



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Contractors' All Risks Takaful



Issued by:

Contractors' All Risks Takaful



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:

- 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 subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Participant shall be indemnified in the manner and to the extent hereinafter provided.

General Exclusions

No payment will be made in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power or malicious person(s) acting on behalf of or in connection with any political organization, or confiscation or nationalization or requisition or commandeering or damage to property by or under the order of any government dejure or dc facto or by any public authority;
- b) Nuclear reaction, nuclear radiation or radioactive contamination;
- c) Willful act or willful negligence of the Participant or of his representative;
- d) Cessation of work whether total or partial.

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

Period of Cover

This Policy shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. This Policy expires for parts of the covered Policy works taken over or put into service.

At the latest, this Policy shall expire on the date specified in the Schedule. Any extensions of the Period of Policy are subject to the prior written consent of the Company.

General Conditions

- I. 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 and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression" this Policy" wherever used in this Policy shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) 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 recommendations of the Company to prevent loss, damage or liability 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 Company with all details and information necessary for the assessment of the
 - b) The Participant shall immediately notify the Company in writing by telegram/fax/email of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, 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 a claim under this Policy, the Participant shall:
 - a) immediately notifies the Company by telephone or in writing by telegram or fax or email giving an indication as to the nature and extent of the loss or damage;

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- b) takes all steps within his power to minimize the extent of the loss or damage;
- preserves the parts affected and makes them available for inspection by a representative or surveyor of the Company;
- d) furnishes all such information and documentary evidence as the Company may require;
- e) informs the police authorities in case of loss or damage due to theft or burglary.

The Company shall in no case warrants liability for loss, damage or liability 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 the repairs or replacement of any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repair(s) or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Participant is entitled to proceed with the repairs or replacement.

The cover by this Policy in respect of any item sustaining damage shall cease and no indemnification will be made if the said item 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 deemed necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those covered under this Policy) to which the Fund shall be or would become entitled or subrogate upon their paying 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 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. If a claim is, in any respect fraudulent, or if any false declaration is 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 a claim is made and rejected and no action or suit is commenced within three months, after such rejection or in case of arbitration taking place as provided herein within three months after the Tribunal have made its award, all benefit under this Policy shall be forfeited.
- 9. If at the time of claim under this Policy, there be would any other insurance/ Takaful Policy 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.
- I0. This Policy may at any time be terminated at the option of the Company, on I4 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 rateable 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
I week	1/8 or 12.5%
I 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.

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

Section - I - Material Damage

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.

Special Exclusions to Section - I

No payment shall be made in respect of:

- a) The deductible stated in the Schedule to be borne by the Participant in anyone occurrence;
- b) Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of Policy;
- c) Loss or damage due to faulty design;
- d) The cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not .be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- e) Wears and tears, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;

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- f) Mechanical and/or electrical breakdown or derangement of construction plant, equipment and construction machinery;
- g) Loss of or damage to vehicles licensed for general road use or water borne vessels or aircraft;
- h) Loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) Loss or damage discovered only at the time of taking an inventory.

Provisions Applying to Section - I

Memo I. Sums Covered

It is a requirement of this **Policy** that the sum covered stated in the Schedule shall not be less than

For item 1:> the full value of the **Policy** works at the completion of the construction, inclusive of all materials, wages, freight customs duties, dues, and materials or items supplied by the principal;

For items 2 and 3:> the replacement value of construction plant, equipment and construction machinery; which shall mean; the cost of replacement of the items covered under this Policy by new items of and the same kind and same capacity;

The Participant undertakes to increase or decrease the amounts of coverage in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in this Policy by the Company.

If, in the event of loss or damage, it is found that the sums covered are less than the amounts required to be covered, then the amount, recoverable by the Participant under this Policy shall be reduced in such proportion as the sums covered bear to the amounts required to be covered. Every object and cost item is subject to this condition separately.

