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PURCHASE PROTECTION TAKAFUL

This document may be called Participant's Membership Document (herein after referred to interchangeably as "scheme" or "policy") as defined in the Takaful Rules, 2012.

PREAMBLE

This is to acknowledge that the applicant (hereinafter called the 'Participant') as more fully described in the schedule here to:

- i) Is accepted as a member of the Participants' Takaful Fund (hereinafter called the 'Fund') operated by Jubilee General Insurance Company Limited – Window Takaful Operations (hereinafter called the 'Operator').
- ii) Being a member of the Fund, he/she is acknowledged as a beneficiary under the attached Indemnity Policy of the Fund, and of the benefits declared by the Fund from time to time under this policy, in accordance with the Waqf Deed and Waqf Rules governing the Fund.
- iii) Subject to the participant continuing as a member of the Fund and complying with his/her undertaking under his/her declaration made in the proposal form, he/she is indemnified by the Fund as one of its beneficiaries against the perils/events described, in the manner and to extent as stated hereunder:

CONDITIONS PRECEDENT

- i) No payment in respect of any Contribution shall be deemed to be payment to the Participant

- Takaful Fund (PTF) unless a printed form of receipt for the same, signed by an authorized official of the Operator on behalf of the Fund, shall have been given to the Participant.
- ii) Notwithstanding anything above, cover under this policy shall not commence until the Contribution, as stated in the schedule hereof, has been paid or guaranteed to be paid in the manner as stated in the schedule or as expressly agreed and stated therein.

WHEREAS the Participant named in the Schedule hereto residing at the Participant's Dwelling described in the Schedule has applied for participation in the Fund by a signed proposal and declaration which shall be the basis of this Policy and made a payment (described in the Schedule) as Contribution to the Participant Takaful Fund (PTF).

The Participant Takaful Fund (PTF) will provide coverage against the Contingencies specified in the Statement of Contingencies hereto while accepting the same.

THE Operator on behalf of the Fund HEREBY AGREES (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Participant to recover hereunder) that in the event of any of the said Contingencies happening during the period of policy stated in the Schedule or in any subsequent period, the Operator on behalf of the Fund will by payment reinstatement for repair warrants indemnification to the Participant as hereinafter provided.

SECTION: CONTENTS

This section covers the contents within the private dwelling(s) named in the Schedule, constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

The word "Contents" means household goods and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the participant or of any permanent member of his household.

Excluding motor vehicles, caravans, trailer, watercraft, aircraft and accessories attached thereof, livestock, any part of the Buildings, any property specifically covered against perils hereby under any other Takaful/Insurance, mowers and garden cultivators except when solely used on covered premises specified in the schedule, documents of any kind, securities, manuscript, plans, drawings, coins and stamps.

The Contents are covered against loss or damage directly caused by:

1. Fire, Lighting or Explosion.
2. Aircraft and other aerial devices or articles dropped therefrom
3. Earthquake Fire & Shock
4. Storm or Tempest, Flood Excluding subsidence, landslip, however caused, loss or damage to contents of domestic outbuildings, loss or damage to contents in open.
5. Bursting or overflowing of water tanks, apparatus or pipes excluding loss or damage to contents of domestic outbuilding.
6. Impact by any vehicle or animal excluding loss or damage caused by any vehicle or animal belonging to or

under the control of the participant or any permanent member of his household.

7. Any person taking part in a riot or strike (as defined in attached clause)
8. Burglary, consequent upon violent and forcible entry or exit from the covered premises excluding loss or damage due to any such burglary as aforesaid or to any attempt thereat by any of participant's family, domestic servant or any person lawfully on the premises.

~~This section Also Includes the contents mentioned in the scheduled and/or individual certificates to be issued whilst they are in transit from the warehouse or supply station up till the residence of participant as mentioned under each certificate~~

This Section does NOT indemnify the participant against:

1. Loss or damage to refrigerators, wireless receiving sets or other electrical apparatus caused by over-running, excessive pressure, short circuiting, self heating or leakage of electricity.
2. Mysterious Disappearance of any article covered herein.

