



IGI General Takaful

IGI General Insurance Limited - Window Takaful Operations

FIRE TAKAFUL Participant's Membership Document



IGI GENERAL INSURANCE LIMITED

WINDOW TAKAFUL OPERATIONS

FIRE POLICY

POLICY NO: _____

WELCOME TO IGI GENERAL TAKAFUL

Thank you for taking out your Fire Takaful Policy with us – and welcome to IGI General Insurance Limited – Window Takaful Operations.

IGI General Insurance Limited (part of the Packages Group) is considered amongst the earliest, most diverse and respectable insurers in Pakistan offering a wide range of insurance products including all Takaful covers. We are proud to serve customers all over Pakistan through a wide network of branches.

Over the last sixty years, IGI has established a sound business base in the insurance sector in Pakistan off the back of well governed operational infrastructure. We are renowned for only highest level of standards of integrity.

At IGI General Insurance Limited – Window Takaful Operations we have your future in mind and look forward to working closely with you.

Tahir Masaud
Chief Executive Officer

This document may be called **Participant's Membership Document** (hereinafter referred to interchangeably as "Policy") as defined in the Takaful Rules 2012.

PREAMBLE

- I. Participant shall be deemed as *Mauqoof Alaihe* (Member) of the *Waqf* (hereinafter called *Waqf* Fund or Participant Takaful Fund or PTF) established and operated by IGI General Insurance Limited "Window Takaful Operations" (hereinafter called the Operator and *Mutawalli*)) when he/she has paid the contribution by way of *Tabarru'* described as per the schedule annexed.
- II. The Participant undertakes to authorize the Operator, to pay the Re-Takaful contribution(s) on behalf of the Participant in one or more Re-Takaful Operator(s) for Re-Takaful arrangement.
- III. Being a *Mauqoof Alaihe* of the Waqf Fund, he/she is acknowledged as a beneficiary under the attached membership Policy of the Waqf Fund, and of the benefits declared by the Waqf Fund from time to time under this policy in accordance with the Waqf Rules governing the Fund.
- IV. Subject to the participant continuing as a member of the Waqf Fund and complying with his/her undertaking under his/her declaration made in the proposal form, he/she is compensated by the Waqf Fund as one of its *Mauqoof Alaihe* (member) and shall be entitled to take benefits against the perils/events described, in the manner and to the extent as stated here under.

CONDITIONS PRECEDENT

- No payment in respect of any Contribution by way of *Tabarru'* shall be deemed to be payment to the Waqf unless a printed form of receipt for the same, signed by an authorized official of the Operator, shall have been given to the Participant.
- Notwithstanding anything above, cover under this policy shall not commence until the Participant has become or guaranteed to become the *Mauqoof Alaihe* (member) of the Waqf Fund.

Whereas the Participant has made a payment (described in the Schedule) as Contribution to the Waqf Fund and the Operator hereby agrees that (subject to Conditions contained herein or endorse or otherwise expressed hereon which Conditions 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) the Property covered vide this Policy as described in the said Schedule, or any part of such Property, be destroyed or damaged by Fire and/or Lightning at any time before 24 hours on the last day of the Period of Policy named in the said Schedule, the Participant will be compensated for the value of the property at the time of the happening of its destruction or the amount of such damage or at Operator's option it will be reinstated or replaced.

Provided that the amount of compensation shall in no case exceed, in respect of each item, the sum expressed in the said Schedule to be covered thereon or in the whole, the total sum covered hereby or such other sum or sums as may be substituted thereof, by memorandum hereon, or attached hereto, signed by or on behalf of the Operator.

CONDITIONS

- I. If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, or any misrepresentation as to any fact, material to be known for estimating the risk, or any omission to state such fact, no compensation shall be made under this membership Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. The Participant shall give notice to the Operator of any Policy(s) of Takaful or Conventional Insurance policies already effected, or which may subsequently be affected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Policy(s) of Takaful or

Conventional Insurance(s) be stated in or endorsed on this Policy by or on behalf of the Operator before the occurrence of any loss or damage, all benefit under this membership Policy shall be withdrawn.

3. All coverage under this Policy:
 - i. on any building or part of any building,
 - ii. on any property contained in building,
 - iii. on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement:
 - a) of such building or of any part thereof,
 - b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

And provided that such fall or displacement is not caused by fire or an allied peril covered under this Policy or would be covered if such building, range of buildings or structure were covered under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire or an allied peril covered under this Policy, as aforesaid shall be upon the Participant.

