

# Jubilee

## GENERAL TAKAFUL

Jubilee General Insurance Company Limited  
Window Takaful Operations  
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## HEMOCARE PMD

Whereas the Participant named in the Schedule residing at the Participant's Dwelling described in the schedule has by a signed the proposal and declaration. This shall be the basis of this Contract and is deemed to be incorporated herein applied to the JUBILEE GENERAL INSURANCE COMPANY LIMITED-WINDOW TAKAFUL OPERATIONS (hereinafter called "the Takaful Operator") for Takaful for the Contingencies hereinafter expressed:

Now This PMD Witnesses that the participant has agreed to pay to the Takaful Operator the contribution stated in the schedule.

The Company 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 happening of any of the said Contingencies during the period of Takaful stated in the schedule or in any subsequent period in respect of which the Participant shall pay to the Participant Takaful Fund (PTF) managed by the Takaful Operator and it shall accept the contribution required for the renewal of this Takaful. The Takaful PTF, will by payment, reinstatement or repair indemnify 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. Coverage limits for this section shall be as mentioned in the PMD schedule.

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/or 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. Coverage limits for this section shall be as mentioned in the PMD schedule.

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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 covered hereby under any other Takaful, mowers and garden cultivators except when solely used on Participant 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 clauses)
9. Burglary, consequent upon violent and forcible entry or exit from the Participant 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 the of 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 and Earthquake only.

3. Against loss or damage during the process of removal and transit following Permanent

change of residence, whilst in transit caused by the perils of Fire, Lightning, Explosion, Aircraft 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, selfheating 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 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 Jewelry 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. limited to 25% of the Sum covered for Jewelry & High Value Watches as specified in the Schedule.
- 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 Jewelry & 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 Jewelry 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 PTF managed by the Takaful Operator under this Section shall in no case exceed one half of the Sum covered for Contents. Furthermore the liability of the PTF managed by Takaful Operator for any single item of Jewelry 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 on behalf of PTF 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 Takaful Operator's liability does not exceed 10% of the total sum covered of Building and both building and contents are covered under the PMD.

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 necessary 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 insured.

Replacement of Locks in event of burglary in the Participant premises specified in the schedule, the

Takaful Operator will pay on behalf of PTF a sum of Rs.1,000 for replacement of locks.

#### **CONDITIONS**

1) This Takaful may be cancelled by or on behalf of the Takaful Operator by 7 day's notice given in writing to the Participant at his last known address and the contribution shall be adjusted as settlement benefit on the basis of the Takaful Operator receiving or retaining pro-rata contribution.

This Takaful may also be cancelled at any time at the request of the Participant in writing to the Takaful Operator and the contribution hereon shall be adjusted on the basis of the Takaful Operator receiving or retaining the customary short-term contribution.

2) 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 threat and Escape of water from fixed water tanks, apparatus or pipes.

3) The Participant shall give to the Takaful 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 by the Participant of notice of any claim; and of the institution of any proceedings against the Participant.

4) In the event of burglary at Participant premises, the Participant will immediately notify the Police.

5) There shall be no liability under this Takaful in respect of any claim where the Participant is entitled to indemnity under any other Takaful EXCEPT in respect of any excess beyond the amount which have been covered under such other Takaful had this Takaful not been effected.

6) The Takaful Operator 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 PMD shall be proof of leave and license for such purpose. No Property may be abandoned to the Takaful 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 PMD.

7) If the Participant shall make any claim knowing the same to be false or fraudulent as regards to the 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, Terrorism, invasion, act of foreign enemy, hostilities, or warlike operation (whether war be declared or hot), civil war, rebellion, revolution, insurrection, military or usurped power, or martial law or loss or damage to the Participant 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 super sonic 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 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 PMD that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

10. PMD Cancellation & Contribution settlement benefit PMD: This PMD can be cancelled at any time during the period of Takaful. Contribution settlement benefit will be applicable on Short period basis and only if no claim is incurred on the PMD. Settlement benefit of contribution will be net of all Administrative charges and stamp duty incurred by the Takaful Operator.

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

12. **Confidential Information:** All information provided shall be kept for Takaful 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 Takaful Operator and that Takaful Operator shall not be liable for any fraudulent usage of your Card. Takaful Operator maintains secured technology processes to safeguard the information provided.

13. A deductible of 10% of loss amount shall be applicable on each and every loss.