

IGI General Takaful

IGI General Insurance Limited - Window Takaful Operations

TRAVEL TAKAFUL Participant's Membership Document

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IGI GENERAL INUSRANCE LIMITED WINDOW TAKAFUL OPERATIONS

TRAVEL POLICY

POLICY NO: ______

WELCOME TO IGI GENERAL TAKAFUL

Thank you for taking out your Travel 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.

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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.

SECTION 1

General Definitions

We use certain words in this Policy and Schedule which have a specific meaning and are shown under the heading of Definitions in the Policy. They have this meaning wherever they appear in the Policy, including any Endorsements, or Schedule and are shown with an initial capital letter. Where the context so permits references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

Accident: A sudden, unforeseen, uncontrollable and unexpected physical event caused by external. Violent and visible: An event which directly or indirectly aggravates a previously existing physical bodily injury shall not be considered an Accident.

Hospital: A medically recognized establishment:

- a. that provides a 24-hour nursing service and has at least one Qualified and Registered professional nurse present and on duty;
- b. that holds a valid license (if required by law) to practice medicine; and
- c. the primary function of which is to provide for the care and treatment of sick or injured persons; and
- d. that has a staff of one or more Physicians actually available on the premises at all times; and
- e. that has diagnostic and surgical facilities on its own premises or in facilities available to the Hospital on a pre-arranged basis; and
- f. it is not except incidentally to its primary function. a clinic, nursing home, rest home or convalescent home for the aged, or any similar institution.

Injury: Accidental bodily injury solely and directly caused by external, violent, visible and evident causes.

Sum Covered: means the maximum amount of coverage, as specified in the Schedule attached to this Policy, that the Participant is entitled to in respect of each benefit and as applicable per Trip under this Policy.

Participant: means the person named in the application; as the Participant and where a Family' Policy is issued shall mean the Participant and his/ her accompanying Spouse and up to 3 of their accompanying children between the ages of one month and 18 years.

However, in no event shall the total liability of the Operator exceed twice the amount stated under the Accidental Death and Permanent Total Disability benefit given for Common Carrier in the Participant's selected plan.

Deductible Excess: means the amount of expenses to be incurred by the Participant before the compensation under the cover shall become payable and shall not be reimbursed by the Company.

Medical Emergency means an unforeseen and non-recurrent sudden pathology which requires an emergency treatment to prevent or alleviate existing danger to life or health. An emergency no longer exists when medical evidence indicates that the Beneficiary is able to return to his/her Country of Permanent Residence to seek and/or continue treatment. A pathology related to a pre-existing medical condition does not fall under the definition of a sudden pathology. Where a patient is able to visit the doctor's office in person, such a case shall not be considered an emergency

Physician: A licensed practitioner of the healing arts acting within the scope of his/her license. The attending Physician may not be (a) Covered Person; (b) Covered Person's Spouse; or (c) a person who is related to Covered Person or Covered Person's Spouse, in any of the following ways: child, parent, or sibling.

Pre-existing Condition: A condition for which medical care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted proceeding the effective date of coverage. Any chronic disease which is proved to be existing before the commencement of trip, whether known or unknown to the Participant shall be considered as Pre-existing.

Schedule: The Schedule of Benefits as stated previously.

You, Your: The Policyholder shown in the schedule. We, Our, Us: The Operator.

SECTION 2

General Policy Exclusions

Applicable to all sections of the policy, we will not pay any claim, which results from loss, destruction of or damage to property or expense, legal liability, or any other loss, directly or indirectly caused by or contributed to by or arising from:

- 1. Intentionally self-inflicted injury, suicide or any attempt or threat while sane or insane.
- 2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion. revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality.
- 3. NBC (Nuclear, Biological and Chemical) weapons risks.

- 4. Any terrorist acts. -Terrorist Act shall mean any actual or threatened use of force or violence including explosion and suicidal bombing or attacks directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator{s} and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act, which is verified or recognized by the (relevant) Government as an act of terrorism.
- 5. Any period the Covered Persons are serving in the Armed Forces of any country or international authority, whether in peace or war and in such an event we, upon Your written notification, shall return the pro rata contribution for any such period of service.
- 6. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
- 7. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment.
- 8. loss sustained or contracted in consequence of the Covered Person being under the influence of alcohol or any drugs unless administered on the advice of a Physician.
- 9. for any loss of which a contributing cause was [Your or] the Covered Person's attempted commission of, or willful participation in an illegal act or any violation or attempted violation of the law or [Your or] the Covered Person's resistance to arrest.
- 10. any loss sustained while flying in any aircraft or device for aerial navigation except as specifically provided herein.
- 11. any Pre-existing Condition.
- 12. The Operator shall not be held liable for the consequences of medical malpractice or inadequate or deficient treatment.
- 13. congenital anomalies and conditions arising out of or resulting there from.
- 14. for any epidemics, opportunistic infection and/or malignant neoplasm. if at the time of the accident or sickness the Covered Person had Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to H1V (Human Immune- Deficiency Virus). Opportunistic infection shall include but will not be limited to pneumocystis carinii pneumonia, organism of Kaposi's sarcoma, central nervous system lymphoma, and/or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome.
- 15. loss sustained while the Covered Person is participating in any professional sport, not accepted by Us by special Endorsement to the Policy.
- 16. any loss sustained while the Covered Person is participating in contests of speed using a motorized vehicle or bicycle.
- 17. participating in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, pot-holing, skiing and all other extreme sports. Also engaging in any kind of manual labour work, engaging in off shore activities like commercial diving, oil rigging, engaging in occupational activities underground or aerial photography, handling or requiring use of explosives, performing as an actor, being a site worker, fisherman cook or kitchen worker, tour guide or tour escort.
- 18. any loss resulting directly or indirectly, contributed or aggravated or, prolonged by childbirth or from pregnancy, childbirth or miscarriage, abortion, pre natal care, and other complications arising there from infertility or other problems related to inability to conceive a child, birth control including surgical procedures and devices.

