

**HOSPITAL CASH ASSIST GROUP
TAKAFUL PLAN
Participant's Membership Document (PMD)
GENERAL PROVISIONS**

Preamble:

This is to acknowledge that the applicant (hereinafter called the 'Participant'), having submitted the Application Form along with the associated documents and undertaking to pay the Takaful Contribution, as more fully described in the Participant's Specific Schedule (hereinafter referred to as the "PSS") attached hereto:

- i. is accepted, as per the PSS as a member of the Accident & Health Family Takaful Participant Fund(hereinafter referred to as the 'AHFTPF') operated by TPL Life Insurance - Window Takaful Operations (hereinafter referred to as the 'Window Takaful Operator') under Takaful Waqf Fund (referred to as the 'Takaful Business Statutory Fund' under the Takaful Rules 2012, and hereinafter referred to as the 'Waqf Fund').*
- ii. Being a member of the AHFTPF, the Participant is acknowledged as a beneficiary of the benefits declared by the AHFTPF from time to time under this PMD; in accordance with the Waqf Deed and the Waqf Rules. The Waqf Rules are available at the Head Office of the Window Takaful Operator and subsequently available on the website.*
- iii. Subject to the Participant continuing as a member of the AHFTPF and complying with its undertaking and the declarations made in the Application Form, the Participant may be paid by the AHFTPF as one of its beneficiaries against the Takaful Benefits, in the manner and to the extent as stated hereunder.*

Conditions Precedent:

- i. No payment in respect of any Contribution shall be deemed to be payment to the Window Takaful Operator unless a printed form of receipt for the same, signed by an official of the Window Takaful Operator, shall have been given to the Participant.*
- ii. Notwithstanding anything above, cover under this PMD shall not commence until the Contribution, as stated in the PSS hereof, has been paid or guaranteed to be paid in the manner as stated in the PSS or as expressly agreed and stated therein.*

Therefore, this PMD witnessed that this Membership shall at all times and under all circumstances be subject to the Conditions and Stipulations printed hereon, which Conditions and Stipulations constitute the basis of this Membership, and are to be considered as incorporated in and forming part of this PMD.

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Definitions

Wherever the following words are used in this document, they shall have the following meanings:

<i>Accident</i>	means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.
<i>Age</i>	Age of the Individual Covered on his/her nearest birthday at the time of joining the Scheme .
<i>Appointed Actuary</i>	the actuary required to be appointed by a Window Takaful Operator pursuant to the provisions of section 26 of the Insurance Ordinance, 2000
<i>Authorized Representative</i>	An officer of the Window Takaful Operator who has been empowered by the Window Takaful Operator to collect contributions due towards it
<i>Certificate</i>	means individual Certificate of Takaful coverage issued to each individual member confirming the benefits and terms of acceptance in writing.
<i>Co-Takaful coverage</i>	means the proportion of covered medical expenses claims which the Participant or the Individual Covered must pay.
<i>Commencement Date</i>	means the Effective date of the Scheme as mentioned in the Participant's Specific Schedule
<i>Contributory Takaful Coverage</i>	means Takaful coverage for which the Individual Covered contributes toward the Takaful Contribution
<i>Non-contributory Takaful Coverage</i>	means Takaful coverage for which contribution is solely paid by the Participant .
<i>Deductible</i>	means the amount the Participant or the Individual Covered must contribute towards the cost of each claim or course of treatment.
<i>Dependent</i>	means the spouse of the Individual Covered and/or unmarried children who are dependent upon the Individual Covered for support, provided always that such children are not more than 18 (eighteen) years at the date of enrolment (extended to 24 years old if in full time formal education).
<i>Due Date</i>	means the date of commencement or renewal of cover as shown on the PSS or the date on which any subsequent payment of contribution falls due
<i>Endorsement</i>	Any amendment(s), variation(s) to this Scheme or any of its attached Participant's Specific Schedule are shown as Endorsements and will take precedence over any terms and conditions appearing elsewhere in this PMD .
<i>Events Covered</i>	<i>Hospital Cash Takaful Benefit</i> would be provided in the event of Hospitalization of the Individual Covered by any cause.

Accident & Health Family Takaful Participant Fund (AHFTPF)	means the statutory collective fund under the TPL Health Takaful Waqf Fund into which all Group Health Takaful Contributions for Group Health Takaful Benefits as well as Takaful Supplementary Benefits are pooled.
Home Country	means the country of which the Individual Covered holds a passport. If the Individual Covered holds more than one passport, the Home Country will be taken to mean the country declared on the Application Form or Enrolment Form under the heading "Nationality". When Dependents of an Individual Covered are enrolled in the Scheme , the Home Country of the Dependents will be deemed to be the same Home Country as declared for that Individual Covered in the Application Form or Enrolment Form.
Hospital	means an institution which is legally licensed as a medical or surgical hospital in the country in which it is located.
Individuals Covered	All eligible employees/customers/account holders of covered under this plan.
International Cover	means Group Health Takaful cover provided by this Scheme anywhere else in the world except in the Individual Covered's Home Country . In the event that the Individual Covered suffers a long term disability which is medically certified to be of a duration in excess of 3 months, the Window Takaful Operator reserves the right to ask the Individual Covered to shift the Home Country for treatment, provided that he or she is medically fit for transport and shifting.
Reasonable and Customary Charges	means charges for medical care which shall be considered by the Window Takaful Operator or its medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred 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. The scales of charges agreed from time to time between the Window Takaful Operator and Approved Hospitals and Physicians shall be indicative of such Reasonable and Customary Charges.
Risk Contribution	means the cost of Takaful Benefits based on the risk profile of the Individual Covered which reflects the expected incidence of claims.
Participant	means the Employer of the Individual Covered or, in the case of a non-Account holder/customer/employee Group Scheme accepted by the Window Takaful Operator, the sponsoring organization through which the Scheme is offered, affected or administered.
Participant's Specific Schedule	means the Schedule which states the details specific to the Participant first issued with the PMD and any revision thereof from time to time.
Physician	means a properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which treatment is provided and who in rendering such treatment is practicing within the scope of his or her licensing and training.
Pre-Existing Conditions	means any injury, disease, illness, condition or symptom for which treatment, or medication, or advice, or diagnosis has been sought or received (even if no treatment is provided) or was foreseeable prior to the commencement of the individual coverage for the Individual Covered concerned.
Preferred Provider Network Hospital	means a Hospital approved by the Window Takaful Operator to provide treatment for which a benefit may be payable under the Scheme according to details and claims procedures provided at inception and from time to time thereafter.
Shariah Advisor	means a person appointed by an Operator under rule 25 of Takaful Rules 2012.
Shariah Board	means a Shariah Advisory Board constituted by the Window Takaful Operator.

