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## Personal HealthCare Takaful

### PARTICIPANT'S MEMBERSHIP DOCUMENT

**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.

The proposal, declaration(s), and any statement(s) made by the Operator on behalf of the Participant Takaful Fund and Participant in connection with this Policy shall be the basis of this Takaful Agreement, which provides the receipt and realization by the Operator on behalf of the Participant Takaful Fund (PTF) of the Contribution mentioned in the Policy Schedule.

The Participant Takaful Fund (PTF) will pay to the Participant, Nominee(s), successor(s) or assignee(s) of the Policy Owner(s), the specified Benefit covered on the happening of the event described in the Participant Benefit Schedule as the Event covered Against.

The liability of the Participant Takaful Fund (PTF) is at all times subject to the Participant Benefit Schedule, Standard Policy Conditions and any special conditions or endorsements issued by the Operator on behalf of the Participant Takaful Fund and attached to this Policy, all of which are part of the agreement evidenced by this Policy.

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

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



**SECTION I  
GENERAL POLICY TERMS**

**ENTIRE AGREEMENT**

This policy, the application of the Participant, endorsements and riders, if any, and the list of participant(s) attached hereto, constitute the entire agreement between the Participant Takaful Fund (PTF) and the Participant.

**ALTERATIONS TO THIS POLICY**

The terms, conditions and benefits provided by this policy may be altered at any time by Operator on behalf of the Participant Takaful Fund (PTF). All such alterations shall be communicated to the Participant in writing and deemed to be an endorsement of the policy and shall be binding on all covered under the policy.

**REQUIRED INFORMATION / CLERICAL ERRORS**

The Participant shall furnish to the Operator all information that may be required by the Operator on behalf of the Participant Takaful Fund (PTF) with regard to any matter pertaining to the policy. All documents and records that may have a bearing on the benefits or contribution rates provided by this policy shall be open for inspection by the Operator at all times during the continuance of this policy.

**REFUSAL OR ACCEPTANCE OF APPLICATION**

The Operator on behalf of the Participant Takaful Fund (PTF) reserves the right to refuse any application without giving any reason or to accept the application on any special terms which the Operator may require.

**EVIDENCE OF AGE**

The Operator reserves the right at any time to request evidence of the age of any Participant Member or of any person who has applied to join this Policy.

**MISSTATEMENT OF FACTS**

If relevant facts pertaining to any Participant concerned with Takaful under this policy shall be found to have been misstated fraudulently, by the Participant, then Takaful shall be void and no refund would be given in this case.

**ELIGIBILITY**

The Participant when applying for coverage may apply to cover himself/herself, spouse and a Maximum four dependent children.

Takaful for an eligible Participant, including Dependents, shall commence under the provisions of

this policy only if the Operator approves his evidence of cover ability. Such evidence shall be furnished, at no cost to the Operator, through the Participant, in a form satisfactory to the Operator. The eligible Participant should be Actively At Work and below the Maximum Eligibility Age.

**AMOUNTS OF TAKAFUL**

The amounts of Takaful for the benefits provided by this policy to each Participant person shall be determined in accordance with the plan of benefit stated in the Schedule of Benefits.

**EFFECTIVE DATES OF TAKAFUL**

The effective date of a Participant's Takaful will be the date on which the Operator approves the Participant's evidence of coverability.

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 Operator shall require the Participant to furnish evidence of coverability for himself in the manner aforementioned, after he returns back to Actively At Work status.

The effective date of initial Takaful or the increase in Takaful shall be determined by the Operator on the basis of such evidence of coverability and, communicated to the Participant in writing.

**TERMINATION OF A PARTICIPANT'S TAKAFUL**

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

- (1) Upon termination of this policy
- (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 Operator on behalf of the Participant Takaful Fund 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 Operator by miss-statement or concealment.
- (2) Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Operator'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 Operator. Failure to pay any Contribution on or before its due date shall render the membership of Participant in the PTF ended.

The Participant shall pay the Contribution; the first contribution is policy on the Policy Effective Date and will continue the policy for a term of twelve months. Thereafter, at the consent of the Operator, this policy may be renewed from year to year, on such terms and conditions and on payment of such renewal Contributions as the Operator on behalf of the Participant Takaful Fund (PTF) may determine. The Operator on behalf of the Participant Takaful Fund reserves the right to decline to renew the policy.

