



Personal Health Care – Franchise Product

Personal Hospitalization & Surgical Expense PMD

Jubilee General Insurance Company Limited - Window Takaful Operations
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PARTICIPANT MEMBERSHIP DOCUMENT

PREAMBLE AND OPERATIVE CLAUSE

This PMD is granted by Jubilee General Insurance Company Ltd- Window Takaful Operations. (hereinafter called "the Company") to the person(s) described in the PMD Schedule as the Participant(s) on the life of the person mentioned therein as the Person Covered.

The proposal, declaration(s), and any statement(s) made by the Participant(s) and Person Covered in connection with this PMD shall be the basis of this contract. The Participant shall pay the Contribution mentioned in the PMD Schedule and the company shall provide its receipt and confirmation of its realization. The Company will pay to the Person Covered, Nominee(s), successor(s) or assignee(s) of the Participant(s), the specified Benefit Covered on the happening of the event described in the PMD Schedule as the Event covered Against.

The liability of the PTF managed by the Company is at all times subject to the PMD Schedule, Standard PMD Conditions and any special conditions or endorsements issued by the Company and attached to this PMD, all of which are part of the contract evidenced by this PMD.

This is a digitally signed copy of the PMD which may be verified for authenticity by logging
On to our website <https://online.jubileegeneral.com.pk/manage>

(*) Jubilee General Insurance Company- Window Takaful Operation is registered and supervised by the Securities and Exchange Commission of Pakistan

Notwithstanding the foregoing, neither initial Takaful, nor any increase in Takaful shall become effective on a date when a Participant is not Actively At Work because of a disability resulting from Sickness or Injury. In such case, the Company shall require the Participant to furnish evidence of cover for himself in the manner aforementioned, after he returns back to Actively At Work status.

The effective date of initial Takaful shall be determined by the Company on the basis of such evidence of cover and, communicated to the Participant in writing.

TERMINATION OF AN PARTICIPANT'S TAKAFUL

All Takaful of any Participant under this PMD shall cease at the earliest of the following times:

- 1) Upon termination of this PMD
- 2) Upon the Participant attaining the Maximum Eligibility Age.
- 3) Upon any other date on which the Participant ceases to be eligible for Takaful.

The Company also reserves the right at any time to terminate the Takaful of any Participant after giving notice in writing to the Participant if he/she covered by this contract has at any time fraudulently:

- 1) Misled the Company by mis-statement or concealment.
- 2) Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Company's detriment.
- 3) Failed to act with the utmost good faith.

CONTRIBUTIONS/RENEWALS

All Contributions are payable yearly in advance at the head office or the relevant branch of the Company. Failure to pay any contribution on or before its due date shall constitute default hereunder.

The Participant shall also be responsible for the payment of the contribution. The first contribution is due on the PMD Effective Date and will continue the PMD for a term of twelve months. Thereafter, at the consent of the Company, this PMD may be renewed from year to year, on such terms and conditions and on payment of such renewal contributions as the Company may determine.

The Company reserves the right to decline to renew the PMD. For renewals, the company is under no obligation to notify you of the renewal date of the PMD, however a Grace Period of 30 days is permissible and the PMD will be considered as continues for the purpose of 04 year waiting period for Pre-existing condition.

For renewals received after the completion of 30 days Grace Period, a new application should be submitted the company and it would be processed as a NEW Business Proposal.

TERMINATION OF PMD

The Participant cannot terminate the PMD once issued.

The Company reserves the right to terminate the PMD, by giving a 15 days written notice to the Participant, or add or alter or repeal the terms and conditions hereof for whatever reasons. In the event of the termination of this contract by the Company the contribution shall be refunded as settlement benefit, to the participant for the unutilized period of the PMD. There will be no refund if any claims have been made under the PMD.

PARTICIPANT'S OBLIGATIONS:

- 1) The Participant undertakes to reimburse the Company within 30 days for any expenses or losses incurred by the Company in respect of Treatments by covered Persons which were not covered by the terms and conditions of this PMD, including but not limited to payments in excess of the applicable benefit limits; payments in cases where a PMD exclusion applies and payments incurred after the termination of coverage of a Covered Person or termination of this PMD.
- 2) The Participant undertakes to reimburse the Company for any expenses or losses incurred by the Company due to the failure by Participant to discharge its responsibilities under the PMD, including any unauthorized use

of the Company's Health Card.

