



PARTICIPANT'S MEMBERSHIP DOCUMENT (PMD)

Third Party / Public Liability Takaful



Issued by:

Participant's Membership Document

Third Party / Public 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 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.
- 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 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 the Participant shall be indemnified subject to the terms, conditions and exceptions contained herein or endorsed hereon (which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Participant to recover hereunder) against all sums which the Participant shall become legally liable to pay in the event of:

- a) accidental bodily injury (including death and/or sickness),
- b) accidental loss of or damage to property, happening anywhere in Pakistan during the period specified in the Schedule or any subsequent period in respect of which the Participant shall have paid and the Company has accepted the renewal Contribution.

Provided always that the amount of indemnity for all claims for compensation payable under this Policy to any claimant or any number of claimants in respect of:

 a) any one occurrence or series of occurrences arising directly or indirectly from one source or original cause not exceeding the limit of indemnity as specified in the Schedule attached hereto.

 b) all occurrences happening in anyone period of Policy not exceeding the period limit as specified in the Schedule attached hereto.

In respect of any occurrence where legal proceedings have been defended to which this Policy applies, the amount of indemnity may also include all costs and expenses incurred for which the Participant may be liable with the written consent of the Company.

Exceptions

No payment will be made in respect of:

- Accidental bodily injury (including death and/or sickness) to any member of the Participant's family or household or any employee of the Participant, if the said bodily injury arises out of and in the course of his employment.
- Loss of or damage to property belonging to or in the custody, charge or control of the Participant or any member of the Participant's family or household or any employee of the Participant.
- 3. Bodily injury or damage to property cause by:
 - a) the possession or use of vehicle (other than cycles or hand carts), locomotive, ships, craft or aircraft.
 - b) defective sanitary arrangements, water pollution, chemical effluent, fumes or other noxious gases, liquid or substances other than natural or purified gas carried in or escaping from any of the Participant's pipeline and/or ancillaries.
- Liability to workmen of the Participant or his subcontractors and or dependent of such workmen under any law requiring compensation to be paid for injury to workmen.
- 5. Liability which attaches by virtue of the agreement which would not have attached in the absence of such agreement.
- Any accident or loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever, resulting from or arising there from any consequential loss.
- Bodily injury, loss of or damage directly or indirectly occasioned by or happening through or in consequence of:
 - a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, mutiny or military or usurped power, riot or civil commotion, terrorism,
 - b) any act of any person or persons acting on behalf of any organization with activities directed towards the overthrow by force of any dejure or de facto Government or the influence of it by Terrorism or Violence.

In case of any claim, suite or other proceedings where the Company alleges that by reason of this exception, any liability is not covered or the Participant may not be indemnified by this Policy, the burden of proving that such liability is covered shall be solely upon the Participant.

Participant's Membership Document

Third Party / Public Liability Takaful



- 8. Loss of or damage to any property caused by or resulting from the explosion of any boiler or other apparatus own or use by the Participant which is intended to operate under internal pressure due to steam.
- Bodily injury, loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to:
 - a) ionizing, radiations 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 exception, combustion shall include any self-sustaining of nuclear fission.
 - b) nuclear weapons material.

Conditions

- The Participant is required to deliver every notice or communication in writing at the address of the Company at Head Office, Karachi.
- 2. The Participant shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations and shall take reasonable steps to maintain all premises, furnishings, fittings, appliances and plant in sound condition. In the event of discovery of any defect or danger, the Participant shall forthwith cause such danger or defect to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 3. The Participant shall give notice to the Company of any accident as soon as reasonably practicable after the accident comes to the knowledge of the Participant or of the Participant's representative for the time being and shall forward every written notice or information as to the Company may require after receipt of any verbal notice of claim and all proceedings. The Participant shall see that the best endeavors are made to preserve any damaged, defective or other appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable. No alteration or repair shall without the consent of the Company be made to any premises, fencing machinery, furnishings, fittings, appliances or plant after any accident occurring in connection therewith except for safety purposes until the Company shall have had an opportunity of inspecting the same. The Participant shall give all necessary information and assistance and forward all documents to enable the Company to investigate, settle or resist any claim as the Company may think fit.
- 4. The Participant shall not incur any expense, whether of litigation or otherwise, or make any payment, settlement, arrangements or admission of liability in respect of any accident which may give rise to a claim without the written authority of the Company. The Company shall be entitled to use the name of the Participant for all purposes in connection with this Policy including the bringing, determining, enforcing or settlement of legal proceedings for the benefit of the Fund. The Company may, prior to or at any stage of such proceedings, arrange payment to the Participant of the full amount or any part thereof payable under this Policy in respect of any claim and shall thereupon be relieved

- from arranging any further amount(s) required to indemnify the Participant in respect of the claim in question and shall not be responsible for any loss alleged to have been sustained by the Participant in consequence of any action or omission by the Company in connection with such claim or proceedings.
- 5. If at the time of any accident covered under this Policy there be any other subsisting Takaful/Insurance Policies whether effected by the Participant or by any person(s) covering the same risk, no payment shall be made or contributed more than rate able proportion in respect of such accident under this Policy.
- 6. 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 anytime 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.

7. 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 difference 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 agrees to an 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 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.

Participant's Membership Document

Third Party / Public Liability Takaful



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 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 بَلَدُ نَكُ، بَلِاتُ مُبِر197/5وُأَكُرُو واؤد لِيهَا رودُهُ كَرا بِيَ _ فون: 62-99207761 و210 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 ایج 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 اليهيج تحميث آف بإكتان

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.