4. This Policy does not cover:
 - a) Loss by theft during or after the occurrence of a fire,
 - b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 6 "f") or by its undergoing any heating, or drying process,
 - c) Loss or damage occasioned by or through or in consequence of:
 - i. The burning of property by order of any public authority,
 - ii. Subterranean fire.
 - d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons' material:
 - i) This Policy does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of the Condition 5,
 - ii) Only combustion shall include any self-sustaining process of nuclear fission,
 - iii) This Policy does not cover costs and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property covered caused by pollution or contamination resulting from a peril hereby covered against.
5. This Policy does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped powers, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (e) Any act of terrorism.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Policy except to the extent that the

Participant shall prove that such loss or damage happened independently of the existence of such abnormal condition.

In any action, suit or other proceeding where the Operator alleges that by reason of damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Participant.

6. Unless otherwise expressly stated, this Policy does not cover:
 - a) Goods held in trust or on commission.
 - b) Bullion or unset precious stones.
 - c) Any curiosity or work of art for any amount exceeding Rs. 10,000/-
 - d) Manuscript, plans, drawings or design, patterns, models or moulds the provisions of this condition any loss or
 - e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, computer system records.
 - f) Coal against loss or damage occasioned by its own spontaneous combustion.
 - g) Explosives.
 - h) Any loss or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
 - i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise of forests, bush, prairie, pampas, or jungle and clearing of lands by fire.
7. Under any of the following circumstances this Policy ceases to attach as regards the property affected unless the Participant before the occurrence of any loss or damage, obtains the sanction of the Operator signified by endorsement upon the Policy, by or on behalf of the Operator.
 - a) If the trade or manufacture carried on be altered, or if the nature of occupation of or other circumstances affecting the building covered or containing the covered property be changed in such a way as to increase the risk of loss or damage by fire.
 - b) If the buildings covered or containing the covered property become unoccupied and so maintained for a period of more than 30 days.
 - c) If the property covered be removed to any building or place other than that in which it is herein stated to be covered.
 - d) If the interest in the property covered pass from the Participant otherwise than by will or operation of law.
8. This Policy does not cover any loss or damage to property which at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Policy be covered by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Takaful not been effected.
9. On the happening of any loss or damage, the Participant shall forthwith give notice thereof to the Operator, and shall deliver the following to the Operator within 15 days after the loss or damage or such further time as the Operator may allow in writing in this regard:
 - (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind,
 - (b) Particulars of all other Takaful(s) and/or other conventional insurance(s), if any.

The Participant shall also at all times at his own expense produce, procure and give to the Operator all such further particulars, plans specification, books, vouchers, invoices, duplicates or copies thereof, documents, proofs, and information in respect to the claim and the origin and cause of the fire and the circumstances under

which the loss or damage occurred, and any matter touching the liability or the amount of the liability or the Operator as may be reasonably required by-or on behalf of the Operator together with a declaration of oath or other legal form of the truth of the claim and of any matters connected therewith.

No benefit under this Policy shall be payable unless the terms of this condition have been complied with.

10. This Policy may at any time be withdrawn by the Waqf, on 14 days' notice by registered letter to that effect being given to the Participant at his last known address. In that case, the Operator in the capacity of Waqif and Mutawalli is authorized to give participant an amount equivalent to a Takaful Contribution Ratio for the unexpired period of policy from the date of such withdrawal. This Policy may also be withdrawn at any time at the request of the Participant, in which case the Waqf may give the participant an amount equivalent to the actual contribution made initially by him/her, less the amount worked as per the following ratio applicable to the period during which the policy has been in force:

Period not exceeding	Short Period Contribution Ratio as Percentage of Annual Contribution
10 days	10%
1 month	20%
1 ^{1/2} months	25%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 month	85%
Over 9 months	Full annual contribution

However, no refund shall be allowed if any claim has arisen during the period this Policy has been in force.

11. On the happening of any loss or damage to any of the property covered by this Policy the Operator may subject to Participant's consent:
- enter and take and keep possession of the building or premises where the loss or damage has happened,
 - take possession of or require to be delivered to it any property of the Participant in the building or on the premises at the time of the loss or damage,
 - keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same,
 - sell any such property or dispose of the same for account of whom may concern.

The powers conferred by this condition shall be exercisable by the Operator at any time until notice in writing is given by the Participant that he/she makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Operator shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Participant or diminish its right to rely upon any of the conditions of this Policy, in answer to any claim.