Takaful Benefits	include the Hospital Cash Assist Takaful as set out in the PSS .
Takaful Contribution	means periodic contributions paid into the Group Health Takaful Participants' Fund .
Usual Country of Residence	means the Country in which the Individual Covered or covered Dependent is usually living at the date of commencement of cover under the Scheme and which is declared on the Application Form. As a condition precedent to liability under the Scheme the Window Takaful Operator must be informed in writing of any permanent change in the Usual Country of Residence which shall be deemed to mean the Individual Covered or covered Dependent living or intending to live in another Country for a period in excess of three consecutive months. The Window Takaful Operator reserves the right to continue cover on terms or conditions it considers appropriate to the new Country of Residence or to decline to continue cover under the Scheme .
You / Your	means the Participant
Window Takaful Operator's Fees	means the fees required to cover expenses of underwriting, administration and general management of the AHFTSF.
We/us/the Window Takaful Operator	means the "TPL Life Insurance - Window Takaful Operations"
Waqf Deed	means the Deed of Waqf Settlement establishing the irrevocable Waqf Fund called TPL Window Takaful Waqf Fund
Waqf Rules	means the Rules made under Waqf Deed related to the AHFTPF. The Waqf Deed and the Waqf Rules shall collectively be called, in this document, as Waqf Rules .

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CLAUSE 1 - INTRODUCTION

The HOSPITAL CASH ASSIST GROUP TAKAFUL PLAN' (the "**Scheme**") is a Membership issued to a Group (the "**Participant**") to provide pre-defined cash benefit(s) against **Events Covered** to the Individuals covered by the **Participant**. Based on an application by the **Participant**, the **Scheme** is underwritten by TPL Life Insurance - Window Takaful Operations (the "**Window Takaful Operator**") and administered in accordance with the rulings of the **Shariah Advisor / Shariah Board**.

CLAUSE 2 - GENERAL

The **Scheme** shall be governed by the Laws of Pakistan. With respect to any date referred to in the **Scheme**, 00:01 hour's standard time in Pakistan shall be deemed to be the effective time.

This document, the Takaful Supplementary Benefit document(s), the Application Form (including the Proposal Form), the **Participant's Specific Schedule (PSS)** and any endorsements and documents that evidence the basis for, and any future changes in, the aforesaid document(s) executed between the **Participant** and the **Window Takaful Operator**, together constitute the "Membership".

The extent of benefit(s) provided under the **Scheme** is determined by reading this **document** together with the most recent **PSS** for Takaful coverage issued to in respect of the **Individual Covered**. It is important to note that any Benefit mentioned in the **Scheme** but which is not shown on the **Certificate** for Takaful coverage is not covered for the **Individual Covered** to whom the Certificate relates. Please examine the **PMD** and the **PSS** carefully to make sure that the required protection has been provided.

Takaful Coverage hereunder is only effective after the **Individual Covered** concerned is eligible for takaful coverage according to such Eligibility Definition as may be specified on the Application Form or agreed in writing between the **Participant** and the **Window Takaful Operator** prior to the inception of the **Scheme**, and becomes and remains covered in accordance with such Eligibility Definition and the terms and Conditions set out in the **PMD** and **PSS** for Takaful Coverage.

All statements made by the **Participant** shall, in the absence of fraud, be deemed as representations and not warranties and no statement shall void the Takaful Coverage, to be used in defense of a claim under it.

The amount of any **Deductible** or Co-Takaful and the items of cover to which they apply are stated on the **PSS**. **Deductible** amounts and **Co-Takaful Contributions** are accumulative for the purposes of this **Scheme**, and the order in which they shall be applied to cover the claims is **Co-Takaful** first and **Deductible** amounts second subject to maximum claim amount.

Words importing the singular number include the plural number and vice versa and words of the masculine gender shall include the feminine unless the context otherwise requires.

The **documents** may be amended at any time during the Membership term, at any contribution payment date, without the prior consent of the **Individuals Covered** upon written request made by the **Participant** and agreed to in writing by the **Window Takaful Operator**.

No person or entity is authorized to modify this Membership, to extend time for payment of contribution, to waive any lapse or forfeiture, to waive any of the **Window Takaful Operator's** right or requirements, to bind the **Window Takaful Operator** by making any promise, by accepting any representation or information not contained in the Application for this **Scheme**.

Only an **Authorized Representative** of the **Window Takaful Operator** has the power on its behalf to issue a receipt for, or extend the time for payment of any contribution. The **Window Takaful Operator** shall not be bound by any promise or representation given by any person other than the **Authorized Representative**.

