comply with all reasonable recommendation of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Participant shall provide the representatives of the Takaful Operators with all details and information necessary for the assessment of the risk.
b) The Participant shall immediately notify the Company either by teletype (telex, tele fax, telegram) or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the covered items, and the scope of cover and/or contribution shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Participant whereby the risk is increased, unless the continuance of this Policy is confirmed in writing by the Company.
5. In the event of any occurrence which might give rise to claim under this Policy, the Participant shall
 - a) Immediately notify the Company either by teletype (telex, tele fax, telegram) or by telephone confirmed in writing, giving an indication as to the nature and extent of the loss or damage;
 - b) take all reasonable steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
 - d) furnish all such information and documentary evidence as the Company may require.

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e) inform the police authorities in the case of loss or damage due to theft or burglary.

The Participant shall not be indemnified for loss or damage of which no notice has been received by the Company within 14 days of its occurrence. Upon notification being given to the Company under this condition, the Participant may carry out repairs of any minor damage or replace items which have sustained minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Participant shall be entitled to proceed with the repairs or replacement. Nothing contained herein shall prevent the participant from taking such steps as are absolutely necessary for the upkeep of operations at the respective construction site, the liability of the Company under this Policy is respect of any item sustaining damage shall cease if said items is not repaired properly without delay.

6. 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 required by the Company in the interest of any rights or remedies, or to obtaining relief or indemnity from parties (other than those covered under this Policy) 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 are or become necessary or required before or after the Participant's indemnification under this Policy.

7. 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.

8. The Company shall be entitled to withhold indemnification:

- a) if there are doubts regarding the Participant's right to receive the indemnity, pending receipt by the Company of the necessary proof;
- b) if in connection with the claim an examination by the police or an inquiry under criminal Law has been instituted against the Participant, pending completion of such examination or inquiry.

9. If the proposal or declaration of the Participant is untrue in any material respect, or if any claim made is fraudulent, or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and no payment shall be made in respect of indemnification under this Policy.

If at the time any claim arises under the Policy there be any other insurance policy or Policy of Takaful covering the same loss, damage or liability no payment shall be made or contributed more than rate able proportion under this Policy of such loss or damage or liability.

11. 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 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 arisen during the period this Policy has been in force.

12. This Policy is subject to the laws of the Islamic Republic of Pakistan and the exclusive jurisdiction of the courts at Karachi.

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.

Disclaimer: This PMD serves as a standard document; the primary coverage details can be found within the PMD schedule. Please refer to the PMD schedule for comprehensive information regarding the coverage provided.

Attached to & forming part of Participant membership Document No. _____

TERRORISM EXCLUSION CLAUSE

This Policy is Subject to following Terrorism Exclusion clause.

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any loss, damage or expense of whatsoever nature directly or indirectly caused by resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the company alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the participant.

Attached to and forming part of Participant Membership Document (PMD) No. _____

JURISDICTION CLAUSE

It is hereby declared and agreed that in case of any claim or dispute arising hereunder the same shall be decided at Karachi and further that legal proceedings in respect of any such claim or dispute shall be instituted in a competent court in the city of Karachi only and the courts of law at Karachi shall have exclusive jurisdiction to which the parties submit. Subject otherwise to the terms, exceptions, conditions and limitations of this PMD.

Attached to and forming part of Participant Membership Document (PMD) No. _____

BANK MORTGAGE CLAUSE

I. It is hereby declared and agreed that

- a. Upon any moneys belonging payable under this PMD the same shall be paid by the company to the Bank and such part of any money so paid as may relate to the interest of other parties covered hereunder shall be received by the Bank as Agents for such other parties.
- b. The receipts of the Bank shall be a complete discharge of the company there for and shall be binding on all parties covered hereunder.
- c. If and whenever any notice shall be required to be given or other communication shall be required to be made by the company to the participant or any of them in any matter arising under or in connection with this PMD such notice or Other communication shall be deemed to have sufficiently given or made if given or made to the Bank.
- d. Any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the company and the participant or any of them arising under or in connection With this PMD if made by the Bank shall be valid and binding on all parties, but not so as to impair the right of the Bank to recover the full amount of any claim, it may have on other parties covered hereunder and

