



PAK-QATAR
GENERAL TAKAFUL



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Professional Indemnity Takaful



Issued by:

Pak-Qatar General Takaful Limited (PQGTL)

402-404, Business Arcade, Block-6, P.E.C.H.S., Shahrah-e-Faisal, Karachi-75400.
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Web: www.pakqatar.com.pk

Participant's Membership Document

Professional Indemnity 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 has submitted a written proposal dated as shown in the Schedule attached to this PMD containing particulars and statements which (together with any other information which may have been supplied) it is agreed shall be the basis of this contract and are to be considered as incorporated herein and in consideration of the contribution stated in the Schedule.

COVERAGE

NOW THEREFORE, Pak-Qatar General Takaful Limited, hereinafter called "the Company", hereby agree to indemnify the Participant up to but not exceeding in the aggregate the sum stated in the Schedule for any sum or sums which the Participant may become legally liable to pay arising from any claim or claims made against them during the period stated in the Schedule as a direct result of **any negligent act, error or omission** in the professional conduct and execution of the professional activities and duties as herein defined.

FURTHER, it is understood and agreed that the Company will pay in addition to the sum stated in the Schedule the costs and expenses incurred with the Company' written consent in the defense and/or settlement of any claim. However, if a payment in excess of the amount of indemnity available under this Takaful has to be made to dispose of a claim made against the Participant the Company' liability in respect of such costs and expenses shall be such proportion of the total cost and expenses incurred as the amount of the indemnity available under this Takaful bears to the total amount paid to dispose of the claim.

THE EXCESS/DEDUCTIBLE

PROVIDED ALWAYS THAT the Company shall be liable only, in respect of each and every claim hereunder, for that part of the claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by Company investigating and defending the claim) which exceeds the amount stated as "the Excess/Deductible" in the Schedule.

It being understood and agreed that if any expenditure is incurred by the Company which, by virtue of this clause, is the responsibility of the Participant then such amount shall be reimbursed to the Company by the Participant forthwith on demand.

DEFINITION

The professional activities and duties in respect of which cover is granted by this PMD shall be defined as the performance by the Participant of those activities and duties as are stated in the Schedule attached.

EXCLUSIONS

This Takaful does not cover any claim or claims arising out of:

1. Loss of or damage to property other than that in connection with which the Participant is or has been exercising his professional activities and duties.
2. Any failure or omission on the part of the Participant to effect or maintain Takaful.
3. Any claim made against the Participant as a result of any dishonest, malicious, criminal or illegal acts of the Participant.
4. Work in connection with contracts outside Pakistan.

5. The ownership, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the Participant.
6. Financial loss resulting from exceeding of cost estimates and time limits.
7. Libel and slander.
8. The insolvency of the Participant.
10. The cost of replacing documents which have been lost, mislaid or destroyed while entrusted to or in the care custody or control of the Participant.
11. The giving by the Participant of any express warranty or guarantee which increases the Participant's measure of liability but this exclusion shall not apply to liability which would have attached to the Participant in the absence of such express warranty or guarantee to the extent that such is attributable to breach of professional duty otherwise Participant hereby.
12. This PMD does not cover:
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense Whatsoever resulting or arising therefrom or any consequential loss OR
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to
By or arising from
 - (i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or From any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive
Nuclear assembly or nuclear component thereof.
13. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power;
14. Circumstances where the Participant are entitled to indemnity under any other Policy.
15. Any financial loss not connected to any property damage or bodily injury (pure financial loss).

SPECIAL PROVISIONS

1. It is understood and agreed that, where the Participant act in more than one capacity in the same project that is where they are, at the same time:
 - a) Building or project Owners and Contractors and Designers, or
 - b) Contractors and Designers, or
 - c) Building or project Owners and Designers

and the Participant in any of these capacities incur loss, damage or expense arising from any negligent act, error or omission in connection

with the activities as defined herein, Company agree to consider it as if a claim had been made against the Participant provided

- (i) that such loss, damage or expense is not covered by any other policy;
- (ii) That discovery of any negligent act, error or omission or circumstances, likely to give rise to a claim is immediately advised to Company within the Takaful PMD period. "Designers" in the above context shall extend to include all these activities and duties defined in and covered by this PMD.

The Takaful provided by the within PMD is extended to indemnify the Participant, subject to PMD terms and conditions, against their legal liability for claims (and/or against loss, damage or expense as defined in Special Provision I) arising out of any negligent act, error or omission in the conduct of their activities or duties committed by specialist designers or consultants acting on the Participant's behalf and for whom the Participant are responsible.

Provided always that the Company shall become subrogated to all rights of recourse and remedies of the Participant and the Participant shall take all reasonable steps to preserve such rights and remedies and shall co-operate with Company and give all reasonable assistance in effecting any recovery following the payment by Company of any claim under this Special Provision.

The Company' total liability for all claims under this PMD including this Special Provision, shall not exceed the sum stated in the Schedule.