- 3) The Participant will reimburse the Company for any benefit paid or expenses or losses incurred by the Company on account of any Preexisting Condition.

FRAUD

If any claim shall be false or fraudulent in any respect, then the Company will be entitled to undertake any or all of the following actions:

- 1) Refuse to pay any benefits in relation to the Claim.
- 2) Cancel the PMD immediately, without returning the contribution payments made.
- 3) Recover any monetary amounts already paid.

WAIVER OF CONTRACT PROVISIONS

The waiver by the Company of any provisions of this PMD or the introduction of any change in interpretation or practice of any terms or conditions of this PMD shall not prevent the subsequent enforcement of those provisions, terms or conditions and shall not be deemed to be a waiver of any similar provisions of this PMD or change in interpretation or practice of any similar terms or conditions of this PMD.

TERRITORIAL LIMITS

This PMD is meant to cover treatment within Pakistan.

ARBITRATION

Any difference which may arise between the Company and the Participant and cannot be settled amicably shall be settled by arbitration in accordance with the statutory provisions for the time being in force applicable thereto and the obtaining of an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

APPLICABLE LAW

This PMD, and all rights, obligations and liabilities arising hereunder, shall be governed and interpreted in accordance with the Laws of the Islamic Republic of Pakistan.

CUSTOMER SERVICE & GRIEVANCES REDDRESSAL:

- (i). In case of any query or complaint/grievance, Participant may approach office at the following address:

2nd Floor, PNSC Building, Lalazar, M.T Khan Road, Karachi.

Phone 021-3565 7885-6 Facsimile: 021-35611349

E-mail: customer.services@jubileehealth.com

- (ii). In case Participant is not satisfied with the decision of the above office, or have not Received any response within 10 days, then Participant may contact the following official for Resolution:

Jubilee General Insurance Company Limited- Window Takaful Operations

3rd Floor, Jubilee Insurance House, I.I. Chundrigar Road, P.O.BOX 4795, Karachi. – 74000, Pakistan

Toll-free: 0800-03786

Fax: 021- 32416728, 32438738

Email: cs@jubileegeneral.com.pk

Website:www.gettakaful.pk

SECTION II

BENEFITS -TERMS, PROVISIONS & EXCLUSIONS

HOSPITAL EXPENSE BENEFITS

Subject to the expense limits under Hospitalization Expense Benefits as stated in the Schedule Of Benefits, and other terms and conditions of the PMD, the Company on behalf of the PTF, shall pay for Reasonable and Customary charges for all Medically Necessary Treatment, provided on the advice of a Physician to the Participant during Hospital Confinement OR if the Participant undergoes a Surgical Operation without being registered as a bed patient. The following benefits are payable:

- 1) Daily Room Benefits: The room charges per day, as per the sub limit specified in the Schedule Of Benefits.
- 2) Intensive Care Unit Charges: The charges per day for ICU or another unit for similar purpose, as per

the sub limit specified in the Schedule Of Benefits.

- (3) Hospital Miscellaneous Expenses: Expenses, which are made for the following:
- Prescribed medical supplies and services (except room charges and charges arising from special nursing services),
 - Physicians and surgeons' visits,
 - Laboratory tests and X-ray examinations,
 - Operation theatre charges,
 - Anesthesia and administration thereof,
 - Blood transfusions, including cost of blood, provided, however, that if the Participant is confined as a registered bed-patient, benefits shall be paid hereunder only for charges incurred during the period for which benefits are payable under (1) above,
 - Physiotherapy.
 - Ventilator and allied services.
- (4) Surgical Expenses: Fee for any Surgical Operation, performed by a licensed Physician/ Surgeon.
- (5) Day Care Surgery Expenses: Charges incurred for surgical operations on a pre-planned basis without an overnight stay in a Hospital.
- (6) Pre and Post Hospitalization Expenses: Reasonable and Customary charges for all Medically Necessary Out-Patient Treatment, which are directly related to the cause of hospitalization, provided on the advice of a Physician to the Participant, occurring while the Participant is covered under the PMD. The benefit is restricted to the number of days before and after the hospitalization and the sub limit for such expenses, as specified in the Schedule of Benefits.