This **Scheme** or benefits payable under this Membership are not assignable.

CLAUSE 3 - SUMMARY OF COVERED BENEFIT

The **Scheme** will pay up to the Limits and Sub-limits stated in the **PSS** or Endorsement for medical or other covered expenses all as defined and necessitated as a direct result of the **Individual Covered** suffering accident, illness, death or any other covered eventuality.

If compensation is claimed for the simultaneous treatment of separate or unconnected medical conditions, the expenses for treatment of each respective condition shall be regarded as a separate claim for the purpose of the **Scheme**. When compensation is claimed for medical treatment and the **Individual Covered** subsequently claims for a new course of treatment which is unconnected with the former treatment, the subsequent claim will be regarded as a new claim. The **Scheme Deductible**, if any, shall be applied to each separate or new claim in this context.

CLAUSE 4 - LIMITS AND LIABILITY OF WINDOW TAKAFUL OPERATOR

The **Window Takaful Operator's** liability is limited in amount to the Limits and Sub-limits indicated on the **PSS** or Endorsement as applying to each item or type of cover provided. The Overall Maximum Limit stated thereon is the maximum amount recoverable under the **Scheme** as a whole by an **Individual Covered** during any one Period of Takaful Coverage and in total in respect of any one claim or event.

If Benefits are properly claimable after the date of termination or non-renewal of the **Scheme**, the amounts payable shall be calculated as if covered expenses had been incurred wholly during the preceding Period of Takaful Coverage.

CLAUSE 5 - DISCHARGE OF LIABILITY

Benefits are payable either to the **Participant** or to the **Individual Covered** or to the approved **Preferred Provider Network Hospital**, whose official receipt shall be a valid discharge of the **Window Takaful Operator's** liability to pay in respect thereof. Only the usual **Reasonable and Customary Charges** in the geographic area where covered treatment or services are provided will be paid.

Satisfactory Proof of Claim must be submitted in all cases, and the **Window Takaful Operator** may appoint independent administrators to settle claims on its behalf.

CLAUSE 6 - INDIVIDUAL AMOUNT OF COVERAGE

This would be the amount to be paid against **Events Covered** as decided by the **Participant** and accepted by the **Window Takaful Operator** in writing.

CLAUSE 7 - SUMMARY OF BENEFIT AVAILABLE

Please refer to the **PSS** to determine the cover actually provided to the Individual Covered concerned.

I. Hospital Cash Assist Takaful

The Hospital Cash Assist Takaful is to essentially provide the following benefits.

If the Individual Covered, as a result of Injury or commencement of Sickness is necessarily confined as an Inpatient within a Hospital, for at least two (2) consecutive days, under the continuous attendance of a Physician, then the Window Takaful Operator will, upon receipt of and due investigation of the Claim, pay the Daily Benefit for each day of hospitalization. The payment of benefit may continue for a maximum of 365 days. Note that the entitlement to the Benefit Covered is subject to conditions and exclusions given later in the Participant Membership Document (PMD). No benefit is payable in case of confinement of less than two (2) consecutive days.

CLAUSE 8 - WAIVER OF PRE-EXISTING CONDITIONS EXCLUSION

It is hereby agreed and understood that the **Pre-Existing Conditions** Exclusion shall always apply unless waived by the **Window Takaful Operator** in writing on the **PSS** or Individual Certificate or official endorsement thereto.

The **Window Takaful Operator** may agree in writing at the inception or renewal of the **Scheme** to waive the **Pre-Existing Conditions** Exclusion or to amend the terms and Conditions of cover based upon submission at the **Participant's** expense of fresh health declarations or completed medical evidence(s) as the **Window Takaful Operator** may require.

CLAUSE 9 - ELIGIBILITY

The **Scheme** shall cover all the eligible account holder/customer/employees/customers/employees of the **Participant** and accepted by the **Window Takaful Operator** to be covered under the provisions of the **Scheme**.

The **Participant** hereby warrants that all of the **Individual covered** who meet the **Window Takaful Operator's** underwriting criteria for inclusion, as of the Commencement Date, will be included and that other account holder/customer/employee who become eligible for inclusion subsequently will be included from the first day on which they become eligible.

Declaration of good health, satisfactory to the **Window Takaful Operator**, must be submitted in respect of any **Individual Covered** or **Dependent** who:

- a) Applies to be enrolled in the **Scheme** after more than 31 (thirty-one) days have lapsed since the date he or she first became eligible, or
- b) Applies to reinstate takaful coverage after it has lapsed, or
- c) Who is proposed for takaful coverage without being able to satisfy the definition of **Full Time Active Service**.

Individuals whose **Usual Country of Residence** is other than Pakistan are not eligible for takaful coverage.

CLAUSE 10 - TAKAFUL CONTRIBUTIONS

Takaful Contributions under this **Scheme** are payable by the **Participant** at such office or offices of the **Window Takaful Operator** as designated by the Window Takaful Operator in writing to the **Participant** from time to time. Such contributions are due and payable as specified in the **PSS**. The interval of payment may be changed only at any contribution date, with appropriate adjustment, to provide for payment annually, semiannually, quarterly or monthly.

The Contribution for each **Individual Covered** may be based on his corresponding **Age** and sex and/or possibly other factors such as occupation class, group size etc. The rates for each Takaful Benefit are provided in the **PSS**. In addition, the rates would be subject to further adjustment as per the underwriting guidelines of the **Window Takaful Operator**. An adjustment calculation shall be calculated for each Individual Covered whose Takaful coverage commences, terminates, or changes in amount. This contribution shall be based on the period from the date of such adjustment to the next **Due Date**. The total **Takaful Contribution** for each **Participant** would be determined by adding the contributions for all the **Individuals Covered** (including adjustment contribution).