For renewals, the Operator is under no obligation to notify you of the renewal date of the policy, however a Grace Period of 30 days is permissible and the policy 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 to the Operator and it would be processed as a NEW Business Proposal.

**RENEWAL INCENTIVE**

If no claim has been made under the policy and the policy is renewed without any break for 02 policy years. The Operator will increase the amount of coverage by 15 % for the next renewal.

- i. The maximum cumulative increase in the Limit of Indemnity will be limited to 45% of Sum Covered.
- ii. If a claim is made in any year where a cumulative increase has been applied, then the increased Limit of Indemnity shall be reduced by 15%.

**FREE LOOK PERIOD**

Participant has a period of 15 days from the date of receipt of the Policy to review the terms and conditions of this Policy. If Participant has any objections to any of the terms and conditions, Participant has the option of cancelling the Policy stating the reasons for cancellation.

**TERMINATION OF POLICY**

The Participant may terminate this policy by giving to the Operator written notice stating when, not less than 15 days after the date of such notice, such termination shall become effective. Amount of Contribution as settlement benefit in this case shall only be in case if no claims have been made under the policy and will be

as per the following table:

<b>Length of Policy In Force</b>	<b>%age Of Contribution Refund</b>
Up to 01 Month	70%
Up to 03 Months	40%
Up to 06 Months	20%
06 Months Above	Nil

The Operator reserves the right to terminate the policy, 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 Operator the Participant shall be entitled to an amount as settlement benefit for the unutilized period of the policy.

If policy is cancelled by the Participant within the Free Look Period, full contribution will be paid to the Participant as settlement benefit.

There will be no benefit if any claims have been made under the policy.

**PARTICIPANT'S OBLIGATIONS**

- 1.The Participant undertakes to reimburse the Participant Takaful Fund within 30 days for any expenses or loses incurred by the PTF in respect of Treatments by covered Persons which were not covered by the terms and conditions of this Policy, including but not limited to payments in excess of the applicable benefit limits; payments in cases where a policy exclusion applies and payments incurred after the termination of coverage of a Covered Person or termination of this Policy.
- 2.The Participant undertakes to reimburse the Participant Takaful Fund for any expenses or losses incurred by the PTF due to the failure by the Participant to discharge its responsibilities under the Policy, including any unauthorized use of the Operator's Health Card.
- 3.The Participant will reimburse the Participant Takaful Fund for any benefit paid or expenses or losses incurred by the PTF on account of any Pre - existing Condition which is not revealed to the Operator at the time of commencement of coverage.

**FRAUD**

If any claim shall be false or fraudulent in any respect, then the Operator on behalf of the Participant Takaful Fund 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 Policy immediately, without returning the Contribution payments made.
- 3) Recover any monetary amounts already paid.

## WAIVER OF AGREEMENT PROVISIONS

The waiver by the Operator of any provisions of this Policy or the introduction of any change in interpretation or practice of any terms or conditions of this Policy 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 Policy or change in interpretation or practice of any similar terms or conditions of this Policy.

## TERRITORIAL LIMITS

This policy is meant to cover treatment within Pakistan for the residents of Karachi, Lahore, Islamabad and Rawalpindi.

## ARBITRATION

Any difference which may arise between the Operator 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 Participant Takaful Fund or any right of action against the PTF managed by the Operator.

## APPLICABLE LAW

This Policy, 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 REDRESSAL

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

Health Takaful Administration Office  
PNSC Building, 2nd Floor, M.T.Khan Road, Karachi-74000, Pakistan

Phone 021-3565 7885-6

E-mail: [customer.services@jubileehealth.com](mailto: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  
UAN: 111-654-111 Tel: (021) 32402004-09  
Fax: (021) 32402003  
Email: [info.takaful@jubileegeneral.com.pk](mailto:info.takaful@jubileegeneral.com.pk)  
Website: [www.jubileegeneral.com.pk](http://www.jubileegeneral.com.pk)

## SECTION II

## BENEFITS-TERMS, PROVISIONS & EXCLUSIONS

### HOSPITAL CARE BENEFITS

Subject to the expense limits under Hospitalization Expense Benefits as stated in the Schedule Of Benefits, and other terms and conditions of the policy, the Participant Takaful Fund shall pay for Reasonable and Customary charges for all Medically Necessary Treatment, provided on the advice of a Physician to the Covered 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:
  - a. Prescribed medical supplies and services (except room charges and charges arising from special nursing services),
  - b. Physicians' and surgeons' visits,
  - c. Laboratory tests and X-ray examinations,
  - d. Operation theatre charges,
  - e. Anesthesia and administration thereof,
  - f. 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,
  - g. Physiotherapy,
  - h. 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 policy. 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 Operator on behalf of the Participant Takaful Fund 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 policy.

