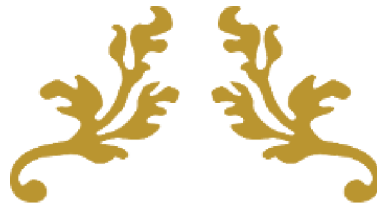




PAK-QATAR
GENERAL TAKAFUL



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Product Liability Takaful



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

Product 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.

Whereas the Participant by a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein has applied to the Company for the indemnity herein after expressed and has paid or agreed to pay the first contribution as consideration for such indemnity.

The Company shall, subject to the terms, limits, exceptions and conditions contained herein or endorsed hereon, indemnify the Participant against all sums which the Participant shall become legally liable to pay as compensation for accidental bodily injury to or illness of any person happening during the period of takaful and caused by anything harmful or defective in any goods (or the container thereof) described in the schedule under the heading of the goods and supplied by the Participant in connection with the Business specified in the schedule.

In the event of the death of the Participant, the company will in respect of the liability incurred by the Participant indemnify the Participant's personal representatives in the terms of and subject to the limitation of this policy, provided that such personal representatives shall as though they were the Participant observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

In respect of a claim to which the indemnity expressed in this PMD applies, the company will also indemnify the Participant against all costs and expenses of litigation recovered by any claimant against the Participant and / or incurred by the Participant in the defense of any claim with the written consent of the Company.

Limits of Indemnity

The liability of the Company under this Policy for all Compensation payable:

To any claimant or any number of claimants in respect of or arising out of anyone occurrence or all occurrences of a series consequent upon on source or original cause shall not exceed the sum specified in the schedule as the limit of indemnify for anyone accident.

In respect of all injury, illness, loss and damage sustained or occurring during any one period of takaful, shall not exceed sum specified in schedule as limit of indemnity for any one period.

Exceptions

The indemnity expressed in this PMD, shall not apply to liability.

Assumed by the Participant under contract and which would not have attached in the absence of such contract.

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 claims under W.C Act of 1923.

In respect of loss of or damage to property belonging to the Participant or in the charge or under the control of the Participant or any servant of the Participant.

In respect of injury, illness, loss or damage.

- a) Cause by anything bought by the Takaful on terms which vary or exclude the conditions as to Act, 1893 quality or fitness implied under the sale of Goods.
- b) Caused by any goods in the charge or under the control of the Participant.
- c) Arising from the supply of goods at or from any premises occupied by the Participant outside Pakistan.

Attaching to the Takaful as a result of any error or defect in or the unsuitability of:

- a) Any plan drawing specification or formula prepared and used as intended by the Participant.
- b) Any directions or advice issued or given as intended by the Participant concerning the use or storage of any goods.

In respect of the cost of removing, replacing, reinstating or repairing defective or unsuitable goods supplied by the Participant or in respect of claims arising from loss of use of such goods.

Directly or indirectly caused by or contributed to buy or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war rebellion, revolution, insurrection or military usurped power.

For making own liability Exclusions of:

- a) Exports to Abroad
- b) Pure Financial Losses
- c) Products Guarantee
- d) Products Recall
- e) Punitive Damages
- f) Claims originating from Strike Riot Civil Commotion or terrorist activities
- g) Asbestos related claims

Conditions

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

The assured shall give the company immediate notice in writing with full particulars of the happening of any occurrence likely to give rise to a claim under this PMD of the receipt by the assured of notice of any claim and of the institution of any proceedings against the assured.

Participant's Membership Document

Product Liability Takaful

The Participant shall not without the consent in writing of the Company, repudiate liability, negotiate or make any admission, offer or payment in connection with any occurrence or claim, and 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 for its own benefits any claim for indemnity or damages any person and shall have full discretion in the conduct of any proceeding or claim and the Participant shall give such information and assistance as the company may require.

The Company may, in the case of Any claim or number of claims in respect of or arising out of anyone occurrence or all occurrences of a series consequent on one source or original cause, pay to the Participant the maximum sum payable as compensation under this policy in respect thereof (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 can be settled and the Company shall thereafter be under no further liability in respect thereof except for the payment of costs and expenses of litigation under this PMD incurred prior to the date of payment of such sum.

If the contribution for this PMD has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars relating thereto and shall at all times allow the Company to inspect such record, the Participant shall within one month from the expiry of each period of indemnity, furnish to the Company may require. The contribution for such period shall thereupon be adjusted and the difference paid by or allowed to the Participant as the case may be.

If at the time of any claim, arising under this indemnity, there shall be any other Takaful covering the same risk or any part thereof, the Company shall not be liable for more than its ratable proportion thereof.

If at any time or from time to time any change shall occur, materially varying any of the facts existing at the date of the proposal, the Participant shall within seven days give notice in writing to the Company and shall pay such additional contribution as the Company may require.

This PMD 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 of demand.

It is a condition the PMD that additional contribution will be charged if the turnover increases by more than 10%.

The Participant shall take all reasonable precautions to prevent the supply of goods and /or containers which are not in good condition and fit for the purpose for which they are intended and shall exercise reasonable care that all Acts of legislation and all by laws and directions, made by statutory or local authority are duly observed and complied with. After any occurrence to which this PMD applies, no goods involved in such occurrence, shall as far as is practicable, be altered, repaired or destroyed until the Company shall have had an opportunity of inspecting such goods.

The due observance and fulfillment of the terms, provisions conditions and endorsement of this PMD be 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 the answers in the said proposal, shall be conditions precedent to any liability of the Company to make any payment under this PMD.

Paramount Clause

Section 3c(4) of the Takaful Act 1938 read with the relevant Takaful Rule 1958 provides that no insurer shall assume any risk in respect of general Takaful business unless the full contribution payable for the Takaful has been paid to or deposited with the insurer or guaranteed in the form prescribed under the Takaful Rules.

It is therefore expressly declared that notwithstanding anything to the contrary contained in this PMD/ Cover Note or any endorsement thereon, the insurer shall not be liable to pay and the Participant shall have no right to claim any compensation hereunder if the full contribution has not been paid, deposited or guaranteed as aforesaid prior to the date of commencement of the risk.

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this PMD or any endorsement thereto it is agreed that this PMD excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or section of public, in fear.

The endorsement also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Takaful Operator Fees

The Company shall deduct 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

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

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

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

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

Securities and Exchange Commission of Pakistan (SECP)

سیکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان

NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad - 4400, Pakistan.
Phone: Toll free 080088008
Email: complaints@secp.gov.pk
Website: https://sdms.secp.gov.pk/ (for online filing of complaints)

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

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

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



A Brief Introduction of Pak-Qatar Group

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

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

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

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

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

