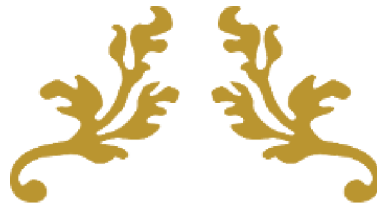




PAK-QATAR
GENERAL TAKAFUL



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Contractual Liability



Issued by:

Pak-Qatar General Takaful Limited (PQGTL)

402-404, Business Arcade, Block-VI, P.E.C.H.S., Shahrah-e-Faisal, Karachi-75400.
Phone: (92-21) 34380357-61 | Email: info@pakqatar.com.pk, property@pakqatar.com.pk
Web: www.pakqatar.com.pk

Participant's Membership Document

Contractual Liability

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.

Whereas the Participant by a proposal which shall be the basis of this membership and be held as Incorporated herein has applied to the Pak Qatar General Takaful (here in after referred to as the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the Contribution as consideration for or on account of such Indemnity.

Now this Policy Witnessed that subject to the terms exceptions limits and conditions contained herein or endorsed hereon the Company will indemnify the Participant against loss or damage to Property, for which the Participant has entered into a contract and such contract has been declared by the Takaful Company to the Participant, occurring within the Territorial Limits arising out of the failure to carry out the duties the Participant has contracted to perform by the contractor or the contractor employees, servants or agents for which the contractor shall become legally liable.

Subject otherwise to the terms, clauses and conditions of Section 2.

A. Costs

The contribution will be inclusive cost of defense in the limit of Indemnity.

B. Indemnity to other Parties

The takaful operator will indemnify in the event of the death of the participant, the personal representative of the participant in respect of liability incurred by the participant.

C. Indemnity to Principal

Subject to the terms, exceptions and conditions of this Policy and not withstanding General Exclusion 2 where any contract or agreement entered into with any other party (Principal) so requires the takaful operator will herein indemnify.

- i) The participant in respect of liability for bodily injury or damage to the property assumed under such contract or agreement with the Principal or
- ii) The Principal in like manner to the participant in respect of the liability of the Principal for such bodily injury or damage to property

Providing that:

1. such liability arises out of the performance by the participant of such contract or agreement.
2. the conduct and control of claims is vested in the takaful operator.
3. the Principal shall observe fulfill and be subject to the terms exceptions and conditions of this Policy as far as they can apply.

Where an indemnity is provided to any Principal the takaful operator will treat such Principal and the participant as though a separate Policy had been issued to each of them provided that nothing in this extension shall increase the liability of the takaful operator to pay any amount exceeding the limit of Indemnity of the Operative Section(s).

Exclusions

The Indemnity expressed in this Policy shall not apply to:

1. liability in respect of injury, illness, loss or damage which results from a deliberate act or omission of the Participant and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. liability assumed by the Participant by agreement and which would not have attached in the absence of such agreement.
3. liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the participant if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the participant or any sums payable by the Participant under legislation relating to occupational injury or illness
4. The takaful operator shall not be liable under this Policy in respect of bodily injury caused to an employee, this Exception shall apply only when the participant under a contract or agreement has undertaken to indemnify any principal or has assumed liability under contract for such bodily injury and which liability would not have attached in the absence of such contract or agreement.
5. liability in respect of loss of or damage to property
 - a) belonging to the participant
 - b) in the charge or under the control of the participant or any servant or agent of the Participant.
 - c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Participant or any servant or agent of the Participant.
6. liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.
7. liability in respect of injury, illness, loss or damage arising from the ownership possession or use by or on behalf of the Participant of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor takaful is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
8. liability in respect of injury, illness, loss or damage caused by or in connection with or arising from
 - a) any vessel or craft or aircraft not specified in the Schedule under the heading of Plant owned or possessed or used by or on behalf of the Participant or the loading or unloading thereof.

Participant's Membership Document

Contractual Liability



PAK-QATAR
GENERAL TAKAFUL

- b) any lift, elevator, escalator, hoist or crane owned or used by the Participant or for the maintenance of which the Participant is responsible unless specified in the Schedule under the heading of Plant.
- c) any commodity article or thing supplied repaired, altered or treated by or to the order of the Participant and happening elsewhere than at any of the Participant's premises.
- 9. liability directly or indirectly occasioned by or through or in consequence of pollution or contamination.
- 10. liability directly or indirectly occasioned by or through or in consequence of
 - a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not).
 - b) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power.
 - c) martial law or state of siege or any of the events or causes which determine proclamation or maintenance of martial law or state of siege
 - d) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences.
- 11. liability directly or indirectly caused by or contributed to by or arising from
 - a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - b) nuclear weapons material.

Conditions

This policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

- 1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Participant shall as soon as possible give notice thereof to the takaful Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
- 2. The Participant shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise or payment in connection any occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Participant the defense of any claim or to prosecute in the name of the Participant at its own expense and for its

own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the participant shall give all such.

- 3. The company may in the case of any occurrence pay to the participant the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
- 4. If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or takaful in favor of or effected by or on behalf of the participant applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the participant in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or takaful had this Policy not been effected.
- 5. If the contribution for this Policy has been calculated on any estimates furnished by the participant, the participant shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record and shall within one month from the expiry of every Period of Indemnity supply to the company a correct statement so that the contribution for that period shall be calculated and the difference paid by or allowed to the participant as the case may be.
- 6. The Participant shall take all reasonable precautions to prevent injury, illness, loss or damage which may give rise to a claim under the Policy.
- 7. The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent the Company may give notice in writing to the participant and there upon all liability of the Company in respect thereof or arising therefrom shall be suspended. If at any time anything shall occur materially affecting the risk participant hereunder the participant shall within seven days' give notice in writing to the Company.
- 8. This Policy may be cancelled at any time by seven days' notice by registered letter from the Company to the participant's last known address and in such event the Company will return a pro rata portion of the contribution for the unexpired part of the Period of Indemnity.

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 PMD has been in force.

9. If any difference arises as to the amount to be paid under this Policy (Liability being otherwise admitted such difference shall be referred to the decision of any Arbitrator to be appointed in writing by the parties in difference of if they cannot agree upon a Single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or incase the Arbitrators do not agree, of an Umpire appointed inwriting by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
10. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy by the participant in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the proposal made by the participant shall be conditions precedent to any liability of the company.

Takaful Operator Fees

The Company shall deduct Operator's fee as per defined ratio approved by Shariah Advisory Board out of the Contribution received under this PMD. 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.

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.، شہرہ 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

منجمنٹ ایکزیکوٹو، انشورنس ڈویژن 3rd فلور، این آئی سی بلڈنگ 63 جناح ایوینیو، 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 080088008
Email: complaints@secp.gov.pk
Website: https://sdms.secp.gov.pk/ (for online filing of complaints)

این آئی سی بلڈنگ 63 جناح ایوینیو، بلیو ایریا، اسلام آباد - 4400، پاکستان۔
فون: ٹول فری 080088008
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)



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.