- 19. Covered Person riding on a motorcycle or any other two-wheeled and motorized mode of conveyance as driver or as passenger.
- 20. Loss sustained whilst the Covered Person is participating in any religious expedition.

SECTION 3

Scope of Coverage

24-HOUR PROTECTION – PARTICIPANT JOURNEY ONLY DESCRIPTION OF HAZARDS

This Takaful as is afforded to a Covered Person to which Hazard applies, shall apply only to injury sustained by such Covered Person during the course of an Participant Journey.

Such Participant Journey shall be deemed to have commenced when the Covered Person leaves his/her residence or place of regular employment for the purpose of going on such Journey, whichever last occurs, and shall continue until such time as he/she returns to residence or his/her place of regular employment, whichever first occurs. Such Takaful includes such Injury sustained during such Journey while the Covered Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from:

Any civilian aircraft having a current and valid Airworthiness Certificate, and piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft. Provided that this Hazard shall not apply while such Covered Person is riding in any civilian aircraft other than as expressly described herein, unless previously consented to in writing by Us.

Definitions

Participant Journey: Travel undertaken to a destination which is beyond the territorial limits of the Covered Person's country of domicile.

All Conveyance Travel: (Business and Pleasure)

Description Of Hazards: Such Takaful as is afforded to the Covered Person to which this Hazard applies. shall apply only to Injury sustained by such Person anywhere in the world:

- A. which the Covered Person has been hired to operate, or (b) any such conveyance which the Covered Person is operating for the transportation for heir, profit or gain, of passengers While operating, riding in or upon, boarding or alighting from or through being struck or run down by any conveyance being used as a means of land or water transportation, except (a) any such conveyance or property;
- B. while riding as a passenger (but not as a pilot. operator or member of the crew) in or on. boarding or alighting from: any civilian aircraft having а current and valid Airworthiness Certificate and piloted by a person who then holds a valid and current certificate of competency or a rating authorizing him/her to pilot such aircraft. Provided that this Hazard shall not apply while such Covered Person is riding in or on, or boarding or alighting from, any civilian aircraft other than as expressly described herein, unless previously consented to in writing by Us:
- C. by being struck or run down by any aircraft.

Accidental Death

We will pay a percentage of the Sum Covered shown in the Schedule if Injury to the Covered Person results in Accidental Death occurring within 180 days of the date of the accident, which caused Injury.

Exposure: For the purpose of the Accidental Death benefits above a loss as described above resulting from such person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 180 days of the date of the accident.

Disappearance: We will pay the benefit for loss of life if the body of the Covered Person cannot be located within IRO days after the forced-landing, stranding. sinking or wrecking of a conveyance in which such person wasp passenger or as result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that such Covered Person shall have suffered loss of life within the meaning of the Policy.

Exclusions: In addition to the general exclusion listed in this Policy, this coverage section Accidental Death shall not cover:

Loss caused directly or indirectly, wholly or partly by:

a. bacterial infections (except phylogenic infections. which shall occur through an accidental cut or wound) or any other kind of disease.

b. medical or surgical treatment except as may be necessary solely as a result of injury.

Permanent Total Disability

When as the result of Injury and commencing within 180 days after the date of the Accident an Covered Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit, We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and permanent at the end of this period, the Sum Covered less any other amount paid or payable under the "Accidental/death" portion of this Policy as the result of the same Accident.

If more than one loss results from any one accident, only one amount and the largest will be paid.

Table of Losses		
Loss of Life	100%	
Both Hands or Both Feet	100%	
Sight of Both Eyes	100%	
One Hand and One Foot	100%	
Either Hand or Foot and Sight of One Eye 100%		
Either Hand or Foot	50%	
eye means entire and irrecoverable loss of sight.		50%

Loss "with regard" to:

- a. hand or foot means actual complete severance through or above the wrist or ankle joints;
- b. eye means entire and irrecoverable loss of sights.

Definitions

Permanent: Permanent means lasting 12 calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by Us.

Exclusions

- 1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by mental reaction to the same.
- 2. Damage to health caused by curative measures, radiations, infection, poisoning except where these arise from an accident
- 3. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
- 4. Any other claim after a claim for death has been admitted by the Operator and becomes payable
- 5. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Participant is flying as a passenger on a multi-engine, commercial aircraft
- 6. Any claim arising out of an accident related to pregnancy or childbirth, venereal Disease or infirmity.
- 7. Any claim related directly or indirectly to any disease, physical defect, infirmity or illness which existed before the start of trip.
- 8. Any claim if the Covered Person engages in any activity where this policy states that person accident cover is excluded
- 9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Accident & Sickness Medical Expense

We will pay the usual Reasonable and Customary Charges for Covered Medical Emergency Expenses incurred by the Covered Person which are not due to a Pre-existing Condition up to the maximum stated in the Schedule of Benefits for medical expenses, emergency evacuation and death repatriation for the treatment of a Serious Injury or Sickness, sustained by the Covered Person during the course of the Participant's Journey, requiring Hospitalization for at least 24 hours.