The following benefits are payable:

- Physician's fee.
- Cost of prescribed medicines.
- Cost of Laboratory Tests.
- Dressing Charges, stitch removal.

Expenses for any Pre/ Post hospitalization Outpatient Treatment related to pregnancy are excluded from the scope of this benefit

- (7) Ambulance Service Expenses: Expenses incurred for the use of a road ambulance for the transportation of the Participant to or between Hospitals within the same city in the course of an Emergency. The maximum amount payable for such expenses shall be as per the sub limit, specified in the Schedule Of Benefits.

PROCEDURE OF OBTAINING BENEFIT

For inpatient benefits only, the Company on behalf of the PTF, will arrange the Treatment on credit/Cashless basis and has made credit arrangements with a number of Approved Hospitals, a list of which is attached to the PMD.

This credit arrangement is subject to a prior approval from the Company as per the following procedure:

In case Hospital Confinement is advised by a Physician, the Participant must first seek approval, from the Company at least 03 days in advance, by submitting a duly filled prior approval form with details of the Treatment / procedures to be carried out. Once the Treatment is approved, the Company would then coordinate with the Panel Hospital to arrange credit for the approved Eligible Expenses.

Each Participant will be issued with a health card, outlining briefly the services covered under the PMD along with the details of the Participant.

At the time of commencement of Hospital Confinement at a Panel Hospital, the Participant should present his health card to the Panel Hospital and show proof of identification of him in form of national identity card. All eligible expenses (as defined in this PMD) will be settled directly by the Company to the Panel Hospital, in line with the approval.

The Participant shall pay all expenses other than the eligible expenses directly to the Hospital before discharge of the Covered Participant

HOSPITAL CONFINEMENT IN A NON PANEL HOSPITAL

The Participant is not allowed to seek Treatment from a Non-Panel Hospital.

NOTIFICATION IN CASE OF AN EMERGENCY HOSPITAL CONFINEMENT

In all Emergency Hospital Confinement(s), in a Panel Hospital, the Company should be intimated within 24 hours of such Hospital Confinement. Intimation to the Company shall mean intimation given by or on behalf of the Participant to the Company at its Head Office, with information sufficient to identify the Participant, the Hospital and the Physician.

In case any of the above procedures are not followed, the Company reserves the right to either negate or reduce the benefit amount for such Hospital Confinement(s).

CLAIMS

Where the indemnity is on a reimbursement basis, a fully completed Claim Form together with required supporting information/documents such as discharge summary, prescriptions, payment receipts, itemized hospital bill, any other relevant supporting document where applicable etc. must be submitted to the Company, in original, within 30 days of the date of commencement of the event which gave rise to the claim. Photo copies are not acceptable.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event later than 90 days from date of such loss. No action in law or equity shall be brought to recover under the PMD until after the expiration of 90 days from the date Proof of loss has been furnished in accordance with PMD conditions. No such action shall be brought after the expiration of one year from the time written proof of loss is required to be furnished.

EXAMINATIONS

The Company shall have the right and opportunity through its medical representative to examine the person of the Participant when and as often as it may reasonably require during the pendency of a claim hereunder. The expenses of such examinations shall be borne by the Company.

BENEFITS & THEIR PAYMENT

The benefits payable by the PTF managed by the Company, in respect of the expenses incurred for the treatment provided to an Participant during the PMD period shall be limited to:

- Reasonable and Customary charges for the treatment &
- The Participants benefit limit stated on the Schedule Of Benefits.

The benefits, payable under the terms of this PMD, which have not been paid directly by the Company to the Panel Hospital, shall be paid to the Participant.

CURRENCY OF PAYMENT

All payments under this PMD shall be made in the legal currency of Pakistan.

NON-DUPLICATION OF BENEFITS

If the Participant is entitled to indemnity from any other source in respect of the same Disability, including but not restricted to indemnity from another group or individual health Takaful PMD, then the Company will only pay reimbursement on a proportionate basis. The Company has full rights of subrogation and may undertake legal proceedings in the Covered Person's name, but at the Company's expense, to recover for the Company, its benefit from the other insurance/Takaful company, any payment made by the Company.