The **Takaful Contributions** would be deposited into a pool called the AHFTPF and comprise of **Window Takaful Operator's Fee** and the **Risk Contribution**.

Risk Contribution: This portion of the Contribution covers the cost of Takaful Benefits under the **Scheme**.

Window Takaful Operator's Fee: The **Window Takaful Operator's fee** would be taken out by the **Window Takaful Operator** from the AHFTPF to cover for its expenses in underwriting, administering and general management of the AHFTPF. The **Window Takaful Operator's fee** would be defined in the **PSS** and can be varied annually.

The rates specified in the **PSS** are guaranteed for the term of the **Scheme** which would be one year unless specified otherwise in the **PSS**, after which these may be changed in line with the actual experience and/or the Individuals' risk profile.

The contribution due under the **Scheme** on each Contribution **Due Date** shall be the sum of the Contributions for Takaful Hospital Cash Benefit(s) attached hereto.

The underwriting cost for medical examinations would not be borne by the AHFTPF. It may either be borne by the **Window Takaful Operator** or by the **Participant**.

CLAUSE 11 - ACCIDENT & HEALTH FAMILY TAKAFUL PARTICIPANT FUND

The AHFTPF belongs to the **Participants** for their mutual help and is managed by the **Window Takaful Operator** as Wakeel under the Islamic Concept of Wakalah.

CLAUSE 12 – SURPLUS IN THE ACCIDENT & HEALTH FAMILY TAKAFUL STATUTORY FUND

The surplus may arise in Waqf after setting aside technical reserves as determined by the appointed actuary. The surplus distribution may be made on pool-basis and may be allocated to participants whose underwriting results have been positive in that period. The Window Takaful Operator distributes the surplus based on Surplus Distribution Mechanism duly approved by Shariah Advisor/Shariah Board and Appointed Actuary. This mechanism describes the procedure and criteria for surplus entitlement.

CLAUSE 13 - WINDOW TAKAFUL OPERATOR'S SHARE IN THE PROFIT ARISING ON INVESTMENT OF FUNDS OF AHFTPF

The **Window Takaful Operator** shall act as Mudarib in order to manage the funds in the best interest of the AHFTPF. For this purpose, the **Window Takaful Operator** shall be entitled to a share of 40% in the investment income.

CLAUSE 14 - COMMENCEMENT, RENEWAL AND TERMINATION

The Cover shall be effective from the Commencement Date as shown on the **PSS**, whichever is later subject to payment by the Participant of the appropriate Contribution, as agreed by the **Window Takaful Operator**.

(i) The **Scheme** may be renewed thereafter by mutual agreement. The **Scheme** may be terminated

with effect from any **Due Date** by either the **Window Takaful Operator** or the **Participant** giving 30 (thirty) days' notice in writing of intention not to renew the takaful coverage. The renewal terms, conditions and contribution required by the **Window Takaful Operator** may be increased or varied at the **Window Takaful Operator's** discretion. Contribution will increase upon entering each higher contribution rating age band and may also be adjusted annually for inflation and loss experience respectively.

(a) Automatic Commencement of Takaful Coverage:

Takaful Coverage shall commence automatically in respect of new eligible **Individual Covered** from the date(s) of their respective eligibility provided:

- (i) Application for enrolment is made within 31 (thirty-one) days thereafter,
- (ii) The person concerned satisfies the Eligibility Definition,
- (iii) The appropriate Contribution is paid or agreed to be paid, and
- (iv) The Scheme is still in force.

(b) Automatic Termination of Takaful Coverage:

Takaful Coverage shall automatically be terminated on the date whichever of the following events occurs first:

- (i) The **Individual Covered's** contract or relationship with the **Participant** terminates, or
- (ii) The **Scheme** or cover hereunder properly terminates, or
- (iii) The **Individual Covered** or **Dependent** ceases to be eligible for takaful coverage, or
- (iv) The Eligibility Definition is changed to exclude the **Individual Covered** or **Dependent** concerned,

The **Window Takaful Operator** reserves the right to immediately terminate this **Scheme**, by giving a written notice, if

- (i) Any part of the contribution remains unpaid for more than thirty (30) days after it has become due and payable, or
- (ii) The **Participant** has misled the **Window Takaful Operator** in any way; or
- (iii) There has been a material breach by the **Participant** of any of the terms of this **Scheme**.

If this Scheme is terminated by the Window Takaful Operator, the Window Takaful Operator will pay as settlement benefit to the participant an amount equal to the Contribution paid less the charged contribution (Tabarru') portion thereof for the period this scheme has been in force as well as the Window Takaful Operator's fee.

If this **Scheme** is terminated by the **Participant**, there shall be no such settlement benefit given to the participant and the remaining **Contribution** will remain within the AHFTPF.

Claims incurred after the date of termination will not be payable.

CLAUSE 15- ADMINISTRATION

The **Participant** undertakes to inform all of its eligible Account holders/customers/employees of all of the terms and conditions of this Policy, including the attached Schedules, issued by the Window Takaful Operator or any notices issued by the Window Takaful Operator relating to the Cover.

The **Participant** hereby undertakes to advise all of its Account holders/customers/employees immediately if this Policy will not be renewed or will be or is terminated for whatever reason.

The **Participant** hereby undertakes to indemnify the Window Takaful Operator against any and all costs, losses and expenses incurred with respect to that part of any Claim by an Account holder/customer/employee that is not covered by this Policy, be it on account of a Deductible or Co-takaful payable by the Account holder/customer/employee, or due to the Policy limit being exhausted, or due to the application of a Policy exclusion or due to any other reason.

