



# IGI General Takaful

IGI General Insurance Limited - Window Takaful Operations

## PRIVATE CAR COMPREHENSIVE TAKAFUL Participant's Membership Document



# **IGI GENERAL INSURANCE LIMITED**

## **WINDOW TAKAFUL OPERATIONS**

### **PRIVATE CAR COMPREHENSIVE POLICY**

**POLICY NO:** \_\_\_\_\_

### **WELCOME TO IGI GENERAL TAKAFUL**

Thank you for taking out your Private Car Comprehensive 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.

Therefore this Policy Witnesses that subject to the Terms, Conditions and Exceptions contained herein or endorsed or otherwise expressed hereon:

## **SECTION I - LOSS OR DAMAGE**

The Participant shall be compensated against loss of or damage to the Motor Car and/or its accessories whilst thereon by;

- (a) Accidental external means,
- (b) Fire, external explosion, self-ignition or lightning or frost,
- (c) Burglary, house-breaking or theft,
- (d) Malicious act,
- (e) Riot, strike,
- (f) Flood, hail, wind, hurricane, cyclone, tornado or typhoon,
- (g) Earthquake, volcanic eruption or other convulsion of nature and,
- (h) Whilst in transit by air, road, rail, inland waterway, lift of elevator.

No compensation will be due in respect of;

- (a) Consequential loss, depreciation, wear and tear, mechanical or electrical break-down, Failure or breakage and
- (b) Damage to tyres and battery, unless the Motor Car is damaged at the same time when the coverage is limited to 50 percent of the cost of such replacement.

- (c) Loss arising from theft or criminal misappropriation or criminal breach of trust by Participant's Driver or known person.

In the event of the Motor Car being disabled by reason of loss or damage covered under this Policy, the Participant shall be paid the reasonable cost of protection and removal to the nearest repairer(s) and of redelivery to the Participant but not exceeding Rs.2000/- in all, in respect of any one accident.

The Participant may authorize the repair(s) of the Motor Car necessitated by damage for which the coverage has been granted under this Policy provided that:

- (a) the estimated cost of such repair(s) does not exceed Rs.750/- ,
- (b) the Operator is furnished forth with a detailed estimate of the cost, and
- (c) the Participant shall give the Operator every assistance to see that such repair is necessary and the charges are reasonable.

## **SECTION II - LIABILITY TO THIRD PARTIES**

1. The Participant shall be compensated in the event of accident caused by or arising out of the use of the Motor Car, against all sums including claimant's cost and expenses which the Participant shall become legally liable to pay in respect of:
  - a) death of or bodily injury to any person but except so far as is necessary to meet the requirements of section 95 of the Motor Vehicles Act, 1939, the Operator shall not warrant liability where such death or injury arise out of and in the course of the employment of such person by the Participant,
  - b) damage to property other than property belonging to the Participant or held in trust by or in the custody or control of the Participant.
2. All costs and expenses shall be paid, provided that the same are incurred with the written consent of the Operator.
3. In terms of and subject to limitations and for the purpose of the compensation which is granted by this Section to the Participant, the Participant's driver who is driving the Motor Car on the Participant' order or with his permission shall be duly compensated provided that such driver;
  - a) is not entitled to compensation under any other Takaful or insurance policy.
  - b) shall, as though he were the Participant, observe, fulfill and be subject to the terms, exceptions and conditions of this PMD in so far as they can apply.
4. In terms of and subject to the limitations of the compensation which is granted by the Section in correction with the Motor Car the Participant shall also be compensated whilst personally driving a private Motor Car (but not a Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement.
5. In the event of the death of any person entitled to compensation under PMD his personal representative shall be compensated in respect of the liability incurred by such person, in the terms of and subject to the limitations of this Policy provided that such personal representatives shall, as though they were the Participant observe, fulfill and be subject to the terms, conditions and exceptions of this Policy in so far as they can apply.
6. The Operator may at its own option (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of compensation under this Section and (B) undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of compensation under this Section.

