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Accident 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 of this policy by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Operator for this Takaful hereinafter contained.

Now this policy witnesseth that subject to the terms, exception and conditions contained herein or endorsed hereon, if at any time during any period of takaful, the Participant shall sustain any bodily injury caused by accidental external and visible means which injury shall solely and independently of any other cause result in his death, or permanent total disablement as defined in the schedule, the Participant Takaful Fund will arrange to pay to the Participant or in the event of his death, to his legal representatives the compensation stated in the Schedule.

Provided always that:

1. Death permanent disablement takes place within twelve calendar months of the occurrence of the injury.
- a) Compensation shall not be payable under more than one of the items of the Schedule of compensation in respect of consequences of the same accident (except of any compensation payable hereunder in respect of temporary partial disablement preceding or following temporary total disablement).
- b) No weekly compensation shall become payable until total amount thereof has been ascertained and agreed, if nevertheless payment be made for weekly compensation the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident.
2. The total sum payable under this Policy in respect of any one or more claims shall not exceed in all, in any one period of takaful, the Sum Covered.

DEFINITIONS

1. **"BODILY INJURY"** means bodily injury which
 - a) is sustained by the Participant during the period of takaful and
 - b) Is caused by external violent means and
 - c) Is solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Participant within twelve calendar months from the date of the accident by which such injury is caused.
2. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Participant is traveling.
3. **"TOTAL DISABLEMENT"** means disablement which entirely prevents the Participant from attending to His business or occupation or if he has no business or occupation from attending to his usual duties.
4. **"PARTIAL DISABLEMENT"** means disablement which prevents the Participant from attending to a substantial part of his business or occupation or if he has no business or occupation from attending to a substantial part of his usual duties.
5. **"PERMANENT"** means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

6. **"LOSS OF LIMB"** means loss by physical separation of hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

CONDITIONS

1. This policy and schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this policy or schedule shall bear such specific meaning wherever it may appear.
2. This policy does not cover death or bodily injury due to or resulting from:-
 - i. Intentional Self Injury, suicide or attempted suicide whether felonious or not.
 - ii. War, invasion, act of foreign enemy, hostilities, whether war will be declared or not, civil war, mutiny, rebellion, revolution, insurrection, strike, riot, civil commotion, military usurped power.
 - iii. Radioactive contamination
 - iv. The Participant being under the influence of, or being affected by intoxicating liquor or drug or drugs, venereal disease or insanity, child birth or pregnancy, abortion or miscarriage or any complications arising from the foregoing.
 - v. The Participant engaging in flying or air travel of any kind (other than as a passenger in any fully licensed multi-engined commercial passenger carrying aircraft and/or helicopter but not as a member of the crew and not for purpose of undertaking any trade or technical operations therein) , polo, steeple chasing, bungee jumping, skin diving, pot-holing, hang-gliding, hunting on horseback, sky diving/parachuting, professional football, mountaineering necessitating the use of ropes or guides, winter sports, riding or driving in any kind of race speed or during test or practice thereof, or occupational use of power driven woodworking machinery.
 - vi. The Participant engaging or taking part in naval, military, air force and law enforcement service or operations
 - vii. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the Participant's own criminal act.
3. In the event of any accident or disablement hereby covered against happening to a Participant person notice thereof in writing shall be given to the

Operator within fourteen days of the occurrence of the accident, The Participant or his legal personal representatives shall, at his or their own expense, forward to the Operator, within the space of seven days after demand, a written report from a medical attendant, who shall be a duly qualified and registered medical practitioner, approved by the Operator, of the facts of the case and the nature and extent of the injuries received or of the disease and generally all such information in support of the claims as the Operator shall reasonably require, and in case of loss of sight or amputation occurring more than fourteen days after the accident, notice as aforesaid must be given within one calendar month of such loss of sight or amputation. In the case of claim for death or permanent disablement unless otherwise stated all sums payable hereunder shall be payable within one calendar month after, such personal injury and the cause and result thereof shall have been proved to the satisfaction of the Operator and such information as is required by the conditions of this Policy shall have been furnished, and in the case of a claim for temporary disablement only upon the termination of such disablement. No sum payable under this Policy shall carry interest and the Operator/Participant Takaful Fund (PTF) shall cease to be liable for any such sum unless claimed within one year after it has become due.

4. If required by the Operator, the Medical, Surgical, or other Agent of the Operator shall, in case of any accident to a covered Person be admitted at all reasonable times to see and examine the nature of the injury sustained by the covered Person whilst the covered Person is suffering from the effects of the same, and in the event of death to make a postmortem examination of the person covered.
5. The Participant shall, on tendering any contribution for the renewal of this Policy, give notice in writing to the Operator of any disease, physical defect or infirmity with which a Participant has become affected since payment of the last contribution.
6. If the Participant shall change his occupation for or engage in one or more hazardous than that stated in the Schedule, the Participant shall give immediate notice to the Operator and pay such extra contribution to the PTF as may be required in respect of such greater risk if the Operator shall elect to accept the same on behalf of the PTF, which they shall be under no obligation to do.
7. 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 receipt 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 difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering in 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 powers of the arbitrator, arbitrators or umpire respectively; and in the 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 arbitrators or umpire so dying was appointed. The costs of the reference and of the award shall be in 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 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.

8. If the Operator on behalf of the Fund shall disclaim liability to the Participant (or the Participant's personal representatives) for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The Operator may cancel this Policy by serving seven days' notice by registered letter to the Participant at his last known address and in such event shall be given as settlement benefit an amount equivalent to the Contribution paid less pro-rata portion thereof for the period this Policy has been in force; or this Policy may be cancelled at any time by the Participant on giving seven days' notice in writing and the Participant shall be given an amount as settlement benefit equivalent to Contribution less Contribution at the Operator's short period rates, as given below, for the period this Policy has been in force:

Period not exceeding	Short period rates as Proportion 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 benefit shall be allowed if any claim has incurred during the period this Policy has been in force.

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.