



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Employer's Liability Takaful



Issued by:

Participant's Membership Document

Employer's Liability 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 PMD of the Fund, and of the benefits declared by the Fund from time to time under this pmd, in accordance with the Waqf Rules governing the Fund.
- iii Subject to the participant continuing as a member of the Fund and complying with his/her undertaking under his/her declaration made in the proposal form, he/she is indemnified by the Fund as one of its beneficiaries against the perils/events described, in the manner and to the extent as stated hereunder.

Conditions Precedent:

- i. No payment in respect of any Contribution shall be deemed to be payment to the Company unless a printed form of receipt for the same, signed by an authorized official of the Company, shall have been given to the Participant.
- ii. Notwithstanding anything above, cover under this pmd shall not commence until the Contribution, as stated in the schedule hereof, has been paid or guaranteed to be paid in the manner as stated in the schedule or as expressly agreed and stated therein.

Whereas the Participant carrying on the Business described in the Schedule and no other for the purpose of this PMD, has applied for participation the Fund and has made a proposal by completing a questionnaire, which together with any other statements made in writing by the Participant for purpose of this Policy, is deemed to be incorporated herein and has paid or undertaken to make payment as Contribution, as stated in the afores Schedule, for the indemnity herein after contained.

Now this Policy Witnessed that if at any time during the Period of Policy any employee in the Participant's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Participant in the Business and if the Participant shall be liable to pay compensation for such injury either under:

the Law(s) set out in the Schedule: or at Common Law

then subject to the terms, exceptions and conditions contained herein or endorsed hereon, the Company shall arrange to indemnify the Participant against all sums for which the Participant shall be so liable and

shall in addition arrange for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore, this Policy shall remain in force but the amount of indemnification shall be limited to such sum(s) as the amount of indemnification would have been recoverable if the Law(s) had remained unaltered.

Exceptions

No payment will be made in respect of:

- a) any injury or death by accident(s) or disease directly attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared not), civil war, terrorism, mutiny, insurrection, rebellion, revolution, Military or usurped power
- b) the Participant's liability to employees of contractors to the Participant,
- c) any employee who is not a "Employer" within the meaning of the Law(s),
- d) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement,
- e) any sum which the Participant would have been entitled to recover from any other party but for an agreement between the Participant and such party.

Conditions

- This Policy and the schedule shall be read together as one Policy and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- The Participant is required to deliver every notice or communication in writing at the address of the Company at Head Office, Karachi.
- 3. In the event of any occurrence which may give rise to a claim under this Policy the Participant shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summon and process should be notified or forwarded to the Company immediately on receipt thereof Notice should also be given to the Company immediately on the Participant getting to know of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- The Participant shall take all reasonable precautions to prevent accidents and diseases and shall comply with all statutory obligations.
- 5. No admission, offer, promise or payment shall be made by or on behalf of the Participant without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages r otherwise 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 information and assistance as the Company may require.
- 6. The first contribution and all renewal contributions that maybe accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to his employees during each period of Policy. The name of every employee together with the amount of wages, salaries and other earnings shall be properly recorded and the Participant shall at all times allow the Company to inspect such records

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and shall supply the Company with correct accounts of all such wages, salaries and other earnings paid during any Period of Policy within one month from the expiry date of such period of Policy. If the amount so paid shall differ from the amount on which contribution has been paid, the difference in contribution shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

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

- 8. 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.
- 9. The due observance and fulfillment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the Proposal, shall be conditions precedent to the Participant being indemnified.

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.

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

پاک قطر جزل تکافل کمیٹڈ

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 کاشف رشید 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 سِیکنڈ فلور، ریڈ کریسنٹ سوسائٹی

اسَكُنَى بَلْدُنْكَ، بَلِاتْ نَمْبِرَ99 / 5 وَاكْرُ واؤد لِيتًا رودُهُ كَرَا بِيَّ فون: 62-99207761 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: بھکر، خوشب، میانوالی، جہلم، چکوال، راولپنڈی اور انگ کے سوا پنجاب کے تمام اضلاع کے پالیسی ہولڈرز لاہور میں قائم کمیٹنی سے رجوع کر سکتے 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 اليهيينج تميش آف پاكستان

این آئی سی بلڈنگ 63جناح ایونیو، بلیو ایریا،اسلام آباد - 4400 ، پاکستان۔ فون: ٹول فری 800880080

complaints@secp.gov.pk

/https://sdms.secp.gov.pk (شَكَايات كَى آثَارَ أَنْ فَا كُلُنُكُ كَ لِيَّ)

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 ۔

ڈسٹرکٹ اینڈسیشن جج (تمام اصلاع)

Insurance Tribunal				الشورنس ٹریبوبل		
SR#	COMPLAINT PROVINCE	jurisdiction	دائره کار	شكايت كاصوبه	نبرشار مبرشار	
- 1	Sindh	District & Session Judge Karachi (Central)	ڈسٹر کٹ اینڈسیشن جج کرا چی (وسطی)	سندھ	1	
2	KPK	District & Session Judge Peshawar	وسٹر کٹ اینڈ سینٹن جج بیثا ور	خيبر پختونخواه	۲	

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

District & Session Judge (All Districts)



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.