## **SECTION III - MEDICAL EXPENSES**

The participant shall be compensated the reasonable medical expenses not exceeding Rs.1,000/- in respect of anyone accident incurred in connection with any bodily injury by violent accident external and visible means sustained by the participant or any occupant of the Motor Car as the direct and immediate result of an accident of Motor Car.

## **AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person compensated by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1939, Section 96. But the Participant undertakes to return to the Fund all sums compensated by the Fund which would not have been liable to compensate but for the said provisions.

## **GENERAL EXCEPTIONS**

No compensation will be made in respect of:

1. Any accident, loss, damage and/or liability caused, sustained or incurred outside the Geographical Area, as described in the schedule,
2. Any benefit arising out of any contractual liability,
3. Any accident, loss, damage and/or liability caused, sustained or incurred whilst the Motor Car in respect of, or in connection with which cover is granted under this Policy is;
  - a) being used otherwise than in accordance with the limitations as to use as described in the schedule, or
  - b) being driven by any person other than a driver as described in the said schedule
4.
  - a) any accident, loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss,
  - b) any Liability of whatsoever nature, directly or indirectly caused by or contributed to 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 the purposes of this exception, combustion shall include any self-sustaining process of nuclear fission,
5. Any accident, loss or damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapons material,
6. Any accident, loss, damage and/or liability caused, sustained or incurred after any variation in termination of the Participant's interest in the Motor Car.

No compensation will be made in respect of any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by, contributed to or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de Jure or de facto or to the influencing of it by terrorism or violence or by any direct or indirect consequences of any of the said occurrences and except under Section II-I of this Policy, whilst the Participant or any person driving with the general knowledge and consent of the Participant, is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder, the Participant shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed by or traceable to any of the said occurrence or any consequence thereof and in default of such proof no payment will be made to the Participant.

## **CONDITIONS**

This Policy and the Schedule shall be read together 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 the same meaning wherever it may appear.

- Notice shall be given in writing to the Operator immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter, the Participant shall give all such information and assistance as the Operator shall require. Every letter, claim, write, summons and/or processes shall be forwarded to the Operator immediately on receipt by the Participant. Notice shall also be given in writing to the Operator immediately the Participant shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft

or other criminal act which may be the subject of a claim under this Policy, the Participant shall give immediate notice to the Police and co-operate with the Operator in securing the conviction of the offender.

- No admission, offer, promise, payment or compensation shall be made or given by or on behalf of the Participant without the written consent of the Operator, which shall be entitled if it so desires, to take over and conduct in the name of the Participant, the defense or settlement of any claim or to prosecute in the name of the Participant for its own benefit any claim for compensation or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Participant shall give all such information and assistance as the Operator may require.
- The Operator may, at its own option, arrange to repair, reinstate or replace the Motor Car or part thereof and/or its accessories or pay in cash the amount of the loss or damage. However, such amount of the Operator shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Participant's estimate of the value of the Motor Car (including accessories thereon) as specified in the Schedule or the value of the Motor Car (including accessories thereon) at the time of the loss or damage, whichever is less.
- The Participant shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Operator shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Participant. In the event of any accident or break-down, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are affected, any extension of the damage or any further damage to the Motor Car shall not be covered under this Policy.
- 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.
- This Policy may at any time be withdrawn by the Waqf, on seven 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 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
1 week	1/8 or 12.5%
1 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 benefit has taken during the period this PMD has been in force.

- The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the said proposal shall be condition precedent to the Participant being compensated under this Policy.
- In the best interest of the "Participant Takaful Fund" (PTF), the contribution ratio for the next renewal may be increase in the event of claim(s) during the policy period. The ratio of which would depend upon the Operator's discretion.

### **SCHEDULE OF CHARGES**

If the Participant makes one or more Claim(s) during that period of Takaful, the basic contribution at next renewal shall he charged in accordance with the under noted scale. If following the imposition of such charges the Participant does not make any claim during that Policy year, the basic contribution only at next renewal will apply.