Any decisions to undergo treatment, transfer to a different medical facility, or perform a necessary procedure, such as a surgery, or additional investigation, such as MRI or scanner, during an approved hospitalization must be subject to the Company's prior approval. Failure to notify the Operator of such decision will result in the denial of coverage.

This policy provides coverage for emergency procedures only and does not cover non – emergency or elective procedures. This is not a Private Medical Takaful policy.

Definitions

Covered Medical Expenses:

Expenses incurred by the Covered Person during the course of the Participant Journey for services and supplies, which are recommended by the attending Physician. They include:

- a. the services of a Physician;
- b. hospital confinement and use of operating room;

- c. Anesthetics (including administration), X-ray examinations or treatments. and laboratory tests;
- d. ambulance service; and
- e. medicines;
- f. Dental treatment resulting from injuries sustained to teeth subject to a maximum expense per tooth and limited to the maximum shown in the Schedule of Benefits.

Disease: An illness or affliction if the bodily organ(s) having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted during the course of the Participant Journey requiring treatment by a Physician.

Medically Necessary: If in our opinion the Physician's recommendation is: (a) consistent with the symptoms, diagnosis and treatment of Your condition; (b) appropriate with regard to standards of good medical practice: and (c) not primarily for Your convenience.

Reasonable and Customary Charges: A medical expense which: (a) is charged for treatment, supplies or medical services medically necessary to treat the Covered Person's condition; (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred: and (c) does not include charges that would not have been made if no insurgence existed.

Serious Injury or Sickness: Means injury or sickness certified as being dangerous to life by a legally qualified Physician.

Sickness: An illness or disease which first manifests itself and is contracted during the course of the Participant Journey requiring treatment by a Physician.

Medical Coverage Exclusions

We will not be liable for any emergency medical expenses in respect of:

- 1. any medical post-treatment or follow-up incurred by the Participant.
- 2. Services, supplies, or treatment, including any period of hospital confinement, which was not recommended, approved, and certified as Medically Necessary by a Physician.
- 3. routine physical or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician.
- 4. elective, cosmetic, or plastic surgery, except as a result of an accident.
- 5. Congenital anomalies and conditions arising out of or resulting there from.
- 6. Expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails.
- 7. The diagnosis and treatment of acne.
- 8. deviated septum, including sub mucous resection and/or other surgical correction thereof.
- 9. organ transplants that competent medical professionals consider experimental.
- 10. childcare including exams and immunizations.
- 11. expenses, which are not exclusively medical in nature.
- 12. any expenses incurred in Pakistan.
- 13. eyeglasses, contact lenses, hearing aids and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing.
- 14. treatment provided in a government hospital or services of which no charge is normally made.
- 15. mental, nervous, or emotional disorders or rest cures.

- 16. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.
- 17. Any or all Pre-existing Conditions for which advice or medical care or treatment was acquired from a medical physician within a two year period of time preceding the departure date, or a condition for which surgery or hospitalization was required within 3 year period preceding the departure date.
- 18. Any costs incurred in connection with diagnosed/undiagnosed treatment of cancer.
- 19. Rehabilitation or physiotherapy or the costs of prosthetics or artificial.
- 20. Illness or injury caused by bacterial infections except which shall occur through an accidental wound or cut or any other kind of disease.
- 21. Any emergency admission that does not lead to an urgent intervention within 24 to 48 hours maximum is no longer considered urgent by this contract even if it will lead later to a medical or surgical intervention
- 22. medical expenses covered under any workers' compensation policy.
- 23. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.
- 24. Any exclusion mentioned in the "General exclusions" section of this policy.

Emergency Evacuation

We will pay Reasonable and Customary Charges up to the maximum shown in the Schedule of Benefits I if injury or Sickness occurs during the course of the Participant Journey and results in the a Covered Person's necessary Emergency Evacuation. An Emergency Evacuation must be recommended by international SOS (Gulf) W.L.L. or a Physician who certifies that the severity or the nature of such person's Injury or Sickness warrants such person's Evacuation and approved by Operator.

Covered expenses are those for transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with the Covered Person's Emergency Evacuation. All transportation arrangements made for evacuating such person must be by the most direct and economical route possible. Expenses for transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting such person; and (c) arranged and authorized in advance by International SOS Pte Limited.

Definitions

Emergency Evacuation: (a) A Covered Person's medical condition warrants immediate transportation from the place where such person is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, the Covered Person's medical condition warrants transportation to the Country where the Participant Journey commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

Transportation: Any land, water or air conveyance required to transport the Covered Person during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Serious Injury or Sickness: Injury or sickness certified as being dangerous to life by a legally qualified Physician.

Reasonable and Customary Charges: A charge which: (a) is charged for treatment, supplies or medical services medically necessary to treat the Covered Person's condition; (b) does not exceed the usual level of

charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no Takaful existed.