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.

EXCLUSIONS

The exclusions in this section are in addition to any other exclusion that may be contained in a specific benefit section. This PMD does not cover and no benefits shall be paid for expenses resulting from:

1. Benefits will not be available for Any Pre-existing condition, ailment or injury, until 48 months of continuous coverage have elapsed, after the date of inception of the first Personal HealthCare PMD with the Company. The above exclusion shall cease to apply if a Personal health care PMD has been maintained for a continuous period of 4 years without break.
2. Any Treatment incurred within 30 days of the commencement of the PMD Period except those incurred as a result of Accidental Bodily Injury. This does not apply to any subsequent and continuous renewal of the PMD.
3. Any Treatment not recommended by a legally licensed Physician or which is not medically necessary.
4. Mental illnesses, psychiatric disorders and any sickness or condition arising from, and including drug abuse, alcoholism or an Participant's criminal act.
5. Routine physical check-ups, rest cures, services including immunization.
6. Supply or fitting of eye glasses, contact lenses, hearing

aids, wheelchairs and medical appliances not required surgically.

7. Any In-Patient dental Treatment, X-rays, extractions or fillings unless necessitated due to accidental injury occurring while the Participant was covered.
8. Cost of limbs any other organ (prostheses).
9. Treatment of any refractive errors of the eyes including cost of procedures such as 'Radial Keratotomy' and 'Excimer Laser'.
10. Weight reduction/enhancement programs.
11. Any cosmetic Treatment or plastic surgery, unless necessitated due to accidental injuries occurring while the Participant was covered under the scheme.
12. Injury or illness, due to war or due to active participation in riots or civil war or civil commotion.
13. Self-inflicted injuries while sane or insane, including attempted suicide.
14. Engaging in air travel, except when travelling in a licensed aircraft being operated by a licensed airline according to published schedules.
15. Any kind of inpatient treatment which could generally be done on an Outpatient basis or any Hospital Confinement primarily for diagnostic purposes, unless specifically authorized by the Company in writing.
16. Treatment or surgical operation for congenital defects or deformities, including physical and mental defects present from birth.
17. Pregnancy and complications thereof, childbirth (including surgical delivery), miscarriage, abortion and/or any related prenatal or postnatal care, circumcision.
18. Treatment of infertility, impotency, sterilization & contraception including any complication relating hereto.
19. Treatment for injuries sustained as a result of participation by the Participant in any dangerous sport, pastime or competition, including but not restricted to riding, driving in any race or competition and engaging in professional sport.
20. Any increase in the expenses incurred for the treatment on account of the Participant being admitted to a more expensive room than allowed by his daily room rent limit.
21. Treatment for injuries sustained as a result of participation by the Participant in an act which is illegal according to the laws of Pakistan.
22. Any Outpatient Treatment.
23. Any charge in respect of the donor for any organ transplant claim.
24. Any experimental and or unproven Treatment.

SECTION III DEFINITIONS

For the purpose of this PMD the following words shall have the meaning as under, wherever they appear in the PMD document:

'Actively At Work' means that a Participant will be considered to be Actively at work on any day if he is then performing or is capable of

performing in the customary manner all of the regular duties of his employment on the last scheduled working day. A person will be considered to have satisfied the Actively at work provisions on any day if he is then able to perform all the normal activities of a typical person of the same age and sex, and is confined neither at home nor in a Hospital or any other medical facility.

'Company' means Jubilee General Insurance Company Ltd – Window Takaful Operations

'Covered Individual' subject to the payment of the required contribution, includes the Participant, as defined herein, provided such coverage has been applied for and has been approved by the Company and is in force under the provisions of this PMD.

'Disability' means a Sickness or Injury necessitating medical treatment by a licensed physician.

'Eligible Expenses' means expenses incurred on treatment by a covered person that are payable by the company and which are:

- a) Reasonable and Customary
- b) Medically Necessary
- c) Within PMD coverage and limits; and
- d) Not excluded under any of the terms and conditions of this PMD.

'Emergency' means a sudden illness or injury which raises a professional concern that there may be a significant medical problem jeopardizing the Participant's life and which necessitates Treatment which must not be delayed and which requires confinement to the emergency facility of a Hospital.