If the Participant or any person on his behalf shall not comply with the requirements of the Operator or shall hinder or obstruct the Operator in the exercise of its powers hereunder, all benefit under this Policy shall be withdrawn.

The Participant shall not in any case be entitled to abandon any property to the Operator whether taken possession of by the Operator or not.

12. If the claim be in any respect fraudulent, or if any false declaration be made or use in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on this behalf to obtain any benefit under this Policy or, if the loss or damage be occasioned by the willful act or with the connivance of the Participant, or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 18th condition of this policy) within three months after the Tribunal shall have made its award, all benefit under this membership Policy shall be withdrawn.
13. The Operator may at its own option to reinstate or replace the Property damaged or destroyed, or any part thereof instead of arranging the payment of the amount of the loss or damage or may join with any other Operator or Takaful Operator in doing so, but the Operator shall not be bound to arrange to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Operator be bound to arrange to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the sum covered by the Operator thereon.

If the Operator so elects to arrange the reinstatement or replacement of any property the Participant shall, at his own expense, furnish the Operator with such plans, specifications, measurements, quantities and such other particulars as the Operator may require, and no acts done, or caused to be done by the Operator with a view of reinstatement or replacement shall be deemed in election by the Operator to arrange the reinstatement or replacement.

If in any case the Operator shall be unable to arrange the reinstatement or replacement of the property hereby covered because of any municipal or other regulation in force affecting the alignment of streets, or the construction of buildings, or otherwise, in every such case, only the sum will be paid as it as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

14. The Participant shall, at the expense of the Fund, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Operator for the purpose of enforcing any rights and remedies, or of obtaining relief or compensation from other parties for the recovery / benefit. Upon continuing the membership or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his compensation under this Policy, the Participant authorizes the Operator to deduct the proportionate amount from the recovered sum as contribution to PTF. The Participant undertakes to authorize the Operator, after the settlement, to deduct the recovery / benefit proceeds less the contribution to the PTF for the continuation of membership and deposit the same proceeds to the PTF as donation on behalf of the Participant.
15. If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Policy(s) of Takaful or Conventional Insurance Policies, whether effected by the Participant or by any other person(s), covering the same property, no compensation shall be made or contributed more than ratable proportion under this Policy of such loss or damage.
16. If the property hereby covered shall, at the breaking out of any fire, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as bearing the risk himself for the difference, and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately taken into consideration subject to this condition.
17. Where any dispute arises under a policy or over a claim under a policy issued by the Operator 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 in so far this doesn't conflict with Shari'ah as advised by Shari'ah Advisor/Shari'ah Board. This shall be a condition precedent to any legal proceedings to be resorted to by either party.

18. No compensation will affect for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
19. Every notice and other communication to the Operator required by these Conditions must be written or printed.
20. The Operator or any of the authorized representatives of the Operator shall have the right to access any time to the risk and or the premises.

TAKAFUL OPERATOR FEES (WAKALAH FEE)

The Operator shall deduct Operator's fee on quarterly basis as per defined ratio approved by Shari'ah Advisor/Shari'ah Board out of the Contribution received under this policy. Such fee shall be based on the Wakalah principles and shall be called as Wakalah Fee since the Operator hereby acts as a Wakeel of the Fund. The payment of Wakalah Fee shall be made by the 25th day following the end of the month in which quarterly financial statements were approved by the Board of Directors.

INVESTMENT MANAGEMENT SHARE

The Operator shall act as a Mudarib or Wakeel for the purpose of managing the investment of the Fund's excess amount. As such, the Operator stands entitled to a *Mudarib's* share or *Wakala-tul-Istismaar* fee in the investment income subject to approval by the Shari'ah Advisor/ Shari'ah Board. The *Mudarib's* share or *Wakala-tul-Istismaar* fee shall be paid on quarterly basis by the 25th day following the end of the month in which quarterly financial statements were approved by the Board of Directors.

SURPLUS DISTRIBUTION & CREATION OF RESERVE(S)

In the case of Surplus within the Fund; the Operator may hold a portion of the surplus:

- As a contingency reserve (over and above the technical provisions)
- For meeting solvency level under the Insurance Ordinance-2000 and Takaful Rules-2012, if any.
- 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 under valuation period in accordance with the approved Surplus Distribution Mechanism and Policy approved by the Shari'ah Advisor/ Shari'ah Board.

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 Operator for correction.