### **PERIOD OF CHARGING**

One Claim in Preceding Period of Takaful	10% of Basic Contribution
Two Claims in Preceding Period of Takaful	15% of Basic Contribution
Three Claims in Preceding Period of Takaful	20% of Basic Contribution
Four Claims in Preceding Period of Takaful	25% of Basic Contribution

### **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 25<sup>th</sup> 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 25<sup>th</sup> 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.

## **CLAUSES:**

### **MARKET VALUE CLAUSE**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the Vehicle and/or its accessories for which the Operator shall be liable necessitating the supply of a part, the liability of the Operator in respect of any such part shall be limited to:

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Vehicle is held or repair or  
(ii) if no such catalogue or price list exists the price list obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Vehicle is held for repair and any other import duties &/or charges which may be compulsory incurred and
- (b) the reasonable cost of fitting such part.

It is further declared and agreed that if in the event of any claim for loss &/or damage, the participant's estimate of value stated in the schedule hereto is less than the full market value (which includes such components as customs duty and sales tax), the liability of the Operator for such loss or damage to the vehicle or parts thereof will be reduced in the same proportion which the participant's estimate of value stated in the Schedule hereto bears to the market value at the time of loss.

Nothing in this endorsement shall affect the allowance for depreciation of the vehicle or parts thereof as is normally made on used vehicles.

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy.

### **TRANSFER OF INTEREST**

This policy is not transferable to any other person or persons unless the Operator's written consent has been obtained.

If the Motor Vehicle is disposed of, you must return the Certificate of Takaful at once. Failure to do so is a punishable offence under the Motor Vehicle Act, 1939.

If the Certificate has been lost, immediate notice must be given to the Operator which will advise you what to do.

### **CONTRIBUTION PAYMENT ENDORSEMENT**

1. it is hereby understood and agreed that the Participant undertakes that the contribution will be paid in full to Operators as per the attached payment plan of this policy. 2. If the contribution due under this policy has not been so paid to the operators within time period agreed, the Operators shall have the right to cancel this policy by notifying the Participant

- i. It is hereby understood and agreed that the Participant undertakes that the contribution will be **paid in full** to the Operators to this policy.
  - ii. If the contribution due under this policy **has not been so paid** to the Operators, the Operators shall have **the right to cancel this policy** by notifying the Participant and any other party(ies) in writing. In the event of cancellation, contribution shall be due to the Operators on pro rata basis for the period that Operators were on risk but full policy contribution shall be payable to the Operators in the event of a loss or occurrence prior to the date of termination which gives rise to a valid benefit under this policy.
  - iii. It is further agree that Operators shall give 15 days prior notice of cancellation to the Participant and any other party(ies) in writing. If contribution due is paid in full to Operators before the notice period expires, notice of cancellation shall be deemed to be revoked. If not the policy shall be deemed to be terminated at the end of the notice period.
  - iv. If any provision of this clause is found by any court of administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability, will not affect the other provisions of this clause which will remain in full force and effect.
- It is therefore expressly declared that notwithstanding anything to the contrary contained in this Policy/cover note or any endorsement thereon, the operator 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 risk.

### **DEPRECIATION CLAUSE**

It is a condition of this Takaful that in the event of claim following rates of depreciation will be applied on all replacement, including glass and plastic items.

- 1. Vehicle of latest model but not older than 6 months 5%
- 2. Vehicle of latest model than 6 months but not exceeding 12 months 10%
- 3. Vehicle of latest model than 12 months but not exceeding 24 months 20%
- 4. Vehicle of latest model than 24 months but not exceeding 36 months 30%
- 5. Vehicle of latest model than 36 months but not exceeding 48 months 40%
- 6. Vehicle of latest model than 48 months but not exceeding 60 months 50%
- 7. Vehicle of latest model than 60 months but not exceeding 66 months 60%

### **TERRORISM ENDORSEMENT**

It is hereby declared and agreed that the Takaful under this policy shall extend to include:-

Loss or damage to the vehicle/s participant by an Act of Terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this Extension but not otherwise:-

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

Provided always that except in so far that they may be varied by this endorsement, all other provisions, terms, conditions and exceptions of the policy remain unaltered.

