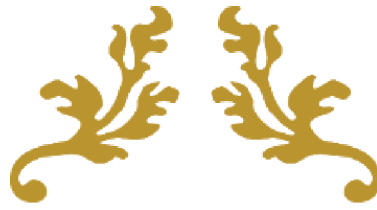




PAK-QATAR  
GENERAL TAKAFUL



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# PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

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Mobile Phones All Risk Takaful



Issued by:

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**Pak-Qatar General Takaful Limited (PQGTL)**

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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](mailto:info@pakqatar.com.pk), [property@pakqatar.com.pk](mailto:property@pakqatar.com.pk)  
Web: [www.pakqatar.com.pk](http://www.pakqatar.com.pk)

# Participant's Membership Document

## Mobile Phones All Risk 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').
- li 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.
- lii Subject to the participant continuing as a member of the Fund and complying with his/her undertaking under his/her declaration made in the proposal form, he/she is indemnified by the Fund as one of its beneficiaries against the perils/events described, in the manner and to the extent as stated hereunder.

### Conditions Precedent:

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

**Whereas** the participant named in the schedule hereto has applied for participation in the Fund and has made 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 and has paid or undertaken to make payment as Contribution to the Fund, as stated in the aforesaid Schedule, for the purpose of the indemnity hereinafter contained.

**Now this policy witnessed** that subject to the terms, exclusions, limitations, warranties, and conditions contained herein or endorsed hereon, during the period of this Policy, the property or any part thereof be lost or damaged by FIRE, VIOLENT THEFT, ARMED HOLD-UP, ROBBERY AND EARTHQUAKE anywhere in Pakistan, the Company shall at its option arrange to pay, reinstate or repair, indemnify the Participant against such loss or damage.

### Conditions

1. 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.
2. The Participant shall take all reasonable precautions for the safety of the property covered and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall:

- a) in case of theft or loss, inform the police, obtain F.I.R., / and / or roznamcha as per claim team's requirement and render all reasonable assistance to the Company in causing the discovery and punishment of any guilty person and in tracing and recovering the property,
  - b) in all cases, give notice thereof to the company in writing within seven (7) days, thereafter deliver to the Company a claim in writing, and supply all such details, proofs, and particulars as may be reasonably required.
3. The Company may at any time at the expense of the fund use all legal means in the name of the Participant for the recovery of any of the property lost and the Participant shall give all reasonable assistance for that purpose. Any property recovered after the settlement of the claim hereunder shall be the property of the Fund, not exceeding the amount paid to the Participant and the Participant shall execute all such assignments and assurances of such property as may be reasonably required.
  4. No alteration in the terms and conditions of this Policy shall be held valid unless the same be signed or initialed by an Authorized Official of the Company. Every notice or communication is to be given or made by the participant in writing to the Head Office or Branch Office of the Company in Pakistan.
  5. The Company may at its own option arrange to repair reinstate or replace the property herein covered or any part thereof or pay in cash the amount of the loss or damage such that, that amount shall not exceed the actual value of the part damaged or lost plus the reasonable cost of fitting, but in no case shall exceed the amount covered hereby as specified in the schedule at the time of the loss or damage, whichever is less.
  6. If at the time of any loss or damage happening to the property hereby covered, then be any other subsisting Takaful/Insurance Policies, whether affected by the Participant or by any other person(s), covering the same property, no payment shall be made or contributed more than rate able proportion under this Policy of such loss or damage.
  7. No claim would be recoverable hereunder if the benefits of this Policy have been vested in the name of any person or persons other than the Participant unless written consent thereto has been first obtained by the Company.
  8. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in differences or 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 to do so by either of the parties or in case the Arbitrators do not agree to a n Umpire appointed in writing 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. If the Company shall disclaim to indemnify the Participant for any claim hereunder and

# Participant's Membership Document

## Mobile Phones All Risk Takaful

such claim shall not within, twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. 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 canceled 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
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.

10. The due observance and fulfillment of the terms, 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 or them and the truth of the statement(s) and answer(s) in the said proposal shall be condition precedent to any indemnification under this Policy.
11. If any declaration made by the Participant is untrue in any respect, or if any material fact affecting the risk be incorrectly stated or omitted or if this Policy or any renewal thereof shall have been obtained through any misstatement, misrepresentation, or suppression, or if any fraudulent claim is made or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall become void.
12. If at the time of loss or damage, the sum covered by any item shall be less than the total value of the property covered thereby, the Participant shall be considered covered on his own for the difference and shall bear a ratable proportion of such loss or damage.

### Exclusions

No payment will be made in respect of:

1. Loss or damage to the set(s) and/or its component(s) arising from wear and tear, gradual deterioration, depreciation, moth, vermin, any process of cleaning or

restoring, or action of light.

2. Loss or damage arising from negligence / mishandling of the Participant.
3. Loss or damage arising from atmospheric and climatic conditions other than lightning.
4. Loss or damage arising from malicious damage, mechanical or electrical breakdown, power surge, and battery leakage.
5. Breakage of tortoise shell glass or other brittle substance not due to fire or theft.
6. Loss of or damage to the battery, spare battery, battery clip, battery charger, adaptor, software, subscriber identity module (SIM) card and/or any data and / or information contained therein, electrical / electronic part(s), component(s) of the cellular set(s) as a result of a breakdown, blow up due to voltage surge and/or part failure and/or any other cause whatsoever.
7. Any consequence of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power, terrorism, riot, strike, and civil commotion.
8. Loss or damage from detention, confiscation, destruction, or requisition by Custom House or other officials or Authorities.
9. Loss of mobile telephone while left unattended in a parked car or public place.

### Limit of Indemnity

The limit of indemnity under this Policy during any period of this Policy shall not exceed:

- a. in respect of any one item of the property, the sum set opposite thereto.
- b. in respect of loss or damage to any article forming part of a pair or the set, the value of the particular part(s) which may be lost or damaged without reference to any special value which such part(s) may have as forming a pair or set but in any event not exceeding a proportionate part of the sum covered in respect of pair or set.
- c. in respect of loss or damage, the total Sum Covered is less the cost of the part not damaged/lost.

### Takaful Operator Fees

The Company shall deduct the Operator's fee @ \_\_\_\_ % 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 for the purpose of managing the investment of the participant's Contribution. As such, the Company stands entitled to a share of \_\_\_\_ % in the investment income thereof as Mudarib.

### Surplus Distribution

The 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, that they may have received during the undervaluation period.

#### IMPORTANT:

The Participant should, for his / her own protection, examine this PMD 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.

# 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 جزل 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، شریہ 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 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 ریگولیٹر 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 ایوینیو، 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)





### **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.