2. That this PMD so far only as it relates to the interest of the Bank therein shall be cease to attach to any of the covered property by reason of the operation of clause 8 of the conditions endorsed on the PMD except where a breach of such clause has been committed by the Bank or its duly authorized agents or servants and this PMD shall not be invalidated by any act or omission on the part of any other party covered hereunder whereby the risk is increased or by anything being done to upon or in any building hereby covered or any building in which the goods covered under the PMD are stored without the knowledge of the Bank provided always that the Bank shall notify the company of any change or ownership or alternation or increase of hazard not permitted by this PMD as soon as the same shall come to its knowledge and shall on demand pay to the company the necessary additional contribution from the time when such increase of risk first took place. And it is further agreed that whenever the company shall pay the Bank any sum in respect of loss or damage under this PMD and shall claim that as to the Mortgage or owner no liability therefore existed, the company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgage or owner or any other party or parties covered hereunder or from any securities or funds available.

Endorsement 40 I

Transit Cover

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the PMD or endorsed thereon and subject to the Participant having paid the agreed extra contribution, this Takaful shall be extended to cover loss of or damage to the Participant items whilst in road all over the pakistan.

Adjustment of Sum Covered and Contribution

Endorsement 410

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following alteration of Memo I (see the Provisions of the Policy) shall apply to this Takaful:

The Insurers shall waive the right to apply underinsurance, provided the sum insured at the beginning of the insurance was correctly fixed and the contribution as well as the sum covered are adapted at each renewal date (annually) to the changes in machinery production prices and the cost of labour.

Such adaptation shall be made according to the following formulae:

$$S = S_O \frac{E}{E_O}$$

$$P = P_O \left(0.3 \frac{E}{E_O} + 0.7 \frac{L}{L_O} \right)$$

S = sum covered of the current year

S_O = sum covered as at the beginning of the Takaful

E = machinery production price index of the current year

E_O = machinery production price index as at the beginning of the Takaful

P = contribution of the current year

P_O = contribution as at the beginning of the Takaful

L = labour cost index of the current year

L_O = labour cost index as at the beginning of the Takaful

Endorsement 420

Cover for Oil, Gas and/or Geothermal Drilling Rigs and Equipment

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Takaful shall be extended to cover:

1. as listed in the Schedule, drilling equipment and oil and gas well servicing equipment, as well as spare parts, derricks, boilers, drill pipes, tools and miscellaneous appurtenances incidental thereto and used in connection therewith or used by the Participant or for which the Participant may be liable;

as listed in the Schedule, rolling stock, cement, mud, drilling compounds, chemicals, casing, roadways, causeways, earth pits, blueprints, plan specifications, records, items while in storage in any warehouse or storage yard only if especially agreed;
2. the items listed in the Schedule whilst within the territory stated in the Schedule and not situated or installed on vessels or drilling barges; but it is agreed and understood that in case items are moved from this territory to another, the Policy shall continue to cover them subject to prior notification within 10 days and revision of premium;
3. especially any unforeseen and sudden physical loss or damage due to:
 - blowout, cratering,
 - raising/lowering cantilever derrick or mast,
 - collapse, pull-in of derrick or mast,
 - transit (Exclusion h of the Policy being deleted),
4. loss of or damage to drilling tools, equipment, machinery or parts thereof working underground, but only if caused by blowout, cratering, fire, explosion.

The term "blowout" shall be defined as a sudden expulsion of drilling ' fluid (mud, water) followed by an uncontrolled flow of oil, gas or water from the well that occurs when the pressure of oil, gas or water entering the well at some depth below the surface is greater than the pressure exerted by the column of drilling fluid in the well and results in the well getting completely out of control.

The term "crater" shall be defined as a basinlike opening in the earth's surface surrounding a well caused by the erosive and eruptive action of gas and/or oil and/or water flowing without restriction.