Memo 2 - Basis of Loss Settlement

In the event of any loss or damage, the basis of any settlement under this Policy shall be:

- a) In case of damages which can be repaired the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b) In case of total loss the actual value of the items immediately before the occurrence of the loss less salvage.

However, only to the extent the costs claimed had to be borne by the Participant and to the extent they are included in the sums covered and provided always that the provisions and conditions have been complied with.

The Company shall arrange to make payments only after being satisfied by the production of necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be. All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Company if

such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

Memo 3 - Extension of Cover

Extra charges for overtime, night work, work on public holidays, express freight are covered by this Policy only if previously and specially agreed upon in writing.

Section - II - Third Party Liability

The Company shall arrange to indemnify the Participant up to but not exceeding the amounts specified in the Schedule against such sums which the Participant shall become legally liable to pay as damages consequent upon:

- a) Accidental bodily injury to or illness of third parties (whether fatal or not);
- b) Accidental loss of or damage to property belonging to third parties;

Occurring in direct connection with the construction or erection of the items covered under Section I of this Policy and happening on or in the immediate vicinity of the site during the Period of Policy.

- a) All costs and expenses of litigation recovered by any claimant from the Participant, and;
- b) All costs and expenses incurred with the written consent of the Participant provided always that the amount recoverable under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section - II

No payment will be made in respect of

- I. The deductible stated in the Schedule to be borne by the Participant in any one occurrence;
- The expenditure incurred in doing or redoing or making well or repairing or replacing anything covered or coverable under Section I of this Policy.
- damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement).
- 4. Liability consequent upon:
 - a) Bodily injury to or illness of employees or workmen of the contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is covered under Section -I, or members of their families;
 - b) Loss of or damage to property belonging to or held in care, custody or control of the contractor(s), the Principal(s) or any other firm connected with the project which or part of which is covered under Section-I, or an employee or workman of anyone of the aforesaid;

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- c) Any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
- d) Any agreement by the Participant to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Conditions Applying to Section-II

- I. 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 who shall be entitled, if they so desire, to take over and conduct in the name of the Participant the defense or settlement of any claim or to prosecute for their own benefit in the name of the Participant 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 required.
- 2. The Company may so far as any accident is concerned arrange to pay to the Participant an amount equivalent to the limit of indemnity for anyone accident (but deducting there from in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

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.

/ersion: PQGTL-CART-PMD-22052²

Participant's Membership Document

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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.

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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.

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BANK MORTGAGE CLAUSE

- 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.

version: PQGTL-CART-PMD-22052²

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Endorsement 003

Maintenance Visits Cover

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 for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the covered contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

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Maintenance cover:	from	to					
Extra Contribution:							
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Exclusion of loss or damage due to subsidence							

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the PMD or endorsed thereon, the Takaful operators shall not be liable to indemnify the Participant in respect of loss or damage due to subsidence if caused by insufficient compacting or improvement of subsoil or due to incorrect or insufficient piling.

Endorsement 217

Special Conditions for Open Trenches during Laying of Pipelines, Ducts and Cables

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the PMD or endorsed thereon, the Takaful operators will indemnify the Participant for any loss or damage due to storm, rain, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items layed therein, up to a maximum length of km open trench any one loss event.

The **Participant** shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

Special Conditions Concerning Fire-Fighting Facilities:

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

- 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 contract works is necessary, storage must subdivided into storage units not exceeding the equivalent value of ______ per storage unit.

The individual storage unites must either be at least 50m apart or separated by fire-proof walls. All flammable 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 firefighting is present.
- 5. At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

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Maintenance Visits 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 coverage shall be extended for the maintenance period specified under the schedule of PMD to cover solely loss of or damage to the contract works caused by the covered contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

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 PMD or endorsed thereon, and subject to the Participant having paid the agreed extra contribution, this PMD 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 Participant 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 lockout or not) not being an occurrence mentioned in item 2 of the special conditions hereof,
- 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 lockout,
- 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:
 - a) all the terms, exclusions, provisions and conditions of the PMD 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 PMD shall be deemed to include the perils hereby Participant against,
 - b) the following special conditions shall apply only to the Takaful granted by this extension, and the wording of the PMD shall apply in all respects to the Takaful granted by the PMD as if this Endorsement had not been made thereon.