CONDITIONS

- 1) In the event of the private dwelling named in the schedule being left without an authorized inhabitant for more than FIFTEEN consecutive days, this Takaful shall EXCLUDE any loss or damage caused by BURGLARY or any attempt thereat and Escape of water from fixed water tanks, apparatus or pipes.
- 2) This Policy may at any time be terminated at the option of the Operator on 14 days' notice to that

effect being given to the Participant at his/her last known address in that case the Participant shall be directly given an amount as settlement benefit by the Operator from the Participant Takaful Fund (PTF) equivalent to a rate able proportion of the contribution for the unexpired period of policy from the date of such cancellation and a proper receipt shall be obtained by the Operator from the participant and such payment shall under no circumstances be paid or credited to any other person including a Takaful broker. No benefit shall be allowed if any claim has incurred during the period this Policy has been in force.

- 3) The participant shall give to the Operator immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this Takaful; of the receipt of the participant of notice of any claim; and of the institution of any proceedings against the participant.
- 4) In the event of burglary at covered premises, the participant will immediately notify the Police.
- 5) If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Policy(s) of Takaful or Conventional Insurance Policies, whether effected by the Participant or by any other person or persons, covering the same property, the Participant Takaful Fund (PTF) shall not be liable to pay or contribute more than its ratable proportion under this Policy of such loss or damage.
- 6) The Operator on behalf of the Fund shall be entitled:
 - a) On the happening of any loss of or damage to the property covered to enter any building where the loss or damage has happened and

- to take and keep possession of the property covered and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose. No Property may be abandoned to the Operator.
- b) To undertake in the name and on behalf of the Participant the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the participant to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- 7) If the participant shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Takaful shall become void and all claims hereunder shall be forfeited.
- 8) This Takaful does NOT COVER
- a) I) Loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss.
- II) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (i) Ionizing radiations or contamination to by or arising from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) Any loss or damage or liability, if any act or event out of or in course of which such loss, damage or liability arises, constitutes or is a part of or is committed or happens whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities, or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or martial law or loss or damage to the covered property or any part thereof resulting from abandonment, confiscation, requisition, detention or legal or illegal occupation of such property by any person or authority.
- In any claim and in any action, suit or other proceeding to enforce a claim under this Takaful for loss or damage or liability the BURDEN OF PROVING that the loss, damage or liability does not fall within this exclusion 8 (b) shall be upon the participant;
- c) Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial device travelling at sonic or supersonic speeds.
9. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two

calendar months after receipts of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators the differences shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who

shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award and 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 or Umpire of the amount of the loss or damage if disputed shall be first obtained **OR** At the discretion of the Participant where any disputes arises under a policy or over a claim under a policy issued by the Operator on behalf of Participant Takaful Fund (PTF) 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, subject to the Non-Violation of principles of Shari'ah. This shall be a condition precedent to any legal proceedings to be restored to by either party.

TAKAFUL OPERATOR FEES

The Operator shall deduct Operator's fee as per defined ratio approved by Shari'ah Advisor out of the Participant Takaful Fund (PTF). Such fee shall be based on the Wakala principle since the Operator hereby acts as a

Wakeel of the Fund. The Wakala Fees shall be credited to the Operator's Fund (OF) and remaining portion shall remain credited in the Participant Takaful Fund (PTF). The rate of Wakala Fees shall be approved by the Shari'ah Advisor based on the rating and risk management guidelines of the Window Takaful Operator for each type of Risk.

INVESTMENT MANAGEMENT SHARE

The Operator shall act as a Modarib or Wakeel for the purpose of managing the investment of the Participant Takaful Fund (PTF). As such, the Operator stands entitled to a Modarib share or Wakala-tul-Istismar fee in the investment income subject to approval by the Shari'ah Advisor.

TIMING AND TRANSFER OF FUNDS

- 1- All Contributions recognized under General Takaful contracts shall be credited to the Participant Takaful Fund (PTF).
- 2- All Contributions into a Participant Takaful Fund (PTF) shall be deposited in the Shari'ah compliant bank account designated as belonging to the Participant Takaful Fund (PTF) or be paid across to such an account within seven days of receipt.
- 3- All income received on assets of a Participant Takaful Fund (PTF) and receipts from Re-Takaful Operators relating to the Participant Takaful Fund (PTF) shall be deposited in the Shari'ah compliant bank accounts designated as belonging to the Participant Takaful Fund (PTF) or be paid across to such account within seven days of receipt.
- 4- All assets, liabilities, income and expenditure of a General Takaful Operator which do not relate to a Participant Takaful Fund (PTF) shall be

deemed to be part of the Operator's Fund.