The **Participant** hereby undertakes to indemnify the Window Takaful Operator from and against any and all costs, losses and expenses incurred by the Window Takaful Operator as a consequence of any failure by the Participant to discharge its responsibilities under this Policy.

The **Participant** shall designate a person as a scheme administrator to administer this Policy in accordance with its terms and any guidance issued by the Window Takaful Operator, from time to time, and shall notify the Window Takaful Operator, in writing, of any change in such designated person.

Where agreed the **Participant** shall designate verifying officers/contact person, to verify in writing that all Claims for benefits are for the Account holder/customer/employee covered by this Policy. The **Participant** shall notify the Window Takaful Operator in writing of any change in the designated Verifying Officers/Contact Person.

The **Participant** shall advise the Window Takaful Operator immediately if it goes into liquidation or is in the process of being dissolved (except in respect of a merger, acquisition or consolidation, where the resulting entity assumes all of the obligations of the Participant under this Policy) or if an administrator or receiver or an administrative receiver is appointed in respect of all or any part of the business or assets of the Participant.

Change of risk

Standard contribution rate changes will take effect at the end of each Policy Year. Window Takaful Operator reserves the right to apply plan and contribution changes during the Policy Year when the following have occurred:

- Addition or removal of an account holder/customer/employee/dependent.
- Correction of an error that produces a change in the contribution billed e.g. correction in date of birth.
- Any other material changes in the information or membership given as part of the application for cover under this Policy this excludes underwriting information
- If accumulated endorsements lives of the current policy exceed 20% of the initial policy lives then Window Takaful Operator reserves the right to re-price the policy and will forward contribution difference invoice to **Participant**.

Additions

The **Participant** is required to seek from Window Takaful Operator, inclusion of new life covered such as its new account holder/customer/employee.

The endorsement for addition will follow the following terms and conditions;

- If an account holder/customer/employee is being added the date of joining (DOJ) will have to be confirmed by the Participant. CNIC number is required. The Date of Addition (DOA) will be DOJ.
- If a spouse is being added without corresponding addition of account holder/customer/employee, marriage certificate and CNIC number will be required. DOA will be the date of marriage.
If a spouse is being added with corresponding addition of account holder/customer/employee, then only CNIC number is required. DOA will be DOJ of account holder/customer/employee.
- If a parent is being added without corresponding addition of account holder/customer/employee, addition will not be allowed.
If a parent is being added with corresponding addition of account holder/customer/employee, then only CNIC number is required. DOA will be DOJ of account holder/customer/employee.
- If a child is being added without corresponding addition of account holder/customer/employee, birth certificate will be required. DOA will be the child's date of birth.
If a child is being added with corresponding addition of account holder/customer/employee, then no evidence is required. DOA will be DOJ of account holder/customer/employee.
- Window Takaful Operator reserves the right to ask any new addition to the policy to complete a Health Questionnaire Form. A medical loading might be applied to lives being added. This is at the discretion of Window Takaful Operator.
- Window Takaful Operator reserves the right to decline any new addition to the policy.
- Notwithstanding the above, Window Takaful Operator reserves the right to make the DOA of the addition as late as the Date of request of the addition.
- Notwithstanding the above, Window Takaful Operator reserves the right to ask for any documentation or proof required to establish the eligibility of the individual that has been proposed to be added. This may happen even after the addition has taken place.
- Window Takaful Operator reserves the right to add a waiting period of up to two weeks for any new addition to the group.
- Once an addition has taken place, Window Takaful Operator reserves the right to decline any claim of the new addition pertaining to the following period
 - 1) From Date of Addition to two weeks after the Date of request.

- The prevailing underwriting terms of this Policy shall be applicable in respect of such additions unless otherwise stated by Window Takaful Operator in the endorsement document.

The contribution for any approved addition shall be calculated on a pro-rata basis for all benefits. Additional Contribution will become immediately payable to the Window Takaful Operator.

Deletions

The termination of the coverage of an individual covered under this Policy will be:

- If he ceases to be an account holder/customer/employee(including his dependent) of the Participant,
 - When he reaches the maximum age as defined in the PSS,
 - If a Dependent ceases to be eligible as a Dependent of an account holder/customer/employee,
- Written request from the Participant for any deletion with the relevant wellness card is a prerequisite for deletion validation, by the Window Takaful Operator.
 - Date of Deletion cannot be more than 15 days prior to the Date of Request.
 - Any claim during this 15 days period will not be payable. Furthermore, if the claim has already been paid then participant will be liable to pay the claim as recovery.
 - The Participant shall be the sole and fully liable for any expenses incurred by any health services Provider and/or the Window Takaful Operator in respect of the terminated account holder/customer/employee (including his dependent) on and after the Deletion Date.
 - The contribution refund relating to any approved deletion shall be calculated on a pro-rata basis for the remaining policy period. However, reduction in contribution due to deletions of covered members will be adjusted against the payable amount under the policy. Refund contribution (if any) under the policy will only be refunded once the policy has completed its term. No refund will be admissible if the deleted life covered has registered any claim.

Change in Takaful Benefit

If the benefit structure or underwriting terms of any individual in the group is changed, Window Takaful Operator reserves the right to do the following

- Decline the request
- Change the contribution that was decided at policy inception
- Change underwriting terms
- Ask for a Health Questionnaire Form
- The period of Takaful including the change will be determined at the discretion of Window Takaful Operator

Note that "Change in Takaful Benefit" includes situations where the plan is being changed/removed.

