



Jubilee General Insurance Company Limited  
Window Takaful Operations  
3rd Floor, Jubilee Insurance House, I.I. Chundrigar Road,  
P.O. Box 4795, Karachi-74000, Pakistan  
UAN: 111-654-111 Tel: (021) 32402004-09  
Fax: (021) 32402003  
Email: info.takaful@jubileegeneral.com.pk  
Website: www.jubileegeneral.com.pk

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## HOME CARE TAKAFUL

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**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 ONE: BUILDING**

This section covers the building(s) of the private dwelling(s) named in the schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

Also covered are:

- (a) the interior decorations and the landlord's fixtures and fittings within buildings, and
- (b) the domestic outbuildings, garages, walls, gates and fences

all owned by the participant or for which the participant is legally responsible and within the premises named in the schedule.

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

- 1. Fire, Lightning or Explosion
- 2. Aircraft and other aerial devices or articles dropped therefrom
- 3. Earthquake Fire & Shock
- 4. Storm or Tempest, Flood Excluding subsidence, landslip, howsoever caused; loss or damage to domestic outbuildings, walls, gates, fences.
- 5. Bursting or overflowing of water tanks, apparatus or pipes excluding loss or damage whilst the Building(s) are unfurnished; loss or damage to domestic outbuilding, walls, gates, fences
- 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) excluding any loss or damage whilst the building(s) are unfurnished.
- 8. Any person acting with malicious intent (as defined in attached clauses) excluding loss or damage whilst the building(s) are unfurnished.
- 9. Accidental breakage of fixed glass excluding loss or damage whilst the building(s) are unfurnished.
- 10. Falling trees excluding loss or damage caused through lopping, topping, and felling.
- 11. The cost of repairing accidental damage to the underground water tanks, supply pipes, underground gas pipes or underground electricity cables extending from building to the public mains.

### **SECTION TWO: 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. Any person acting with malicious intent (as defined in attached clause)
9. 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, if any so far as these are not otherwise covered, whilst Temporarily Removed from the premises,

1. Against loss or damage caused by any of the perils covered under this section:
  - a) in any occupied private dwelling,
  - b) in any building where the participant or any permanent member of participant's household is residing or is employed.
2. Against loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft damage and Earthquake only.
3. Against loss or damage during the process or removal and transit following permanent change of residence, whilst in transit caused by the perils of Fire, Lightning, Explosion, Aircraft damage and Earthquake.

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.

### **SECTION THREE: JEWELLERY, HIGH VALUE WATCHES, CASH & PRIZE BONDS**

This Section covers Physical Loss of or Damage to the property described in the attached specification from perils listed under Section 2 except as hereinafter specified but is limited to the Sums covered stated in the schedule. For Jewellery only, the coverage under this section is also applicable while such items are:

- i. Stored or lying within the private dwelling described in Section One
- ii. Stored in a safe deposit locker as described in the attached schedule
- iii. In transit between safe deposit locker as in (ii) above and private dwelling as in (i) above and vice versa.
- iv. On the person of the participant or participant's spouse in the event of armed robbery, limited to 25% of the Sum Covered for Jewellery & High Value Watches as specified in the Schedule.

THIS SECTION DOES NOT COVER any loss or damage if the participant is engaged in or in any way connected with any form of professional entertaining; breakage of Jewellery and High Value Watches unless such breakage is caused by burglars, thieves or fire; loss or damage caused by moth, vermin, wear and tear, gradual deterioration; damage to or deterioration of any article directly caused by the actual process of dyeing cleaning, repair or renovation or mysterious disappearance.

Unless otherwise specified in Schedule; the liability of the Participant Takaful Fund under this Section shall in no case exceed one half of the Sum Covered for Contents. Furthermore the liability of the Participant Takaful Fund for any single item of Jewellery or High Value Watches shall in no case exceed 5% of the Sum Covered for Contents.

Where any covered item consists of articles in a pair or set, this section shall not pay more than the value of any particular part or parts which may be lost or damaged (without reference to any special value which such article may have as a pair or set) nor more than a proportionate part of the covered value of the pair or set.

Any item of the specification which covers articles with no individual Sum Covered is subject to average: that is to say, if the total value of all articles covered by such item, is, at time of loss or damage greater than sum covered the participant shall be entitled to recover only such proportion of the loss or damage as the sum covered bears to the total value of such item.

#### SECTION FOUR: EXTENSIONS

Loss of Rent: which the participant is unable to recover or additional costs of alternative accommodation necessarily incurred by the participant in consequence of the building(s) becoming uninhabitable following damage caused by any of the covered perils specified in section one, provided the liability of the Participant Takaful Fund does not exceed 10% of the total sum covered and both building and contents are covered under the policy.

Additional expenses incurred following damage to the building by any of the covered perils, in connection with the removal of debris: any extra cost of reinstatement of the destroyed or damaged building made necessary to comply with Government or Local Authority requirement, but not when notice has been served prior to the loss: Architect's and Surveyor's fee necessarily incurred in the reinstatement of the building(s) EXCLUDING any expenses incurred in the preparation of a claim or an estimate of loss. The total amount payable, for ADDITIONAL EXPENSES shall not exceed 10% of total sum covered.

Replacement of Locks in event of burglary in the covered premises specified in the schedule, the Fund will pay a sum of Rs.1,000/- for replacement of locks.

#### 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. This Policy may also be terminated at any time at the request of the Participant, in which case the Participant will be entitled to an amount as settlement benefit from the Participant Takaful Fund (PTF) equivalent to the actual contribution made initially by him/her, less the amount worked as per the following scale applicable to the period during which the Policy has been in force.

Period not exceeding	Short period rates as Proportion of Annual Contribution
10 days	10%
1 month	20%
1 1/2 months	25%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Over 9 months	full annual contribution

However 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.