This Takaful does not cover loss of or damage to foam solutions or other fire extinguishing materials as well as all other materials lost, expended or destroyed in fire fighting, blowout or cratering, or any other expense incident to fighting fire, controlling or attempting to control blowout or cratering.

It is agreed and understood that:

- blowout preventers of standard make shall be set on the surface casing, same to be installed and tested regularly in accordance with good oil-field practice, records being kept thereof (this warranty not being applicable to cable tool rigs),
- oil and/or air or aerated mud shall not be used as a drilling fluid; but this shall not exclude the use of oil base (inverted) mud or the use of oil for "drilling-in" or the use of oil for "washing-over" or other "fishing" purposes,
- as regards rotary drilling and/or workover units, due diligence shall be used in conducting operations and at all times the rules and regulations governing drilling and workover operations established by any state, commission, provincial or federal regulatory body having jurisdiction shall be complied with,
- the covered item shall be operated only by the Participant or the Participant's employees, unless otherwise agreed by endorsement hereto.

This Takaful shall not be violated by the waiver of subrogation against service organization and/or lease owners whose contracts provide that they are not liable.

Extra Contribution:

Endorsement 42 I

Cover for Water Well Drilling Rigs and Equipment

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Participant having paid the agreed extra contribution, this Takaful shall be extended to cover:

drilling rigs and equipment warranted that such equipment is not used for oil, gas and/or geothermal drilling or for work on existing oil, gas and/or geothermal wells.

Furthermore, Exclusion I of the Policy is amended by the following wording:

“Loss of or damage to drill pipes, collars, rock bits, reamers, stabilizers, core barrels, logging equipment, casings and tools of all kinds while below the rotary table and/or below the ground level. However, above items shall be covered if the loss or damage is caused by earthquake, volcanism, tsunami, storm, cyclone, flood, inundation, fire, explosion and artesian water.”

Extra Contribution:

Endorsement 00 I

Cover for Loss or Damage due to Strike, Riot and Civil Commotion (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Participant having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property covered directly caused by:

- 1 the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
- 2 the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- 3 the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
- 4 the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that:

- 1 all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the Takaful granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby covered against,
- 2 the following Special Conditions shall apply only to the Takaful granted by this extension, and the wording of the Policy shall apply in all respects to the Takaful granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions:

- 1 This Takaful shall not cover:
 - a loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

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Provided nevertheless that the Takaful operators are not relieved under b or c above of any liability to the Participant in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

- 2 This Takaful shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
- a war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

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

- 3 This Takaful may at any time be terminated by the Takaful operators on notice to that effect being given by registered post at the Participant's last known address, in which case the Takaful operator shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.
- 4 The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Takaful operator during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

Limit of indemnity: any one occurrence

Deductible: any one occurrence

Extra Contribution:

Endorsement 006

Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Participant having paid the agreed extra contribution, this Takaful shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) covered of the damaged item(s) is (are) less than the amount(s) required to be covered, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Extra Contribution:

Endorsement 007

Cover of Extra Charges for Airfreight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Participant having paid the agreed extra contribution, this Takaful shall be extended to cover extra charges for airfreight.

Provided always that such extra charges are incurred in connection with any loss of or damage to the covered items recoverable under the Policy.

Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceed _____ during the period of Takaful.

Deductible: 20% of the indemnifiable extra charges,
Minimum: any one occurrence.

Extra Contribution:

Endorsement 206

Special Conditions Concerning Fire-Fighting Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Takaful operators shall only indemnify the Participant for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:

1. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
2. A sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
3. If storage of material for the construction or erection of the contract works is necessary, storage must be subdivided into storage units not exceeding the equivalent value of per storage unit.

The individual storage units must either be at least 50 m apart or separated by fire-proof walls.

All inflammable material (such as shuttering material not fitted for concreting, litter, etc) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work.

4. Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
5. At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

Endorsement 400

Cover for Underground Machinery and Equipment

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Participant having paid the agreed extra contribution, the Takaful operators shall indemnify the Participant for loss of or damage to item(s) No(s) contained in the Specification of covered Items of the Policy due to flood, inundation, landslide or rockslide, subsidence, collapse of adits, galleries, tunnels, etc, up to a limit of _____ per accident.

However, loss or damage due to abandonment of these items shall be excluded from the cover.

Extra Contribution:

Complaints in Respect of Takaful Membership

تکافل ممبر شپ کے متعلق شکایات



PAK-QATAR
GENERAL TAKAFUL

If you have any complaint or grievance against the Takaful Company, agent, or bank representative in respect of your Takaful Membership, you may file your complaint directly with the Takaful Company at the following address:

اگر آپ کو اپنی تکافل ممبر شپ کے حوالے سے تکافل کمپنی، ایجنٹ یا بینک نمائندے سے کوئی شکایت ہو تو سب سے پہلے متعلقہ تکافل کمپنی کو براہ راست اپنی شکایت درج ذیل پتہ پر بھیجیں

Pak-Qatar General Takaful Limited

پاک قطر جنرل تکافل لمیٹڈ

Mr. Kashif Rasheed
Incharge Complaint Cell
402-404, Business Arcade, Plot # 27-A, Block 6, P.E.C.H.S., Sharea Faisal, Karachi. 75400. **Phone:** 021-38798550
Email: kashif.rasheed@pakqatar.com.pk, complaints@pakqatar.com.pk

جناب کاشف رشید صاحب
انچارج مرکز شکایت
لیگل اینڈ کیپالٹنس ڈیپارٹمنٹ 402-404، بزنس آرکیڈ، پلاٹ نمبر 27-A، بلاک 6، P.E.C.H.S.، شاہراہ فیصل کراچی 75400۔ فون: 021-38798550
ای میل: kashif.rasheed@pakqatar.com.pk, complaints@pakqatar.com.pk

However, in case if the insurance company fails to address your grievance, you may file your complaint with other external independent forums at the following addresses:

اگر انشورنس کمپنی آپ کی شکایت کا ازالہ کرنے میں ناکام رہے یا آپ کمپنی کے جواب سے مطمئن نہ ہوں تو آپ مندرجہ ذیل انڈیپنڈنٹ فورم کے ساتھ اپنی شکایت کا اندراج کروا سکتے ہیں

Federal Insurance Ombudsman

وفاقی انشورنس محتسب

2nd Floor, Pakistan Red Crescent Society, Annexe Building, Plot # 197/5, Dr. Doud Pota Road, Karachi.
Phone: 021-99207761-62 | **Website:** www.fio.gov.pk/

سیکنڈ فلور، ریڈ کرسنٹ سوسائٹی
انکسی بلڈنگ، پلاٹ نمبر 197/5 ڈاؤڈ پوتا روڈ، کراچی۔
فون: 021-99207761-62 ویب سائٹ: www.fio.gov.pk/

Note: Policyholders from any part of Pakistan, AJK/Gilgit Baltistan may approach FIO

نوٹ: پاکستان کے کسی بھی علاقے تعلق رکھنے والے پالیسی ہولڈرز، آزاد جموں کشمیر/گلگت بلتستان وفاقی انشورنس محتسب (ایف آئی او) سے رجوع کر سکتے ہیں۔

Official Coordinator, Small Disputes Resolution Committee – Karachi

دفتری رابطہ کار- سال ڈسپیوٹس ریزولوشن کمیٹی، کراچی

The Deputy Director, Specialized Companies Division, 5th Floor, State Life Building No. 2, Wallace Road, Off. I. I. Chundrigar Road, Karachi.
Direct No.: 021-99002021, 021-32414204
Email: sdrc.khi@secp.gov.pk, complaints@secp.gov.pk

ڈپٹی ڈائریکٹر اسپیشلائزڈ کمپنیز ڈویژن 5th فلور، اسٹیٹ لائف بلڈنگ نمبر 02، ولاس روڈ، آف آئی آئی چندریگر روڈ، کراچی۔
ڈائریکٹ نمبر: 021-99002021, 021-32414204
ای میل: sdrc.khi@secp.gov.pk, complaints@secp.gov.pk

Note: Policyholders belonging to provinces of Sindh and Balochistan may approach this Committee.