CLAUSE 16 - CONTINUITY OF TAKAFUL BENEFIT AFTER TERMINATION

In the event of termination or non-renewal of the **Scheme** or termination of takaful coverage hereunder in respect of any **Individual Covered** or **Dependents**, Takaful benefits covered in respect of such persons shall continue to be payable for up to a maximum period of 30 (thirty) days in respect only of any claim which has been reported to and accepted by the **Window Takaful Operator** prior to such termination or non-renewal, subject to availability of individual concerned, and provided that the **Individual Covered** is not residing or seeking covered treatment outside Pakistan. In the event that an **Individual Covered** becomes resident or seeks covered treatment outside Pakistan no such continuity of covered Benefits shall apply.

CLAUSE 17 - TERMINATION UPON RETURN TO HOME COUNTRY BY FOREIGN NATIONALS

In respect only of **Individual Covered** who are citizens of countries other than Pakistan and who return to their **Home Country**, takaful coverage under the **Scheme** shall terminate automatically from the date of their return to the **Home Country** unless the **Window Takaful Operator** shall agree to the contrary in writing and such additional contribution as may be required by the **Window Takaful Operator** has been paid. The **Participant** or the **Individual Covered** must notify the **Window Takaful Operator** of such return or intention to return within 30 days

thereof, and the **Window Takaful Operator** will cancel the cover and refund the unearned contribution from the date of return up to the next **Due Date**.

This Termination condition shall not apply in respect of short period business or holiday travel to the **Home Country** (Not exceeding 90 days in the aggregate during any one Period of Takaful Coverage).

CLAUSE 18 - CO-ORDINATION OF BENEFITS

If the **Individual Covered** has any other Takaful/insurance in force or is entitled to indemnity from any other source in respect of the same **Accident**, illness or expense, this **Scheme** will only provide compensation on a proportionate basis. The **Window Takaful Operator** has full rights of subrogation and may undertake proceedings in the **Participant's** or **Individual Covered's** name, but at the **Window Takaful Operator's** expense, to recover for the **Window Takaful Operator's** benefit from the other insurance provider or takaful operator, the amount of any payment made under this **Scheme**.

CLAUSE 19 - NOTIFICATION OF CLAIM

2) Notification / Authorization

If an event occurs where the Takaful benefit covered under this certificate becomes payable, then the following will have to be submitted to the Window Takaful Operator for claim;

- a) Duly filled claim forms (available at www.tpllife.com)
- b) A document from hospital stating the number of days for which hospitalization had taken place
- c) Any other documents as required by the Window Takaful Operator

These documents will be submitted to the following address

12th Floor, Centrepoint, Off Shaheed-e-Millat Expressway,
Adjacent KPT Interchange, Karachi – 74900

The disbursement of the claim to the participant shall take place in one of the following ways

- a) Through interbank fund transfer (IBFT)
- b) Through TELCOs (such as EASYPAISA)

In case of any queries the participant can call 111-000-330

The Participant shall furnish at his own expense all evidence that the Window Takaful Operator may require. The Window Takaful Operator may require the Participant/Life Covered to sign any necessary consent form to allow the Window Takaful Operator to receive the results of any medical examination and/or tests. Failure to provide the necessary consent will result in the immediate cancellation of this Certificate.

The Window Takaful Operator shall have a right and opportunity through its medical representatives to examine the Life Covered whenever and so often as it may reasonably require within the duration of any claim.

If there is any false statement, concealment of facts or fabrication of material facts in the claim documents or otherwise the Window Takaful Operator reserves the right to reject the claim and in such cases no benefit covered under this certificate will be payable.

Conditions:

- 1) The Window Takaful Operator must be intimated about the occurrence of an event where the Benefit covered under this plan becomes payable within 90 days of the event. This intimation can take place through the following channels
 - a) Written intimation to the Window Takaful Operator address stated above.
 - b) E-mail to info@tpllife.com
 - c) By calling 111-000-330

Before any claim is admitted, the Window Takaful Operator will first verify whether or not the claim is payable. The Participant shall furnish at their own expense all evidences that the Window Takaful Operator may require.

- 2) The Window Takaful Operator may require the Participant Covered to provide a written consent to allow the Window Takaful Operator to obtain information and receive the results of any medical examination and / or tests undergone by the Participant Covered. Failure to provide the necessary consent will result in the immediate cancellation of any benefit under this Certificate.
- 3) Benefit term and age

Coverage under this Certificate is valid for the Benefit Term that is stated on the Participant Specific Schedule. The age of the Participant at commencement must be within the age band stated on the Participant Specific Schedule.

4) Proof of Age

The Window Takaful Operator reserves the right to require proof of age of the Participant covered before the Benefit Covered is paid.

5) Waiting period

There is an initial waiting period of 15 Days. There is a waiting period of two months for sickness related hospitalization during which claims arising due to pre-existing sickness will not be payable. There is no waiting period in case of Accidental injuries. Maximum confinement days is 30 and there is a waiting period of 15 days between multiple confinements.

6) No benefit is payable in case of confinement of less than 24 hours.

CLAUSE 20 - PROOF OF CLAIMS

Original documentation and receipts together with a fully completed Claim Form signed by the treating **Physician** must be submitted to the **Window Takaful Operator** within the time limits defined above. Photocopies are not acceptable. If it is appropriate for the **Window Takaful Operator** to decline a claim by virtue of the **Pre-existing Conditions** Exclusion, the **Individual Covered** shall have the right to produce such medical evidence as the **Window Takaful Operator** may reasonably require to enable it to re-consider a claim under the **Scheme**.

The **Window Takaful Operator** shall have the right and opportunity through its medical representatives to examine the **Individual Covered** whenever and so often as it may reasonably require within the duration of any claim.