### **IMPORTANT NOTICE**

The Operator shall not be liable for any loss or damage in respect of the following unless specifically declared for Takaful and an additional contribution paid.

- 1. Television
- 2. Radio



3. Tape Recorder
4. Record Changer
5. Air Conditioner
6. CNG
7. Alloy Rim
8. H.I.D. Lights

Any other which is not supplied as standard accessory by manufacturers.

**HIRE PURCHASE ENDORSEMENT**

It is hereby understood and agreed that -----( hereinafter referred to as the Owners and are the Owners of the vehicle covered and that the vehicle covered is subject of a Hire Purchase Agreement made between the Owners of the one part and the Participant on the other part and it is further understood and agreed that the Owners are interested in any moneys which but for this endorsement would be payable to the Participant under this policy in respect of such loss or damage to the vehicle covered as cannot be made good by repair and/or replacement of parts and such moneys shall be paid to the Owners as long as they are the Owners of the vehicle covered and their receipt shall be a full and final discharge to the operator in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Participant or the Operator respectively under or in connection with this policy.

Subject otherwise to the terms exceptions conditions and limitations of the policy.

**HYPOTHECATION AGREEMENT CLAUSE**

It is hereby declared and agreed that the Participant’s vehicle described in the Schedule to this Policy is pledged to ....(hereinafter referred to as the Pledgee); and it is further declared and agreed that the said Pledgee is interested in any moneys which but for this Endorsement would be payable to the Participant under this policy in respect of the loss of or damage to said Motor Vehicle such moneys shall be paid to the said Pledgee as long as they are the pledgee of the Motor Vehicle and their receipt shall be full and final discharge to the Operator in respect of such loss or damage.

Save this Endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Participant or the Operator respectively under or in connection with this policy or any term provision or condition thereof.

**REGISTRATION NUMBER**

This Takaful shall be void if Registration Number is not made available /issued within 15 days of issuance of this document.

**TARIFF ENDORSEMENT NO. 27 ( i ) P A. TO PARTICIPANT & SPOUSE**

**TARRIF ENDORSEMENT (Legal Liability to Paid Driver)**

In consideration of the payment of an additional contribution it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the operator shall indemnify the participant against his legal liability under:-

The Workmen’s Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement the Fatal Accidents Act, 1855 or at Common Law in respect of bodily injury to any paid driver (or cleaner or conductor) whilst engaged in the service of the participant in such occupation in connection with any motor vehicle described in the schedule hereto and will in addition be responsible for all costs and expenses incurred with its written consent.

The contribution have been calculated at the rate of Rs ..... per driver (and/or cleaner/conductor) the participant shall certify at the expiry of each period of Takaful the maximum number of drivers and/or cleaners/conductors employed at any one time during such period in connection with any motor vehicle described in the schedule hereto and the contribution shall be adjusted accordingly

**TARRIF ENDORSEMENT (Legal Liability to Paid Driver)**

Accidents to Participant or any Named Persons other than a paid driver —Scheme A

In consideration thereof the payment of an additional contribution it is hereby understood and agreed that the operator undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by. In direct connection with any Motor Car described in the schedule hereto or whilst mounting into dismounting from or traveling in any private Motor Car and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in :-

**TRACKER OWNERSHIP CLAUSE**

Where tracker is installed at operator’s expense, tracker shall be owned by the operator. The tracker shall remain installed in the covered vehicle, till the time the participant wishes to continue the policy with the operator. The tracker shall be removed in case the participant does not desire to continue the Takaful. However, the operator reserves the right to replace the existing tracker, at any time during the currency of the policy, or on completion of the period of Takaful with a new tracker in the covered vehicle without assigning any reason, at its own cost. The annual monitoring charges will either be borne by the participant or the operator every year as mutually agreed between both parties. In case the participant agrees to bear the monitoring charges on yearly basis, evidence to this effect shall be sent to the operator at the time of installation and at renewal.