نوٹ: صوبہ سندھ اور بلوچستان سے تعلق رکھنے والے پالیسی ہولڈرز کراچی میں قائم کمیٹی سے رجوع کریں۔

Official Coordinator, Small Disputes Resolution Committee – Lahore

دفتری رابطہ کار- سال ڈسپیوٹس ریزولوشن کمیٹی، لاہور

The Deputy Registrar of Companies, Company Registration Office – Lahore, Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore.
Direct No.: 042-99014050, 042-99204962-66 Ext: 28
Email: sdrc.lhr@secp.gov.pk, complaints@secp.gov.pk

کمپنیز کے ڈپٹی رجسٹرار، کمپنی رجسٹریشن آفس، لاہور، ایسوسی ایٹ ہاؤس، 3rd اینڈ 4th فلور، 7-ایگرتون روڈ، لاہور۔
ڈائریکٹ نمبر: 042-99014050, 042-99204962-66 Ext: 28
ای میل: sdrc.lhr@secp.gov.pk, complaints@secp.gov.pk

Note: Policyholders from all districts of Punjab except Bhakkar, Khushab, Mianwali, Jhelum, Chakwal, Rawalpindi and Attock may approach this Committee.

نوٹ: بھکر، خوشاب، میانوالی، جہلم، چکوال، راولپنڈی اور اٹک کے سوا پنجاب کے تمام اضلاع کے پالیسی ہولڈرز لاہور میں قائم کمیٹی سے رجوع کر سکتے ہیں۔

Official Coordinator, Small Disputes Resolution Committee – Islamabad

دفتری رابطہ کار- سال ڈسپیوٹس ریزولوشن کمیٹی، اسلام آباد

The Management Executive, Insurance Division, 3rd Floor, NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad.
Direct No.: 051-9195391, 051-9207091-4 | Ext 439
Email: sdrc.isb@secp.gov.pk, complaints@secp.gov.pk

منیجمنٹ ایکزیکوٹو، انشورنس ڈویژن 3rd فلور، این آئی سی بلڈنگ 63 جناح ایوینو، بلیو ایریا، اسلام آباد۔
ڈائریکٹ نمبر: 051-9195391, 051-9207091-4 | Ext 439
ای میل: sdrc.isb@secp.gov.pk, complaints@secp.gov.pk

Note: Policyholders belonging to Islamabad Capital Territory, Khyber Pakhtunkhwa, Gilgit Baltistan, Azad Jammu & Kashmir and the western side of Punjab (i.e. Bhakkar, Khushab, Mianwali, Jhelum, Chakwal, Rawalpindi and Attock districts) may approach this Committee. Complaint against Takaful Company may also be filed with Securities and Exchange Commission of Pakistan (insurance regulator in Pakistan) at the following address:

نوٹ: اسلام آباد کیپیٹل ٹیریٹری، خیبر پختونخوا، گلگت بلتستان، آزاد جموں کشمیر، اور صوبہ پنجاب کے مغربی حصے (یعنی بھکر، خوشاب، میانوالی، جہلم، چکوال، راولپنڈی اور اٹک اضلاع) سے تعلق رکھنے والے پالیسی ہولڈرز اسلام آباد میں قائم کمیٹی سے رجوع کر سکتے ہیں۔
انشورنس کمپنی کے خلاف شکایت سیکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان (جو کہ پاکستان میں انشورنس ریکولیٹر ہے) کے پاس بھی درج ذیل ایڈریس پر دائر کی جاسکتی ہے۔

Securities and Exchange Commission of Pakistan (SECP)

سیکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان

NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad - 4400, Pakistan.
Phone: Toll free 0800880008
Email: complaints@secp.gov.pk
Website: https://sdms.secp.gov.pk/ (for online filing of complaints)

این آئی سی بلڈنگ 63 جناح ایوینو، بلیو ایریا، اسلام آباد - 4400، پاکستان۔
فون: ٹول فری 0800880008
ای میل: complaints@secp.gov.pk
ویب سائٹ: https://sdms.secp.gov.pk/ (شکایات کی آن لائن فائلنگ کے لیے)

Note: Policyholders from any part of Pakistan, AJK/Gilgit Baltistan may approach SECP.