CLAUSE 21 - INTERNATIONAL TREATMENT

It is understood and agreed that **Individual Covered** shall obtain covered treatment in Pakistan except for the immediate treatment of accidents or acute medical emergencies arising during short period (not exceeding 90 days in the aggregate during any one Period of Takaful Coverage) business or holiday travel outside Pakistan and excluding treatment of non-urgent or chronic conditions or treatment that can reasonably wait until return to Pakistan.

It is hereby agreed and understood that contribution rates under the **Scheme** have been charged on the basis of medical treatment costs prevailing in Pakistan. Treatment outside Pakistan not covered unless agreed in writing by the **Window Takaful Operator** prior to the inception of the **Scheme** and the appropriate additional contribution having been paid by the **Participant**,

Should the **Individual Covered** choose to be treated outside Pakistan and approval taken, then covered treatment costs will be met up to an amount not exceeding the **Reasonable and Customary Charges** for medical treatment of a standard and type usually available and customarily provided for the medical condition concerned in Pakistan.

CLAUSE 22 - IN THE EVENT OF FRAUD

If any Claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the **Participant**, or an **Individual Covered** or a covered **Dependent** or anyone acting on the **Individual Covered's** behalf to obtain a Benefit hereunder, the **Takaful Operator** shall be entitled to any one or all of the following at the **Window Takaful Operator's** discretion:

- a) Refuse to pay any Benefits in relation to the Claim;
- b) To cancel the cover for the **Individual Covered** and his **Dependent** immediately retaining all further Benefits and Contributions;
- c) Refuse to renew the cover for the **Individual Covered** and his **Dependents**; and/or
- d) Recover amount already paid to the **Individual Covered** or **Preferred Provider Network Hospital**, on his behalf.

CLAUSE 23 - GOVERNING LAW

This Scheme shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

CLAUSE 24 - LEGAL PROCEEDING

No action in law or equity shall be brought to recover under the **Scheme** until after the expiration of 90 (ninety) days from the date Proof of Claim has been furnished in accordance with the **Scheme** Conditions. The parties have agreed that the law of Pakistan shall govern and control in the event of any conflict or dispute between the parties with regard to the **Scheme**, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Pakistan for the resolution of any such conflict or dispute.

CLAUSE 25 - ARBITRATION

The **Window Takaful Operator** will consider all Claims fairly and in line with the terms and conditions of this **Scheme**. In case of a dispute in respect of any Claim, the **Window Takaful Operator** and the **Participant** will settle such dispute amicably.

Any difference of medical opinion in connection with the results of any accident, illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset.

CLAUSE 26 - CO-OPERATION

As a condition precedent to the **Window Takaful Operator's** liability the **Participant** and/or the **Individual Covered** or his representatives shall co-operate fully with the **Window Takaful Operator** and its **Authorized Representative** and will fully and faithfully disclose all material facts and matters which the **Participant** and/or the **Individual Covered** knows or ought to know and will upon request execute any document to empower the **Window Takaful Operator** to obtain relevant information, at the **Participant's** or the **Individual Covered's** expense, from any doctor or **Hospital** or other source.

CLAUSE 27 - RECORD AND REPORTS

The **Participant** shall maintain adequate records of the Individuals intended to be covered, which shall include all the essential particulars for the coverage. The **Participant** shall, periodically update the **Window Takaful Operator** of any information, in forms specified by the **Window Takaful Operator**, concerning the Individuals eligible for coverage under this **Scheme** as may reasonably be considered to have a bearing on the Takaful Coverage provided or Contribution charged under this **Scheme**.

All records of the **Participant** which has any bearing whatsoever on the Takaful Coverage shall be open for inspection by the **Window Takaful Operator** at any time

Any typographical/clerical error contained in the records shall not invalidate the Takaful Coverage otherwise validly in force or continue Coverage otherwise validly terminated. If such an error is discovered, an adjustment shall be made in line with the correct treatment of the Membership.

In particular, the **Participant** is required to establish the following details in respect of the Individuals intended to be covered:

- (a) A **Scheme** Commencement Return containing a full list of Individuals to be covered as deemed by the **Participant** at the **Scheme Commencement Date** would be duly submitted to the **Window Takaful Operator** along with the Application for coverage.
- (b) A monthly return within fifteen days after the end of each calendar month containing the following information in respect of each Individual deemed to be covered by the **Participant**
 - i) The details of each Individual whose coverage is deemed to have been terminated as per the conditions of the Membership during that month and the date of such termination.
 - ii) The details of each Individual whose coverage is deemed to have been commenced as per the conditions of the Membership during that month and the date of such commencement.
 - iii) The details of each Individual whose coverage is deemed to have been altered during that month, either increased or decreased and the date of such alteration.

CLAUSE 28 - AGE LIMITS

The minimum and maximum **Ages** are mentioned in the **PSS**. The **Window Takaful Operator** might impose additional medical requirements if the **Age** is outside those limits or might choose not to offer the coverage.

CLAUSE 29 - MIS-STATEMENT OF AGE, SEX OR OCCUPATION

If, due to an error or oversight, the age, sex or occupation of the Individual has been mis-stated to the **Window Takaful Operator**, the **Window Takaful Operator** shall make an equitable adjustment to the **Takaful Contributions** or **Takaful Benefits** in respect of such Individual.