Special Conditions:

- I. This covered 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,
 - loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - 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, 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 Participant occurring before dispossession or during temporary dispossession.
- 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.

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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 Operators shall be liable to repay a rateable proportion of the contribution 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 Operators during the period of cover of this PMD 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 PMD 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 participant items recoverable under the PMD

If the sum(s) participant of the damaged item(s) is/are less than the amount(s) required to be participant, 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 PMD or endorsed thereon and subject to the Participant having paid the agreed extra premium, 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 participant items recoverable under the PMD

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:

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Endorsement II0

Special conditions concerning safety measures with respect to precipitation, flood and inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Takaful operator shall only indemnify the Participant for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location participant on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Participant's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

Endorsement 008

Warranty concerning structures in earthquake zones

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the PMD or endorsed thereon, the Takaful operator shall only indemnify the Participant for loss, damage or liability arising out of earthquake if the Participant proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

Endorsement 003

Maintenance Visits Cover

Maintenance covers

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 for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the covered contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

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Extra Contribution:	

Endorsement 102

Special conditions concerning underground cables, pipes and other facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the PMD or endorsed thereon, the Takaful operator shall only indemnify the Participant in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Participant has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

Deductibles: 20% of the loss amount, minimum any one occurrence

Complaints in Respect of Takaful Membership

تکافل ممبرشپ کے متعلق شکایات



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:

آگر آپ کو اپن تکافل ممبر شپ کے حوالے سے تکافل کمپنی ،ایجنٹ یا بینک نمائندے سے کوئی شکایت ہو تو سب سے پہلے متعلقہ تکافل کمپنی کو براہِ راست اپنی شکایت دریج ذیال پتہ پر مجھوائیں

Pak-Qatar General Takaful Limited

بإك قطر جزل تكافل لميثدر

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

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:

جناب كاشف رشيد صاحب

ليگل ايند كمپيا ئنس ۋپار مُمنٹ<mark>404-402</mark> بزنس آركيڈ ، پياٹ نبر 27-A ، بلاک 6، P.E.C.H.S شاہراو فيصل کراچی 75400 وفون -38798550 -201

ای میل : kashif.rasheed@pakqatar.com.pk, complaints@pakqatar.com.pk

اگر انشور نس کمپنی آپ کی شکلیت کا ازالہ کرنے میں ناکام رہے یا آپ کمپنی کے جواب سے مطمئن نہ ہوں تو آپ مندرجہ ذیل ایکشرنل انڈینیڈنٹ فورم کے ساتھ این شکلیت کا اندراج کرواستے ہیں

Federal Insurance Ombudsman

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/

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

وفاقى انشورنس محتسب سیکنڈ فلور، ریڈ کریسنٹ سوسائٹی

اسَكُنَى بَلَدُ نَكُ، بَلِاتُ مُبِر197/5وُأَكُرُو واؤد لِيهَا رودُهُ كَرا بِيَ _ فون: 62-99207761 و21 ويب سائك: /www.fio.gov.pk

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

Official Coordinator, Small Disputes Resolution Committee - Karachi

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

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

دفتری رابطه کار- سال ڈسپیوٹس ریزولوشن سمیٹی، کراجی

. دُينًا وْارْ يَكْمُ اسپيشلارُووْ كَمْدِينز وْوريْن 5th فلور،اسٹيٺ لائف بلدُنگ نمبر 02. ولاس رووْ،آف آئی آئی چندريگر