Exclusions

Any exclusion mentioned in the "General Exclusions" section of this policy.

Repatriation of Remains

We will pay benefits up to the amount in the medical expenses, emergency evacuation and death repatriation shown in the Schedule of Benefits for covered expenses reasonably incurred during the course of the Participant Journey to return the Covered Person's body to such person's home country of residence if such person dies. Benefits will not exceed the maximum shown in the medical expenses, emergency evacuation and death repatriation limits shown in the Schedule of Benefits.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (h) cremation; (e) coffins; and (d) transportation.

Flight Delay

We will pay Reasonable Additional Expenses for Trip Delay subject to the maximum shown in the Schedule of Benefits. if the Participant Journey delayed for than the time limit is more stated in the Schedule of Benefits due to all Covered Hazard. Benefits are subject to total benefits maximum shown in the schedule. Incurred expenses must be accompanied by supporting receipts. This benefit is pavable for only one delay per Participant per Trip.

Covered Hazards

- a. Delay of a Common Carrier caused by inclement Weather;
- b. Delay due to a Strike or action by employees;
- c. Common carrier scheduled as used by the Covered Person during Covered Journey; or
- d. Delay caused by Equipment failure of a Common Carrier.

Definitions

Equipment Failure: Any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

Inclement Weather: Any severe weather condition, which delays the scheduled arrival or departure of a Common Carrier.

Strike: any labor disagreement, which interferes with the normal departure and arrival of the Common Carrier.

Reasonable Additional Expenses: Any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

Common Carrier: any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

Exclusions

Any delay due to the Covered Person hazard, which was made public or known to the Covered Person prior to departure of the Participant Journey.

Trip Cancellation and Curtailment

The Operator shall compensate the Participant or his/her legal representative for all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation in the event of the Participant covered Trip being necessarily cancelled or curtailed due to:

- 1. Unforeseen Illness, Injury of Death of the Participant or Participant's family member. Injury or Illness must be so disabling as to reasonably cause a Trip to be cancelled or interrupted.
- 2. Termination of employment or layoff affecting the Participant or the Traveling Companion of the Participant, provided that the Participant or the Traveling Companion, as the case may be, have been employed with the employer at least for the last five years.
- 3. Inclement weather conditions.
- 4. The place intended to be occupied by the Participant for the purpose of Participant's Slay during the Trip being made uninhabitable by fire, flood, vandalism, burglary or any natural disaster.
- 5. The Participant being abducted or quarantined.
- 6. A terrorist incident in the destination city listed on the Participant's itinerary within 30 days of the Participant's scheduled arrival.
- 7. The Participant or a Traveling Companion becomes the victim of a felonious act within 10 days prior to departure date, provided the Participant or the Companion is/arc not the principal or accessory in such felonious assault.

Trip Cancellation Benefits: The-Operator will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Participant's departure.

Trip Curtailment Benefits: In addition to the above, the Operator will reimburse any additional transportation expenses incurred by the Participant to return to Pakistan.

The above compensation will be limited to the specific Sum Covered for this coverage as per attached schedule or the cost of economy airfare for the most direct route, less any refunds paid or payable.

Exclusions Applicable to Benefit - Trip Cancellation and Curtailment

The Operator shall not be liable to make any compensation for claims arising due to:

- 1. Any condition or set of circumstances known to the Participant at the time of the Trip booking or purchase of this Takaful, whichever is later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Trip.
- 2. Lack of reasonable care taken over means of travel, route or departure time.
- 3. Common Carrier-caused cancellations including an announced, organized sanctioned union labor strike.
- 4. Changes in the plans by the Participant, an immediate family member or traveling companion.
- 5. Adverse changes in the financial circumstances of the Participant, any family member, or a traveling companion.
- 6. Any business or contractual obligations of the Participant, any family member or traveling companion except for termination of employment or layoff as defined above.
- 7. Any government regulation or prohibition.
- 8. An event or circumstance, which occurs prior to commencement of this Takaful.

9. Any exclusion mentioned in the 'General Exclusions' section of this policy.

Travel and Stay Over of One Immediate Family Member

This benefit is included under the Medical Expenses Cover and is not a separate benefit. The Operator shall compensate the Participant for the incurred for one economy class airfare and accommodation expenses for ten days maximum US\$ 100/- day, for an Immediate member or a person appointed by Participant, if the Participant is for more than seven (7) days whilst on a Trip abroad the period of Takaful.

Common Carrier Baggage Loss

We will benefits if the Covered Person's which is in the control of a Common due to or to by a Common Carrier such person, is a ticketed passenger on the Common Carrier and during the course of the Participant Journey.

We will reimburse the Covered Person, to the maximum shown in the Schedule of Benefits, for the cost of replacement of the baggage and its contents. All claims must be verified by the common carrier.

The maximum amount to be reimbursed per bag is stated in the Schedule of Benefits.

Limitations

Benefits for baggage will be in excess of any amount paid or payable responsible by the common Carrier responsible for the loss.

Benefits for baggage will be in excess of all other valid and collectible Takaful. If at the time occurrence of any loss there is other valid and collectible Takaful in place, We will be liable only for the excess of the amount of loss over the amount of such other Takaful, and any applicable deductible.