SURPLUS DISTRIBUTION

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
- For charity / donations
- The rest of the surplus may be distributed to participants in proportion to the contributions to the Participant Takaful Fund (PTF) net of any risk related claims, which they may have received during the under evaluation period in accordance with the approved Surplus Distribution Mechanism and Policy approved by the Shari'ah Advisor.
- For this purpose the SECP is also empowered to develop and issue the Surplus Distribution Mechanism for the General Takaful Operator which shall also be complied by the Operator.

IMPORTANT

The participant 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 on the same should immediately be intimated to the Operator for correction.

ADDITIONAL Terms and Conditions

- 1- All terms and conditions as per Jubilee General's standard purchase protection PMD
- 2- Risk of atmospheric disturbance, flood, bursting and overflowing of pipes Is excluded for items kept in open / open to sky

- 3- Cover excludes mechanical failure, design defects, perils ideally covered under warranty, and manufacturers defects
- 4- Cover for each order shall be on first loss basis
- 5- The risk of Sabotage & Terrorism stands excluded
- 6- The cover is restricted to address of delivery or any other address designated by the customer/buyer and commodities/items to be kept in the same address for the cover to remain effective except for carryable items such as mobile phones, laptops, however, below mentioned warranties in point 14 and 15 shall be applicable.
- 7- Non-refundable and Non-Transferrable cover. However, if the product is returned to the vendor through proposer affinity due to manufacturing default or wrong item delivery within 5 days of delivery, PMD shall be cancelled with full contribution refund. If device is returned later than 5 days from delivery, PMD shall be cancelled with pro-rated refund of the contribution. This would be subjected to Affinity partner's confirmation of item return.
- 8- Claims to be notified within 3 days from the date of Accident by Customers
- 9- Burglary, Riot Strike and Malicious Damage losses in excess of Rs. 7,500/- to be duly supported with an FIR from Police; under Rs. 7,500/- Roznamcha from Police will be acceptable
- 10- Claims Payable in Pakistan and in Pak Rupees
- 11- One PMD only covers one device based on data provided on activation to the Takaful Operator

- 12- Relevant deductible of 10% of Sum Covered for each and every loss shall be applicable
- 13- Warranted that theft of the subject matter covered will be covered only if it is proved by the participant that theft has taken place by external, forcible and/or violent means.
- 14- Warranted that the subject matter will not be held covered while it is left unattended in parked car or public place.
- 15- Mysterious/unexplained disappearance is excluded.
- 16- Cover does not include items falling within the scope of a public recall or factory service bulletin issued by the manufacturer, or items more specifically covered under other takaful documents.
- 17- The Company's liability in respect of each item is limited to the total value of covered items as per the invoice of purchase issued by seller website on point of sale.
- 18- Public Liability is excluded.
- 19- Loss of data and software are excluded.
- 20- Exclusion of Products Liability.
- 21- Pro-rated Depreciation will be applicable prior to application of deductible in case of total loss of the item
- 22- Coverage is only applicable for the main device such as LCD/Mobile Phone/ Laptop etc itself, any damage/theft/total loss will not be covered for their peripheral accessories and attachments

In Case of Claims kindly contact following within 3 days of loss incident, clearly mentioning the platform/shop from where the Takaful PMD and covered device has been obtained along with PMD number available on the PMD Schedule for reference:

Jubilee General Insurance Co Ltd.

Window Takaful Operations

Claims Department (Miscellaneous)

2nd Floor, Jubilee Insurance House, I.I. Chundrigar Road,

P.O. Box 4795, Karachi-74000, Pakistan

UAN: 111-654-111

Email: info.takaful@jubileegeneral.com.pk

Website: www.jubileegeneral.com.pk

DO NOT OVERWRITE