نوٹ: پاکستان کے کسی بھی علاقے سے تعلق رکھنے والے پالیسی ہولڈرز، آزاد جموں کشمیر/گلگت بلتستان ایس ای سی پی سے رجوع کر سکتے ہیں۔

Insurance Tribunal

انشورنس ٹریبونل

SR#	COMPLAINT PROVINCE	JURISDICTION
1	Sindh	District & Session Judge Karachi (Central)
2	KPK	District & Session Judge Peshawar
3	Punjab	District & Session Judge (All Districts)

نمبر شمار	شکایت کا صوبہ	دائرہ کار
۱	سندھ	ڈسٹرکٹ اینڈ سیشن جج کراچی (وسطی)
۲	خیبر پختونخوا	ڈسٹرکٹ اینڈ سیشن جج پشاور
۳	پنجاب	ڈسٹرکٹ اینڈ سیشن جج (تمام اضلاع)

Issued by: Pak-Qatar General Takaful Limited (PQGTL)

A member company of Pak-Qatar Group, Pakistan's premier & pioneer Islamic financial services group



A Brief Introduction of Pak-Qatar Group

Pak-Qatar Group stands as Pakistan's premier and pioneer Islamic financial services group, offering a comprehensive range of savings and protection solutions that adhere to the principles of Sharia'h-compliant finance. With a steadfast commitment to excellence and a strong emphasis on Islamic values, the group encompasses esteemed companies such as **Pak-Qatar Family Takaful Limited, Pak-Qatar General Takaful Limited, Pak-Qatar Investment (Private) Limited** and **Pak-Qatar Asset Management Company Limited**.

Pak-Qatar Family Takaful (Rated **A++** with **Stable Outlook** by VIS and PACRA) and **Pak-Qatar General Takaful** (Rated **A+** with **Stable Outlook** by VIS and PACRA) embody the essence of solidarity and shared responsibility, delivering comprehensive Takaful (Islamic insurance) coverage that adheres to the principles of cooperation and mutual support. Through innovative and Sharia'h-compliant savings & protection solutions, these entities provide individuals, families, and businesses with reliable protection against unforeseen risks, ensuring peace of mind, supplemented by market competitive returns on their investments under Unit-linked (Investment-linked) life Takaful policies.

At the heart of its operations, Pak-Qatar Investments excels in providing independent assessments and exclusive investment recommendations to its esteemed clientele, besides acting as a holding company of the group. Backed by a team of seasoned experts and a deep understanding of the financial landscape, Pak-Qatar Investments guides individuals and organizations towards prudent investment decisions that align with their unique goals and Islamic finance principles.

Pak-Qatar Asset Management Company (Rated **AM2** with **Stable Outlook** by PACRA) plays a pivotal role within the group, offering expert guidance and proficiently managing investments' funds in strict adherence to Islamic finance principles. With a focus on thorough research, market analysis, and prudent risk management practices, Pak-Qatar Asset Management Company (PQAMC) strives to maximize returns while maintaining ethical investment standards. PQAMC has all the Funds in its bouquet, including Money Market Funds, Income Funds, Equity Funds, Asset Allocation Fund and Fixed Income Funds.

With an unwavering commitment to excellence, integrity, customer satisfaction and Sharia'h compliance, Pak-Qatar Group has established a remarkable track record in Pakistan's financial industry. By combining cutting-edge financial solutions with the guiding principles of Islamic finance, the group continues to set new industry benchmarks. As a trusted partner, Pak-Qatar Group empowers individuals and organizations to navigate the financial landscape with confidence and integrity, fostering their prosperity and financial well-being.