Common Carrier: Any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

Exclusions

Benefits will not be provided for any loss of:

- 1. animals, birds, or fish.
- 2. automobiles or automobile equipment, boats, motors, trailers, motorcycles or other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier).
- 3. household furniture.
- 4. eyeglasses or contact lenses.
- 5. artificial teeth or dental bridges.
- 6. hearing aids.
- 7. prosthetic limbs,
- 8. musical instruments.
- 9. money or securities.
- 10. tickets or documents.
- 11. perishables and consumables.

Benefits will not be provided for any loss resulting (in whole or in part) from:

- 1. wear and tear or gradual deterioration.
- 2. insects or vermin.
- 3. inherent vice or darnace.
- 4. confiscation or expropriation by order of any government or public authority.

- 5. seizure of destruction under quarantine or custom regulation.
- 6. radioactive contamination.
- 7. usurped power or action taken by governmental authority hindering, combating or defending against such an occurrence.
- 8. transporting contraband or illegal trace.
- 9. mysterious disappearance.
- 10. breakage of brittle or fragile articles, cameras, musical instru- ments, radios. and similar property.
- 11. Any exclusion mentioned in the 'General Exclusions' section of this policy

Personal Liability

Property Damage

If a claim is made or a suit is brought against the Covered Person for Property Damage caused by an Occurrence to which this coverage applies during the course of the Participant Journey, We will pay up to the amount staled in the Schedule of Benefits for Our limit of liability for the damages for which such person is Legally liable.

Medical Payments to Others

We will pay the necessary medical expenses that are incurred or medically ascertained within one year from the date of an Accident causing bodily Injury. Medical expenses mean reasonable charges for medical, surgical, X-ray, dental, ambulance of the Participant Journey, Hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to the Covered Person or regular residents of the covered person's household. As to others, this coverage applies only It the Bodily Injury is caused by such person's activities during the course of Participant Journey.

Definitions

Business: Includes trade, profession or occupation.

Occurrence: An accident, including continuous or repeated exposure to substantially the same general harmful Conditions, which results, during the policy period, in Bodily Injury or property damage.

Property Damage: Physical injury to, destruction of or loss of use of tangible property.

Residence Premises: The dwelling where Covered Person resides

Bodily Injury: Bodily harm, Sickness or Disease, including required care, loss of services and death that results.

Sickness: An illness or disease, which first manifests itself and is contracted during the course of the Participant Journey requiring treatment by a Physician.

Disease: An illness or affliction of the bodily organ(s) having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted during the course of the Participant Journey requiring treatment by a Physician.

Exclusions

We will not be liable under this Section, Personal Liability, for any:

1. liability which is expected by or intended for the Covered Person.

- 2. liability arising out of or in connection with Business engaged loss or theft of passport left unattended by the Covered Person unless located in locked hotel room or apartment and an appropriate sized safety deposit box was not available.
- 3. liability arising out of the rental or holding for rental of any part of any premises by the Covered Person.
- 4. liability arising out of the rendering of or failure to render professional services to a third party.
- 5. liability arising out of a premises, water craft or aircraft that is owned by rented to or rented by the Covered Person.
- 6. liability arising out of the ownership, maintenance use, loading or unloading of motor vehicles, all other motorized land conveyances, water craft or aircraft.
- 7. liability arising out of the transmission of a communicable disease by the Covered Person.
- 8. Liability arising out of the sexual molestation, corporal punishment, or physical or mental abuse.
- 9. liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug agency.
- 10. liability under any contract or agreement.
- 11. property damage to property owned by the covered person.
- 12. property damage to property rented to, occupied, or used by or in the care of the Covered Person.
- 13. Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by the Covered Person under any worker's compensation law, non-occupational disability law or occupational diseases law.
- 14. suits arising from any Family Member or Traveling Companion or Family Member of a Traveling Companion against the Covered Person.

Loss of Passport

We will reimburse the Covered Person, subject to any deductible if you lose Your passport and incur necessary and reasonable expenses in connection with obtaining a duplicate or new passport up to the maximum stated in the Schedule of Benefits. The deductible, if any, shall apply to each Participant event and shall be borne by You.

Exclusions

No claims shall be paid for:

- 1. Loss or damage to passport due to delay or from confiscation or detention by customs. police or other authority.
- 2. Theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained.
- 3. Loss or theft of passport left unattended by the Covered Person unless located in locked hotel room or apartment and an appropriate sized safety deposit box was not available.
- 4. Any loss incurred in Pakistan.
- 5. Any exclusion mentioned in the 'General Exclusions' section of this policy.

Repatriation of Family Member

This benefit covers that should the Participant be hospitalized for more than seven days or decease, the Operator will meet costs up to the limit mentioned in the benefits schedule in respect of Economy Air ticket or First Class rail ticket of an immediate family member or, a person appointed by the Participant and

having the same country of residence as the member, considering this person was traveling alone with the Participant.

Emergency Return Home following Death of a Close Family Member

This benefit covers that should a next of kin, parent, sibling, spouse or child of the Participant die whilst he/she is on a covered trip abroad during the period of policy, the Operator shall compensate for the expenses up to the limit mentioned in the schedule of benefits for an Economy Class Air ticket to the place of residence of the Covered Person whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the Trip.