ۋائرىك ئىبر 021-32414204 , 021-99002021 ۋائرىك

ای میل : complaints@secp.gov.pk, sdrc.khi@secp.gov.pk

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

Official Coordinator, Small Disputes Resolution **Committee - Lahore**

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

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

دفترى رابطه كار- سال دُسپيوڻس ريزولوش سميني، لاهور

کپنیوں کے ڈپٹی رجسٹرار، کمپنی رجسٹریش آفس،الاہور، ایسوسی ایٹ ہاؤس، 3اینڈ 4 فلور7 ایجر ٹن روڈ ،الاہور۔ : ڈائر یکٹ نمبر : Ext: 28 | 042-99014050, 042-99204962-66 ای میل: sdrc.lhr@secp.gov.pk, complaints@secp.gov.pk

نوٹ: جکر، خوشاب، میانوالی، جہلم، چکوال، راولپنڈی اور انگ کے سوا پنجاب کے تمام اضلاع کے پالیسی ہولڈرز لاہور میں قائم کمیٹنی سے رجوع کرسکتے ہیں ۔

Official Coordinator, Small Disputes Resolution Committee - Islamabad

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

Note: Policyholders belonging to Islamabad Capital Territory, Khyber Pakhtunkhwa, Gilgit Baltistan, Azad Jammu & Kashmir and the western side of Punjab (i.e. Bhakkar, Khushab, Miawali, 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:

دفترى رابطه كار- سال وسيبوش ريزولوش سميني، اسلام آباد

مينجمين ايگريكشيو،انثورنس دُويژن 3rd فلور،اين آئي سي بلذنگ 63 جنال ايونيو،بليو ايريا،اسلام آباد-ڈائریکٹ نمبر: 4-1907091-4 Ext 439 | 051-9195391, 051-9207091 ای میل : sdrc.isb@secp.gov.pk, complaints@secp.gov.pk

نوٹ: اسلام آباد کیبیٹل ٹیرٹری، خیبر پختونخواہ، گلّت بلتستان، آزاد جمول کشیر، اور صوبہ پنجاب کے مغربی ھے(یعنی بھبر، خوشاب، میانوالی، جہلم، چکوال، راولپنڈی اور انک اضلاع) سے تعلق رکھنے والے پاکسی ہولڈرز اسلام آباد میں قائم کمیٹی سے رجوع کر سکتے ہیں ۔

انشور اُس سمینی کے خلاف شکلیت سیکیور بیٹر ایکی نیٹ کمٹن آف پاکستان (جو کہ پاکستان میں انشور نس سیکٹر کا ریگولیٹر ہے) کے پاس بھی درجی ذیل ایڈریس پر دائر کی جاستی ہے۔

Securities and Exchange Commission of Pakistan (SECP)

NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad - 4400, Pakistan.

Phone: Toll free 080088008

Email: complaints@secp.gov.pk

Website: https://sdms.secp.gov.pk/ (for online filing of complaints)

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

سيكيور ثيز ايندُ اليهيج نحميثن آف بإكتان این آئی سی بلڈنگ 63جناح ایونیو، بلیو ایریا،اسلام آباد - 4400 ، پاکستان-

فون: ٹول فری 800880080 complaints@secp.gov.pk

(کایات کی آٹلائن فاکلنگ کے لیے) https://sdms.secp.gov.pk/

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

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ance Tribunal				انشورنس ٹر بیونل		
OMPLAINT PROVINCE	jurisdiction		دائره کار	شكايت كاصوبه	نمبرشار	
Sindh	District & Session Judge Karachi (Central)	_	ڈسٹر کٹ اینڈسیشن جج کراچی (وسطی)	سندھ	1	

2 **KPK** District & Session Judge Peshawar ڈسٹر کٹ اینڈسیشن جج بیثاور ثيبر يختونخواه Punjab District & Session Judge (All Districts) ڈسٹرکٹ اینڈسیشن جج (تمام اصلاع)



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.