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

In case Hospital Confinement is advised by a Physician, the Participant must first seek approval, from the Operator 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 Operator on behalf of the Participant Takaful Fund 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 policy along with the family 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 the person for whom treatment is being sought, national identity card, in case the patient is an adult and NADRA's computerized 'B' form in case of a minor. All eligible expenses (as defined in this Policy) will be settled directly by the Operator on behalf of the Participant Takaful Fund 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 allowed to seek Treatment from a Non-Panel Hospital, only in case of an Emergency. If the Participant/ Participant gets Treatment from a Non-Panel Hospital in a non- Emergency situation, the Operator on behalf of the PTF reserves the right to decline the claim.

#### **NOTIFICATION IN CASE OF AN EMERGENCY HOSPITAL CONFINEMENT**

In all Emergency Hospital Confinement(s), whether in a Panel or Non-Panel Hospital, the Operator should be intimated within 24 hours of such Hospital Confinement. Intimation to the Operator shall mean intimation given by or on behalf of the Participant to the Operator 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 Operator on behalf of the PTF 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 Operator, 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 Policy until after the expiration of 90 days from the date Proof of loss has been furnished in accordance with Policy 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 Operator 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 Participant Takaful Fund.

#### **BENEFITS & THEIR PAYMENT**

The benefits payable by the PTF in respect of the expenses incurred for the treatment provided to an

Participant during the policy period shall be limited to:

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

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

#### **CURRENCY OF PAYMENT**

All payments under this policy 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/Insurance policy, then the Participant Takaful Fund will only pay reimbursement on a proportionate basis. The Operator on behalf of the PTF has full rights of subrogation and may undertake legal proceedings in the Covered Person's name, but at the PTF's expense, to recover for the PTF's benefit from the other Takaful Operator/Insurance Company, any payment made by the PTF.

**EXCLUSIONS:** See section titled 'Exclusions'.

#### **EXCLUSIONS**

The exclusions in this section are in addition to any other exclusion that may be contained in a specific benefit section.

This policy 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 Family HealthCare policy with the Operator. The above exclusion shall cease to apply if a Family health care Policy has been maintained for a continuous period of 4 years without break.

In case of enhancement of Sum Covered this Exclusion shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced Sum Covered) if the policy is a renewal of Family HealthCare Policy without break in cover.

2. Any Treatment incurred within 30 days of

the commencement of the Policy Period except those incurred as a result of Accidental Bodily Injury. This does not apply to any subsequent and continuous renewal of the policy.

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 Operator 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, except the one covered under the sub limit for Accidental Outpatient Expense Benefit.
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 policy the following words shall have the meaning as under, wherever they appear in the policy 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.

**'Operator'** 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 Operator on behalf of the PTF and is in force under the provisions of this policy.

**'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 Participant Takaful Fund and which are:

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

**'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 Operator."

**'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 Operator on behalf of the Participant Takaful Fund and is in force under the provisions of this policy.

**'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 Policy Year

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

<b>Participant</b>	18-49 years, Once enrolled cover can continue till the 60 <sup>th</sup> 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 Operator to provide Treatment to covered Persons, and which is included in the List of Panel Hospitals attached to this policy. The list may be amended from time to time by mutual agreement between the Participant and the Operator on behalf of the PTF.

**'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.

**'Policy'** means this agreement, its schedule (and any endorsements attaching to or forming part thereof) and the policy document. Claims procedures, along with the application and any claim form.

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

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

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

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

**'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 Policy for the Participant concerned OR which was known or reasonably should have been known to exist prior to the commencement of this Policy for the Participant or in respect of which the need for treatment was foreseeable at inception of this Policy 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 Policy Effective Date.

**'Sickness'** means a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy 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 masculine pronoun shall be construed, as the feminine and the singular as plural if the context so requires.

#### **Credit Card/Online Payment**

Coverage purchased by credit card is subject to validation and acceptance by the credit card company and the Card issuing bank.

#### **Confidential Information**

All information provided shall be kept for Operator'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 Operator and that the Participant Takaful Fund/Operator shall not be liable for any fraudulent usage of your Card.

Operator maintains secured technology processes to safeguard the information provided.

#### **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.