Baggage Delay

The Operator will reimburse the Covered Person for the expenses of necessary personal effects, up to the maximum limit stated in the schedule, if his/her checked Baggage is delayed or misdirected by a Common Carrier for more than 8 hours from the time he/she arrives at the destination stated on the ticket, other than his/her final destination, until the time it arrives. The Participant must provide the Operator with the receipts for the necessary emergency, purchases of toiletries, medication and clothing that the covered person needed to buy.

All claims must be verified by the Common Carrier who must be certifying the delay or misdirection.

Exclusions

1. Any Checked-In Baggage delay within Pakistan.

2. Any exclusion mentioned in the 'General Exclusions' section of this policy.

Hijacking

Hijack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which the Covered Person is traveling. The Operator will pay for each completed day up to the limit as stated in the schedule for a maximum of 10 days, that the Covered Person is forcibly or illegally detained as the result of Hijacking which starts during the period of policy.

Kidnap & Ransom Consultant

Kidnap means seizing, detaining or carrying away by force or fraud of one or more Covered Persons by a third party, by force or fraud without the consent of the Covered Person and without lawful excuse.

Kidnap for Ransom

Kidnap for Ransom means any event or connected series of events of seizing, detaining or carrying away by force or fraud of one or more Covered Persons for the purpose of demanding cash, monetary instruments, property or services.

Consultant Costs

Consultant costs mean reasonable fees and expenses of the Consultant incurred during response to a Kidnap for Ransom, including costs of travel, accommodation, qualified interpretation, communication and payments to informants subject to the limit as mentioned in the schedule.

Delivery of Medicines

The Assistance Provider of the Operator shall arrange medicines prescribed as urgent by the attending Physician and which are not available at the place to which the Participant has traveled, up to the maximum limit as mentioned in the schedule of benefits.

Loss of Credit Card

The Operator shall advance funds to the Participant, an amount up to the limit mentioned in the schedule if the Participant is deprived of cash due to loss of credit card whilst on the trip abroad during the policy period. The Participant will be required to repay any such sum advanced within 4S days of receiving it.

Emergency Sickness Dental Expenses

The Operator will pay benefits for the Usual, Customary and Reasonable medical expenses actually incurred as a result of sudden acute pain requiring immediate Dental Treatment. Dental benefits will be provided for necessary filling of the tooth or surgical treatment, services or supplies, subject to a limit mentioned in the schedule of benefits and subject to the applicable deductible in respect of this benefit's each and every loss.

Exclusions

We will not be liable for any expenses:

- 1. The cost of repairs to, or for the provisions of, dentures, or artificial teeth or for any dental work involving the use of precious metals.
- 2. Any dental treatment which could be delayed till the Participant's return to the country of residence.
- 3. For any procedures relating to the dental or oral hygiene.

Out-Patient Treatment

This benefit covers Out-Patient Treatment provided the same is critical and cannot be deferred till the Participant's return to Pakistan. Out-Patient expenses mean expenses incurred in hospital overseas by the Covered Person which are recommended by the attending Physician, these include:

i) The services of a Physician

ii) Medicines, services and supplies.

Assistance Services

International SOS (Gull) W.L.L. will provide the following Services as described below: In case of an emergency the Participant should call:

International SOS (Gulf) W.L.L.at their dedicated number + 971 46018824 from anywhere in the world. (Please note that this is a call-collect number and not Toll Free. The charges shall be borne by International SOS (Gull) W.L.L.)

Medical Assistance

As soon as International SOS (Gulf) W.L.L is notified of a medical emergency resulting from the Covered Person's accident or sickness, International SOS (Gulf) W.L.L. will contact the medical facility or location where such person is located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, the Covered Person's family physician will be contacted to help arrive at a decision as to the best course of action to be taken. International SOS (Gulf) W.L.L. will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local Physician and arranging hospital confinement of such person where, in its discretion, international SOS(Gulf)W.L.L. deems such confinement appropriate.

Telephone Medical Advice

International SOS W.L.L will arrange for the provision of medical advice over telephone by an international SOS (Gulf) W.L.L Physician;

Medical Service Provider Referral

International SOS (Gulf);W.L.L. will provide upon name, address, telephone number physicians, doctors, surgeons) hospitals, clinics, and dental clinics but shall not be responsible for providing medical diagnosis or treatment.

Arrangement of Hospital Admission

If the medical condition of the Covered Person is of such gravity as to require hospitalization, International S0S (Gulf) W.L.L. will assist in the hospital admission.

Monitoring of Medical Condition During and After Hospitalization

International SOS (Gulf) W.L.L. will monitor the Covered Person's medical condition during and after hospitalization subject to any and all obligations in respect of confidentiality and relevant authorization.

Medical Translation Service

International SOS (Gull) W.L.L. will arrange for the provision of medical translation over the phone.

Delivery of Essential Medicine

International SOS (Gulf) W.L.L. will to deliver the Covered Person essential medicine, drugs and supplies that are necessary for the Covered Person's care and/or treatment but which are not available at the location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally.