CONDITIONS

I. PARTICIPANT'S DUTIES IN THE EVENT OF CLAIM:

1. The Participant shall as a condition precedent to their right to be indemnified under this Takaful give immediate written notice to the person(s) named for that purpose in the Schedule for transmission to Company.
 - a) of any claim made against them
 - b) of the receipt of notice from any person of any intention to make a claim against them
 - c) of any loss, damage or expense sustained by the Participant in accordance with Special Provision I (One)
 - d) of any circumstance, of which they shall become aware during the subsistence hereof, which is likely to give rise to a claim against them. Such notice having been given, any claim, to which that circumstances has given rise, which may be made after the expiration of the period specified in the Schedule shall be deemed for the purposes of this PMD to have been made during the subsistence hereof.
2. The Participant shall not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the Company who if they so wish shall be entitled to take over and conduct in the name of the Participant the defense and/or settlement of any such claim for which purpose the Participant shall give all such information and assistance as the Company may reasonably require.

2. AGREEMENT TO PAY CLAIMS:

Company agree to pay claims which may arise under this Takaful without requiring the Participant to dispute any claim unless a Counsel (to be mutually agreed upon by the Company and the Participant) advise that the same could be contested with a reasonable prospect of success by the Participant and the Participant consent to such claim being contested, but such consent is not to be unreasonably withheld. In the event of any dispute arising between the Participant and the Company as to what constitutes an unreasonable refusal to contest a claim at Law. The President for the time being of the Professional Body of which the Participant is a member shall nominated a Referee to decide this Point (only) and the decision of such Referee shall be binding on both parties.

3. WAIVER OF SUBROGATION AGAINST EMPLOYEES:

It is hereby agreed that if any payment is made under this Insurance in respect of a claim and the Company are thereupon subrogated to all the Insured's right of recovery in relation thereto the Company shall not exercise any such rights against any employee of the Insured unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the employee.

4. FRAUDULENT CLAIMS:

If the Participant shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this takaful shall become void and all claims thereunder shall be forfeited.

5. CANCELLATION

In the absence of a local, legal regulation, or in the absence of any rule of the Pakistan Engineering Council regarding the cancellation of takaful PMDs of this nature, this takaful PMD may be cancelled by the Participant at any time by written notice to the Company. This Takaful may also be cancelled by or on behalf of the company by registered, certified or other first class mail, to the Participant's address as shown in the schedule containing written notice about when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Takaful shall terminate at the date and hour specified in such notice. Furthermore:

- If this Takaful shall be cancelled by the Participant the company shall refund the customary short rate proportion of the contribution hereon.
- If this Takaful shall be cancelled by or on behalf of the Company, the Company shall refund the pro rata proportion of the contribution hereon.
- No refund allowed in cancellation if any one claim paid to the Participant
- Payment or tender of any unearned contribution by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
- If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

6. LAW AND JURISDICTION

Coverage under this PMD is subject to Pakistan Law and Jurisdiction only.

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.

FOR CLAIM INTIMATION

shahzad.ghilzai@pakqatar.com.pk
anwar.ahmed@pakqatar.com.pk

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 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.، 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 0800880008
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 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)

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

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



Pak-Qatar Group stands as a trailblazer in Pakistan's Islamic financial services industry, offering a diverse range of Shariah-compliant solutions. Rooted in Islamic values and driven by excellence, the Group's trusted entities - Pak-Qatar Investments, Pak-Qatar Asset Management, Pak-Qatar Family Takaful, Pak-Qatar General Takaful, Sharq Trading and Merchandising Limited, and the Pak-Qatar Care Foundation - work in synergy to provide ethical and innovative financial services, empowering individuals and businesses across the nation. The Group champions excellence, integrity, and trust to reshape the country's Islamic financial ecosystem.

Life is full of uncertainties, but protecting your family shouldn't be. As Pakistan's pioneer in Family Takaful, **Pak-Qatar Family Takaful Limited (PQFTL)** is Pakistan's first & only dedicated Takaful company backed with an "AA" rating (by VIS) with a stable outlook and a Pension Fund manager rating of "AM2" with stable outlook by Pakistan Credit Rating Agency (PACRA), offers an unmatched, comprehensive suite including individual and corporate Takaful and investment solutions like Mahana Bachat & Takaful Flexi Plan, Priority Takaful, Education Takaful & Voluntary Pension Scheme with Annuity Plan that protect what matters most—your loved ones and your future. From securing your family's future to safeguarding businesses, PQFTL ensures you are prepared for the unexpected—today and tomorrow.

Pak-Qatar Asset Management Company Limited (PQAMC) is your gateway to Riba-free and profitable Investments. As the fastest growing asset management company of Pakistan, rated "AM2" (by PACRA) with a stable outlook, PQAMC is redefining investment opportunities offering top-tier mutual funds and personalized investment advisory services. With a vision to improve lifestyles, we believe the right investments can transform lives.

With **Pak-Qatar General Takaful (PQGTL)**, protect what matters. When challenges come your way, we're not just a safety net - we're your strongest partner. As one of Pakistan's leading General Takaful providers, rated "A+" (by PACRA) and "A" (by VIS) with stable outlook, we combine the principles of mutual support and cooperation to offer non-life Takaful coverage that protects your assets and secures your peace of mind.

Pak-Qatar Investment (Private) Limited (PQIL) is your partner in progress. We combine expertise with action to deliver powerful, results-driven, and Shariah-compliant financial solutions. From delivering sharp project insights to exclusive investment strategies, PQIL helps clients make smarter, confident decisions. As a key player in Pak-Qatar Group, we don't just advise - we unlock opportunities that fuel growth and create impact.