CLAUSE 30 – INDIVIDUALS COVERED

When the coverage is non-contributory, each Individual eligible for coverage shall be covered on the date he becomes eligible

When the coverage is contributory each Individual eligible for coverage who makes written request to the **Participant**, on a form approved by the **Window Takaful Operator**, to partake in the coverage and who agrees to make the required contributions shall, subject to the further provisions of this section, become covered as follows:

- a) If request to participate is made by the Individual on or before the date he becomes eligible, he shall be covered from such date of eligibility.
- b) If request to participate is made by the Individual after he becomes eligible but not after the end of the thirty-one day period immediately following the first day he is both eligible, he shall be covered from the date of request.
- c) If request to participate is made by the Individual after the end of the thirty-one day period immediately following the first day he is both eligible, or is made after previous termination of coverage because of failure to make a required contribution, the Individual must furnish evidence of good health satisfactory to the **Window Takaful Operator** before he may become covered. If the **Window Takaful Operator** determines such evidence to be satisfactory, the Individuals shall be covered from the date communicated by the **Window Takaful Operator**.
- d) Any Individual who must furnish evidence of good health satisfactory to the **Window Takaful Operator** as a condition to becoming covered, and whose service with the **Participant** terminates without such evidence having been given, shall continue to be subject to the same requirement if he is subsequently re-employed.

CLAUSE 31 – PARTICIPATION REQUIREMENT

For **Non-Contributory Takaful Coverage; Individuals Covered** must be at least (a) thirty (30) in number and (b) one hundred percent (100%) of those eligible for coverage unless defined otherwise in the PSS.

For **Contributory Takaful Coverage; Individuals Covered** must be no less than (a) thirty (30) in number and (b) Seventy-five percent (75%) of those eligible for coverage unless defined otherwise in the PSS.

If, at any time, during the currency of the **Scheme**, percentage of **Individuals Covered** falls below 75% of those eligible for coverage, or the number of **Individuals Covered** falls below ten, the applicable Takaful Benefit (s) shall terminate immediately at the discretion of the **Window Takaful Operator**.

CLAUSE 32 - CHANGE IN TAKAFUL COVERAGE

If the Takaful Coverage shown is subject to change due to changes in the Individual classification such as revision in salary/title/designation, the following provisions shall apply:

- a) The Participant shall determine from time to time without discrimination among persons in like circumstances, the classification of each Individual, and such determination shall be final and conclusive.
- b) If a covered Individual's classification or salary changes, the Individual's coverage shall be adjusted automatically in accordance with the revised amount of salary or to conform to the new classification except that any increase in the amount of coverage of the Individual not actively at work on a full-time basis on such date shall not become effective until he returns to active, full-time work, and submits evidence of good health satisfactory to the **Window Takaful Operator**. However, if thirty one days elapse after change of salary or change to a classification for which a larger amount of coverage is provided and the Individual fails to make any required contribution, if applicable, to the new amount of coverage, no increase shall be allowed as a result of such change or any subsequent change unless the Individual furnishes evidence of good health satisfactory to the **Window Takaful Operator**.

CLAUSE 33 - GRACE PERIOD

If, prior to any day on which Contribution is due, the **Participant** has not given written notice to the **Window Takaful Operator** that the **Scheme** is to be discontinued, a grace period of thirty one days will be granted for the payment of Contribution, after the initial Contribution. If any Contribution is not paid before the expiration of the grace period, the **Scheme** will automatically be discontinued retroactively to the last day for which contribution have been paid except that if the **Participant** has given written notice in advance of any earlier date of discontinuance, the **Scheme** will be discontinued as of the earlier date. The **Participant** will be liable to the **Window Takaful Operator** for any unpaid contribution for the time the **Scheme** was in force. No benefits will be paid for claims incurred during the grace period until and unless the contribution for that period has been received by the **Window Takaful Operator**.

The **Takaful Contribution** may be paid in other than annual mode subject to the approval of the **Window Takaful Operator** in writing and no grace period will be allowed for such Contribution

CLAUSE 34 - STATUTORY FUND

For the purpose of section 16 (2) of the Insurance Ordinance, 2000 and rule 2 (xiii) (a) of Takaful Rules 2012 this **Health Takaful Scheme** with related Benefits shall be referable to the AHFTSF.

CLAUSE 35 - EXCLUSIONS

Exclusions for Hospital Cash Takaful Benefit

No benefit will be payable in the event of a Hospitalization caused or extended either directly or indirectly by:

- 1) Intemperance, illegal drug-taking, any crime committed by the life Covered, willful self-inflicted injury while sane or insane or unreasonable failure to seek or follow medical advice, effect of alcohol or any drug, poison, gas or fumes, voluntarily or involuntarily taken.
- 2) Aviation, except as a passenger in a commercially licensed passenger aircraft.
- 3) Any form of war, invasion, hostilities (whether war be declared or undeclared) civil war, rebellion, riots, insurrection, military or usurped power, terrorism or willful participation in acts of violence.
- 4) Participation in sports or pastimes of a hazardous nature including but not limited to parachuting, parascending, potholing, mountaineering and hot air ballooning.
- 5) Congenital anomalies and conditions arising out of or resulting therefrom.
- 6) Pregnancy, childbirth, abortion and any complication thereof.
- 7) General check-ups
- 8) Cosmetic or plastic surgery, except as a result of injury.
- 9) Any mental or nervous disorder or rest cures
- 10) Stay in sanitariums for whatever reason and whatever treatment
- 11) Engaging in any type of racing, except athletics or swimming.
- 12) Infection with the Human Immunodeficiency Virus (HIV) or variants (including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)
- 13) Organ or tissue transplantation when the Participant is a donor
- 14) Sexually transmitted diseases.

CLAUSE 36- CURRENCY

All payments by the **Participant** or the **Window Takaful Operator** will be made in the currency specified on the **PSS**.