Arrangement of Emergency Medical Evacuation

When, in the opinion of the International SOS (Gulf) W.L.L. medical panel, it is judged medically appropriate to move the Covered Person to another location for treatment or return such person to residence or country of citizenship, International SOS (Gulf) W.L.L. will arrange the evacuation, utilizing the means best suited to do based the medical evaluation of the seriousness of such so, on person's condition and these means may include air ambulance, surface ambulance, regular airplane, Rail ,road or other appropriate means. All decisions as to the means of transportation and final destination will be made by International SOS (Gulf) W.L.L.

International SOS (Gulf) W.L.L. will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

Arrangement of Emergency Medical Repatriation

International SOS (Gulf) W.L.L. will arrange for the return of the Covered Person to the Home Country or Usual Country of Residence following the Emergency Medical Evacuation and subsequent hospitalization outside the Home Country or Usual Country of Residence.

International SOS (Gulf) W.L.L. will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

Arrangement of Transportation of Mortal Remains

International SOS (Gulf) W.L.L. will arrange for the transportation of the Covered Person's mortal remains to the Home Country or Usual Country of Residence or arrange, if requested by the Covered Person's family for local burial at the place of death subject to any government regulations.

Arrangement of Return of Minor Children

International SOS (Gull) W.L.L. will arrange for one-way airfares for the return of minor children (aged 12 years old and below, unmarried and in school) to the Home Country or Usual Country of Residence if they are left unattended as a result of the accompanying Covered Person's illness, accident or Emergency Medical Evacuation. Escort will be provided when requested.

Arrangement of Accommodation

International SOS (Gulf) W.L.L. will arrange for the hotel accommodation of the Covered Person related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or Hospitalization.

Travel Assistance

Interpreter Referral

International SOS (Gulf) W.L.L. will provide the names, telephone numbers and if possible and requested, hours of opening of interpreters' office in foreign countries and their charges.

Although International SOS (Gulf) W.L.L. shall make such referrals, but it shall not guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the Covered Person. International SOS (Gulf) W.L.L., however, will exercise care and diligence in selecting the service providers.

Lost Luggage Assistance

International SOS (Gulf) W.L.L. will assist the Covered Person who has lost his/her luggage while outside the Home Country or Usual Country of Residence the Covered Person to the appropriate authorities and/or using its best efforts and connections in a manner reasonably possible.

Lost Passport Assistance

International SOS (Gulf) W.L.L. will assist the Covered Person who has 10Sl his/her Passport while outside the Home Country or Usual Country of Residence by the Covered Person to the appropriate authorities involved and/or using its best efforts and connections in a manner reasonably possible.

Legal Assistance

International SOS (Gulf) W.L.L. will provide the Covered Person the name, address, telephone if requested by the Covered Person and if available, office hours referred lawyers and legal practitioners. International SOS (Gulf) W.L.L. will not give any legal to the Covered Person.

Although International SOS shall make such referrals, it cannot guarantee the provider and the final selection of a service provider shall be the decision of the Covered Person. International SOS W.L.L., however, will exercise care and diligence in service providers.

Arrangement of Appointment with Lawyers

International SOS (Gulf) W.L.L. will assist the Covered Person to arrange for appointments with lawyers. All related expenses shall be borne by the Covered person.

Emergency Travel Service Assistance

International SOS (Gulf) W.L.L. shall assist the Covered Person in making reservations for air ticket or hotel accommodation on an emergency basis when traveling overseas.

Emergency Interpreting Assistance

International SOS (Gulf) W.L.L will arrange for the provision of interpreting assistance to the Covered Person over the telephone on an emergency basis.

Embassy Referral

International SOS (Gulf) W.L.L. shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide and any readily available information as to visa procedure, documentation and fees.

Emergency Document Delivery

International SOS (Gulf) W.L.L. shall assist the Covered Person to arrange for emergency document to be delivered to the Covered Person's friend, relative or business associates, upon the Participant's request to do so.

Disclaimer Of Liability

In all cases the medical professional or any attorney suggested by International SOS (Gulf) W.L.L. shall act in a medical or legal capacity on behalf of the Covered Person only. International SOS (Gulf) W.L.L assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to International SOS (Gulf) W.L.L. by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting there from and you will keep International SOS (Gulf) W.L.L. protected and compensated in this regard.

The Covered Person is responsible for the cost of services arranged by International SOS (Gulf) W.L.L. on behalf of such person or a covered family member. International 50S (Gulf) W.L.L. will access this Policy and/or other Takaful policy benefits, to which the Covered Person may be entitled, and/or such person's credit cards or other forms of financial guarantees provided by the Covered Person, in order to facilitate payment for such services. The Covered Person will fully cooperate with international SOS (Gulf) W.L.L.

International SOS (Gulf) W.L.L. will access this Policy and/or other Takaful policy benefits, to which the Covered Person may be entitled and/or such person's credit cards or other forms of financial guarantees provided by the Covered Person, in order to facilitate payment for such services, The Covered Person will fully cooperate with International SOS (Gulf) W.L.L.

General Policy Conditions

Entire Contract Changes:

This Policy together with the Schedule and Proposal, as well as any forms, riders and endorsements hereto, constitutes the entire contract of Takaful. No change in this Policy shall be valid until approved by our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

Consideration:

This Policy is issued in consideration of the contribution being paid in advance. No receipt for contribution shall be valid except on Our official form.