**Accidents to Passengers No. 28**

In consideration of the payment of an additional contribution it is hereby understood and agreed that the Operator undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person other than the Participant and/or his paid driver attendant or cleaner and/or a person in the employ of the Participant coming within the scope of the Workmen ’s Compensation Act, 1923 and subsequent amendment of the said Act and engaged in and upon the service of the participant at the time such injury is sustained whilst mounting into dismounting from or traveling in but not driving any Motor Car described in the Schedule hereto and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:-

**SCALE OF COMPENSATION**

- (1) Death.
- (2) Total and irrecoverable loss of all sight in both eyes.
- (3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot.
- (4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye.
- (5) Total and irrecoverable loss of all sight in one eye.
- (6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot.
- (7) Total disablement from engaging in or giving any attention to such person’s profession or occupation

Per week for a period not exceeding 26 weeks

Provided always that:-

- (a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Operator shall not in the aggregate exceed the sum of .....during any one period of Takaful.
- (b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (c) Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- (d) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1)intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (e) Such compensation shall be payable only with approval of the participant and directly to the injured person or to his/her legal representative whose receipt shall be a full discharge in respect of the injury to such person.
- (f) Not more than .....persons are in the said Motor Car at the time of the occurrence of such injury.

#### **VOLUNTARY EXCESS OWN DAMAGE**

In consideration of a special reduction in the contribution for which the policy is granted it is hereby understood and agreed that the Operator shall not be liable to pay the next rupees..... (or any less expenditure which may be incurred) in addition to the compulsory excess of any claim in respect of which compensation would but for this endorsement have been provided by Section I of this Policy.

If the Expenditure incurred by the Operator shall include the amount for which the Participant is responsible hereunder such amount shall be repaid by the Participant to the Operator forthwith.

For the purpose of this Endorsement the expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of any one Motor Car/Cycle described in the Schedule hereto.

Subject otherwise to the terms exceptions, conditions and limitations of this Policy.

Tariff Endorsement No. 1

TARRIF ENDORSEMENT (Car Laid up Concession Slip)

#### **PAIR AND SET CLAUSE**

It is hereby declared and agreed that where any item consists of article or articles in a pair or set the Operator will not be liable for more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, and no case to be liable for more than a proportionate part of the covered value of such pair or set.

#### **REPLACEMENT PARTS C & F VALUE CLAUSE**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the Vehicle and /or its accessories for which the Operator shall be liable the participant will himself/themselves provide the spare parts requiring replacement and in no case the operator's liability will exceed the C & F value of the spare parts plus the Labour cost.

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that vehicle bearing Registration No. covered under the within mentioned policy not being transferable, in the event of an accident resulting in settlement of the claim on constructive total loss basis, the Operator will deduct from the amount payable the salvage value of the car as assessed by a Government Licensed Surveyor, and the salvage will remain with the Participant.

Furthermore, it is hereby understood and agreed that in the event of claim under Section-I, contained in this policy, the replaced parts will be subject to rate of depreciation, as under:-

- Vehicles of latest model but not older than 6 months : 05%
- Vehicles of older model than 6 months but not exceeding 12 months : 10%
- Vehicles of older model than 12 months but not exceeding 24 months : 20%
- Vehicles of older model than 24 months but not exceeding 36 months : 30%
- Vehicles of older model than 36 months but not exceeding 48 months : 40%
- Vehicles of older model than 48 months but not exceeding 60 months : 50%

Subject otherwise to the Terms, Exceptions, Conditions and Limitations of the Policy.

#### **Warranties:**

##### **TRACKING DEVICE WARRANTY**

It is hereby warranted that the vehicle(s) covered under this policy and/or added through endorsement(s) is/ are fitted with a Vehicle Tracking Device of a company approved by the operator for the entire duration of cover as provided in the policy or altered through an endorsement .

In the event of Theft/Snatching/burglary of the covered vehicle, the participant/user should immediately inform the tracking operator about the incident.

If at the time of any theft/snatching/burglary claim(s) arising under this policy, it is found that the vehicle tracking device is not fitted in the vehicle, or has been removed from the vehicle, or is not operational or is not maintained as stipulated by the manufacturer/supplier of tracking device, the Operator shall not be liable to pay such benefit(s).