



IGI General Takaful

IGI General Insurance Limited - Window Takaful Operations

MARINE CARGO TAKAFUL Participant's Membership Document



IGI GENERAL INSURANCE LIMITED

WINDOW TAKAFUL OPERATIONS

MARINE CARGO POLICY

POLICY NO: _____

WELCOME TO IGI GENERAL TAKAFUL

Thank you for taking out your Marine Cargo 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 This is to acknowledge that the applicant (hereinafter called the 'Participant'), as more fully described in the Schedule hereto:

- 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.

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.

This Policy is understood and agreed to be subject to the English Law and practice in so far as it does not contravene any provision of the law and practice of the Shariah and usage as to liability for and settlements of any and all claims where international carriage is involved but for all transits taking place within the territorial limits of Pakistan, the relevant laws of the Islamic Republic of Pakistan shall prevail.

Claims payable by the Settling Agent as stated in the Schedule.

Notwithstanding anything contained herein to the contrary, the amount of compensation under this Policy in respect of any destruction of or damage to the subject matter of this Policy, shall not exceed the proportionate Contribution Ratio under this Policy having regard to any other policy or certificate, whether Marine or Fire and whether or not such other policy or certificate is exempted from contributing either by the existence of this Policy or any other.

The membership under this document shall be for the period of _____ months. However, the benefits under this document, except Surplus if any, shall cease on the arrival of goods at destination.

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.

IMPORTANT NOTICE

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH THE PARTICIPANT MAY BE COMPENSATED;

I. LIABILITY OF CARRIERS, BAILEES AND/OR OTHER THIRD PARTIES:

It is the duty of the Participant and his Agent(s), in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees and/or other third parties are properly preserved and exercised. In particular, the Participant or his Agent(s) are required:

- To claim immediately the Carriers, Port Authorities or other Bailees for any package that is missing or that cannot be found;
- To apply immediately for survey in the docks by Carriers' or other Bailees' representative(s) if any loss or damage be apparent or for any package discharged defective and to claim on the Carriers or other Bailees for any loss or damage found at such survey;
- To ensure that the container(s) and its/their seal(s) is/are examined immediately by their responsible official(s), when delivery is made by container(s). If container(s) is/are delivered in damaged condition or with seals broken or missing or with seal numbers different from seal numbers as stated in the shipping documents, to check the delivery receipt accordingly and retain all defective or irregular seal(s) for subsequent identification;

- Not to give clean receipts in any circumstances where goods are in doubtful condition;
- To give notice in writing to the Carriers' representative(s) or other Bailees within three days of delivery of the loss or damage if the same was not apparent at the time of taking delivery and to make prompt arrangements for survey to be held.

NOTE: The consignees or their Agents should make themselves familiar with the regulations of the Port Authorities at the Port of discharge.

II. SURVEY AND CLAIM SETTLEMENT:

- In the event of loss or damage which may involve a claim under this Policy, immediate notice of such loss or damage should be given to the Operator and a survey report be obtained from an approved survey or/loss adjuster or Operator's representative as stated in the Policy;
- In the event of any claim arising under this policy or certificate, request for settlement should be made to the representative(s) as aforementioned who is/are authorized to adjust and settle claims on behalf of the Operator.

DOCUMENTATION OF CLAIM:

Any claim under this Policy should be submitted without delay, accompanied by all available supporting documents, including where applicable:

- Original Marine Cargo Takaful Policy.
- Original or copy of shipping/commercial invoices together with shipping specifications for weight notes.
- Original Bill of Lading and/or other contract of carriage.
- Survey report or other documentary evidence to show the extent of the loss damage.
- Landing account and Weight Notes at final destination.
- Truck receipt / Railway receipt / Consignment Note.
- Bill of entry / Shipping bill.
- Correspondence exchanged with the carriers and other parties regarding their liability for the loss or damage.
- Any other documents / information deemed necessary for settlement of the claim.

NOTE:

- In the event of duty and other taxes being covered under this policy, it is warranted that no claim shall attach in respect of such duty and / or taxes unless such duty and / or taxes are actually paid by the Participant and are not refundable.
- Where any covered items consist of articles in a pair or in set, the Participant shall not be compensated for more than the value of any particular part(s) which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set, not more than a proportionate part of the covered value of the pair or set(s).
- Failure to comply with the above instructions will prejudice any claim under this Policy.

DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this Policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

- The drugs shall be expressly declared as such in this Policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the Policy; and
- The proof of loss is accompanied either by a license, certificate or authorization issued by the government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that government or, alternatively, by a license, certificate or authorization issued by the government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that government; and
- The route by which the drugs were conveyed was usual and customary.

NIL/WRONG/OBLITERATED MARKS CLAUSE

Warranted that the risk of non-delivery covered by this Policy is subject to under notes:

- i. Notwithstanding anything contained in the Short Landing Report/Certificate issued by the Karachi Port Trust/Port Qasim the Participant and his Agent(s) shall not refuse to accept the offer if any, made by the carriers of goods contained in package(s) landed from the ship under NIL/WRONG/OBLITERATED marks, unless such goods are proved to be of a nature and specification materially different from what is mentioned in the relevant invoice.
- ii. By reference to para (i) above the Participant and his Agent(s) shall, for the purpose of proving that the goods offered by the carriers are materially different from the specifications mentioned in the relevant invoice(s) apply forthwith to the carriers, under advice to the Operator, for joint survey relating to or in connection with or otherwise of the goods with the relevant invoice(s).

Provided that in the event of carriers' refusal to arrange survey for the purpose as aforesaid, the Participant and his Agent(s) shall notify in writing to the carriers the date, time and place fixed for survey by the surveyors nominated by the Operator and request the carriers at the same time to depute their representative to be in attendance at the time of survey.

Provided further that the aforesaid formalities shall be completed by the Participant or his Agent(s) within 30 days of the date of carrier's letters offering the package(s) under NIL marks.

- The Participant and his Agent(s) shall furnish to the Operator Surveyor's Report referred to in paragraph (ii) above and other related documents as may be required by the Operator, at least 60 days in advance of the time when the right of action against the carriers would become barred by statute.
- The Participant and his Agent(s) shall forward to the Operator, copies of all letters relating to their claim written to and received from the carriers, bailees and other third parties, immediately after such letters are sent or received by the Participant and/or his Agent(s).