Policy Period:

This Policy shall become effective upon the Policy Effective Date shown in the Application at midnight, standard time, at Your address stated therein and shall continue in force until the Policy Expiration Date.

Renewal Conditions:

This Policy may be renewed with Our consent by payment in advance of the total contribution specified by us, which contribution shall be at Our contribution rate in force at the time of renewal. We, however, are not bound to give notice that is due for renewal. Unless renewed as herein provided is Policy shall terminate at the expiration of the period for which contribution has been paid.

Associated Companies and Change in Risk:

If this Policy covers associated companies, you must provide a list of these companies. If Your associated companies or Your business activities change from those You have told Us about and summarized in the Proposal and business description in the Schedule, You must tell us immediately. We must confirm in writing that we accept the changes.

Transferring the Policy:

We will not accept or be affected by notice of any trust or transfer or other dealing with. or relating to, this Policy but Your receipt on behalf of Yourself or any Covered Person shall in all cases be an effective discharge to Us.

Policy Withdrawal:

We may withdraw this Policy at any time by giving 7 days' written notice delivered to You, or mailed to Your last address as shown by Our records, staring when such withdrawal shall be effective. In the event of withdrawal, We will return promptly the pro-rata unearned portion of any contribution You have actually paid; such withdrawal shall be without prejudice to any claim originating prior thereto. If You withdraw this Policy, the earned contribution shall be computed in accordance with Our short proportionate ratio table for the period

the Policy has been in force, provided no claim has occurred up to the date of withdrawal, in which case the whole contribution shall be fully earned and no return of contribution will be made.

Claims Notification:

It is a condition precedent to our liability hereunder that written notice of claim must be given to Us immediately after the occurrence or commencement of any loss that may be covered by the Policy and in any event within 30 days thereafter. In case of death, written notice also for the death must. unless reasonable cause shown. be given before internment, cremation, and in any within is case. one calendar month after the death and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.

Claim Forms:

We, upon receipt of a notice of claim will furnish You such forms as We usually require for filing proofs of loss.

Time for Filling Claim Forms and Evidence:

Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, no proof will be accepted if furnished later than one (I) year from the time the loss occurred.

Medical Examination:

We at our own expense shall have the right and opportunity to examine the Covered Person(s) when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination of the Covered Person's body. It is further explicitly stated that the Covered Person undergoing such medical examination is a condition precedent to Our assuming liability under the Policy.

Time of Payment:

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within a reasonable time upon receipt of due written evidence of such loss. Subject to due written evidence of loss all accrued benefits for loss which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claims:

All Claims under this Policy shall be payable in Pak Rupees. If We pay a claim under this Policy and You accept the payment, We will not have to make any further payments for the same claim. All payments made by us in good faith will discharge us to the extent of such payment.

Interest on the Benefits We Pay:

We will not pay interest on any benefits We Pay.

Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator, be appointed in writing by the parties to or. if they cannot agree upon a single Arbitrator within 30 Days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising two Arbitrators one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Pakistan Arbitration and Conciliation Act. It is clearly agreed and understood that no

difference or dispute shall be referable to arbitration as herein before provided, if the Operator has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/ Arbitrators of the amount of the loss or damage shall be first obtained.

Legal Actions:

No action at low or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If no proof of loss has been furnished within one (I) year of the date upon which it should have been furnished then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

If We disclaim liability to You or any Covered Person for any claim, and if You do not notify Us within one (I) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

Compliance with Policy Provisions:

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

Fraudulent and/or Dishonest and/or Deceitful Claim(s):

We shall not be liable to make any payment under this Policy in respect of any claim(s) if such claim(s) is(are) in any manner fraudulent, dishonest or deceitful or supported by any fraudulent, dishonest or deceitful mean(s) or device(s) whether by You or any other person acting on YOW' behalf or with authority.

Conditions Precedent to Liability:

For the avoidance of doubt, Your compliance with the terms and conditions of this Policy in so far as these relate to anything to be done by you or on Your behalf is a condition precedent to Our liability hereunder.

Effective Date and Termination Dates of Individual Takaful:

The persons eligible for inclusion the Covered Persons hereunder shall be all persons denoted in Section 1-General Definitions. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become the Covered Person with respect to such Takaful as is afforded by the Policy as applicable to such person's class.

Any change in the Takaful afforded to the Covered Person, which results from a change of class of person shall become effective on the date such person's class changes, provided that. if such person is absent from active full-time work because of injury on the date such changes in coverage would otherwise become effective, such change in coverage effective upon the date such person returns to active full- time work.

Coverage with respect to any Covered Person shall immediately terminate on the termination date of the Policy or at the time such person ceases to come within any such classification whichever is earlier; provided however, that such termination shall be without prejudice to any claim originating prior thereto.

Data Furnished by You:

If requested by Us, You shall furnish Us with the names of all the initially covered of all new persons who become Participant and of all Covered Persons whose Takaful is cancelled together with the data necessary for the calculation of contribution. Failure on Your part to furnish us the name of the Covered Person shall not invalidate his/her Takaful, nor shall failure on your part to report termination of Takaful of a person continue such Takaful in force beyond the date of termination determined in accordance with Provision 18 of this Section.

Law:

This Policy will be governed by the law of Pakistan. Other than as provided for in Clause 15: Arbitration above any disputes will be dealt with by Pakistan courts.

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.