'Health Card' means the identification card issued to the Participant.

'Hospital' means an institution that:

- a) is properly licensed to provide medical care in accordance with the laws of Pakistan;
- b) is primarily engaged in providing diagnostic, medical and surgical facilities;
- c) has 24 hours-a-day nursing service by registered graduate nurses under the permanent supervision of the Physician in charge;
- d) maintains in-patient facilities; and
- e) maintains a daily medical record for each of its patients, which is accessible to the Company."

'Hospital Confinement' means that a covered person is registered as a bed-patient in a hospital and incurs a daily room charge.

'Participant' or **'Covered Person'**, means the Participant, as defined herein, provided such coverage has been applied for and has been approved by the Company and is in force under the provisions of this PMD.

'Injury' means any bodily injury caused in an accident by violent, external and visible means, and which shall have occurred solely by and independently of any other cause.

'Limit Per Person' means the maximum amount payable to a Person during the PMD Year

'Maximum Eligibility Age' means the maximum age to which an Participant can be covered as under:

Participant	18-59 years, Once enrolled cover can continue till the 65th birthday.
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„Medically Necessary means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the Participant;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; and not just for the convenience of the Participant.
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in Pakistan

'Non Panel Hospital' means any hospital, day care centre or other provider that is not part of the network.

'Outpatient' means treatment is one in which the Participant visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Participant is not admitted as a day care or in-patient.

'Panel Hospital' means a Hospital approved and identified by the Company to provide Treatment to covered Persons, and which is included in the List of Panel Hospitals attached to this PMD. The list may be amended from time to time by mutual agreement between the Participant and the Company.

'Physician' means an individual who is legally licensed in Pakistan, under a degree recognized by the Government of Pakistan, and who:

- a) is someone other than the Covered Person;
- b) is not related by blood or marriage to the Covered Person;
- c) is qualified to treat the Disability for which the claim is being made.

'PMD' means this agreement, its schedule (and any endorsements attaching to or forming part thereof) and the PMD

document. Claims procedures, along with the application and any claim form.

'PMD Effective Date' means the date and time from which this PMD takes effect, and as shown on the Schedule Of Benefits

'PMD Expiry Date' means the date and time when cover ceases.

'PMD Year' means a twelve-month period starting from the PMD Effective Date, or a Renewal Date, shown on the Schedule Of Benefits.

'Participant' means a person so named in the Schedule of Benefits.

The masculine pronoun shall be construed, as 'Pre-existing Conditions' means any illness or injury or related condition for which treatment, or medication, or advice, or diagnosis was sought or received within 48 months prior to the commencement of this PMD for the Participant concerned OR which was known or reasonably should have been known to exist prior to the commencement of this PMD for the Participant or in respect of which the need for treatment was foreseeable at inception of this PMD whether or not treatment or medication or advice or diagnosis had been sought or received.

'Reasonable and Customary Charges' means charges for Medically Necessary Treatment of a standard customarily provided for the medical condition concerned. Such charges should not exceed the general level of charges being made by other Hospitals or Physicians when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Regardless of whether medical treatment is obtained within or outside Pakistan Reasonable and Customary charges shall mean, what is Reasonable and Customary in the area of residence within Pakistan where the Participant normally lives.

'Renewal Date' means any subsequent anniversary of the PMD Effective Date.

'Sickness' means a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the PMD Period and requires medical Treatment.

'Surgical Operation' means only the following:

- (1) A cutting operation
- (2) Suturing a wound
- (3) Treatment of a fracture
- (4) Reduction of a dislocation
- (5) Radiotherapy (excluding radioactive isotope therapy) if used in lieu of a cutting operation for the removal of tumors
- (6) Electrocauterization
- (7) Therapeutic endoscopic procedures.

'Treatment' means a surgical procedure or medical intervention to cure a Disability.

The feminine and the singular as plural if the context so requires.

CONFIDENTIAL INFORMATION

All information provided shall be kept for Company's use and will not be shared with third parties, vendors &/or contractors. Please note that Credit card information is also not stored by the Company and that Company shall not be liable for any fraudulent usage of your Card. Company maintains secured technology processes to safeguard the information provided.