

TPL Life Insurance – Window Takaful Operations

Accidental Death Group Family Takaful Participant Membership Document

PART I

Preamble:

In consideration of the application for this Membership by the customer and, in consideration of the payment by the customer of the contribution stated on the “Participant Specific Schedule”, TPL Life Insurance - WTO, hereinafter called the Company, agrees to pay with respect to the customer, in accordance with and subject to the terms and conditions and exclusions of this membership, the benefits described herein, if and when any such customer becomes entitled thereto.

General Conditions

Notwithstanding anything above, cover under this membership shall not commence until the proposed customer has opted for the insurance cover and has accepted the terms and conditions given in this participant membership document.

Furthermore, the customer hereby agrees to indemnify the Company from and against any and all costs, losses and expenses incurred by the Company as a consequence of any failure by the customer to discharge its responsibilities under this Membership.

PART II

1. Definitions

For the purposes of this membership, the terms specified below shall have the meaning set forth:

“Accident” means an unexpected, unforeseen and undesirable event, especially one resulting in bodily injury.

“Accidental Death” means death of the Individual Covered occurring independently and exclusively of all other causes, within ninety (90) days of an Accidental injury.

“Accidental Injury” means injury caused by external, visible and entirely accidental means.

“Benefit Term” This is a period of time that is stated in the Participant Membership Schedule. This period of time commences at the Commencement Date and Time. The Sum cover is only payable during this period of time and only if the membership has not lapsed.

“Bodily Injury” means any accidental physical bodily harm solely and directly caused by external, violent, visible and evident causes but does not include any sickness.

“Commencement Date and Time” means the date and time at which the participant gives confirmation of acceptance of the terms and conditions of this membership and the Company gives its confirmation. This is also the date and time at which takaful coverage commences.

“Company” means TPL LIFE INSURANCE - WTO

“Illness” means sickness as defined below

“Nominee” means the person(s) who stands designated by the Individual Covered to receive the Sum cover under the membership on the death of the Individual Covered.

“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.

“Individuals Covered” All eligible employees/customers/account holders of covered under this plan.

“Pre-existing Conditions” means any injury, illness, condition or symptom:

a. for which treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the Commencement Date and Time of this membership for the Customer/Individual Covered, or

b. which originated or was known by the Customer/Individual Covered to exist prior to the Commencement Date and Time of this membership, whether or not treatment, or medication, or advice or diagnosis was sought or received.

“Sickness” means impairment of normal physiological, pathological or psychological functions

“Sum Cover” is the amount which represents the Sum cover (described below). The amount of Sum Cover is stated in the Participant Membership Schedule.

2. Membership Issuance

This membership will be issued once the participant has opted for Takaful Cover, has paid the Contribution and accepted the terms and conditions of this participant membership document.

3. Cession of coverage

Coverage under this plan will end in one of the following ways

- 1) The Participant has opted out of Insurance Cover.
- 2) The Participant does not pay contribution on the due date and time.
- 3) The benefit term of this membership has ended.

4. Takaful Coverage

a) Accidental Death Takaful

Subject to the terms and conditions (including exclusions) of this participant membership document, the Company will pay an amount equal to the Sum Cover, as specified in the Participant Membership Schedule, in the event of Accidental Death of the Individual Covered occurring during the Benefit Term provided that the membership does not stand terminated or lapsed under any terms and conditions of this Membership on the date and time of Accidental Death of the Individual Covered.

The Accidental Death Sum cover is payable once only upon the acceptance by the Company of the happening of the Accidental Death of the Individual Covered in respect of which a claim is duly made and admitted by the Company, whereupon the Membership shall terminate.

Note that the entitlement to the sum cover is subject to conditions and exclusions given later in the participant membership document.

5. Claim procedures

If an event occurs where the Sum cover under this membership becomes payable, you have an advantage of filing the claim digitally to save yourself a great deal of time and cost in times of distress.

To file a claim through **digital channels**, you can intimate a claim using TPL Life's application, website or WhatsApp service which will require the credentials and membership details of the customer/Individual Covered. You will be required to upload scanned copies of the following:

- a) Official FIR copy
- b) Death membership by hospital and NADRA
- c) Any other documents as required by the company

Although all required documents can be submitted digitally, TPL Life Insurance - WTO reserves the right to ask for original documents for verification purposes or for special cases.

If you wish to file a claim using non-digital channels, the following will have to be submitted to the company for payment of the Sum cover

- a) Duly filled claim forms (available at www.tpllife.com)
- b) Official FIR copy
- c) Death membership by hospital and NADRA
- d) Any other documents as required by the company

These documents will be submitted to the following address

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

Although the disbursement of claim can be made through cheques/payorders, you have an advantage to avail the following digital channels for easy claim transaction:

- a) Through Interbank Fund Transfer
- b) Through Telcos (such as Easypaisa)

In case of any queries please call 111-000-330

If there is any false statement, concealment of facts or fabrication of material facts in the claim documents or otherwise the Company reserves the right to reject the claim and in such cases no sum cover under this membership will be payable.

6. Conditions

- 1) Intimation of a claim must be received by the Company within ninety (90) days of occurrence of the event. The Nominee(s) shall furnish at their own expense all evidences that the Company may require.
- 2) The Company may require the Individual Covered / Nominee(s) to provide a consent to allow the Company to obtain information and receive the results of any medical examination and / or tests undergone by the Individual Covered. Failure to provide the necessary consent will result in the immediate cancellation of any benefit under this membership.
- 3) Coverage under this membership is valid for the Benefit Term that is stated in the Participant Membership Schedule.
- 4) The age of the customer/Individual Covered at commencement must be within the age limit applicable on the membership.
- 5) The Company reserves the right to require proof of age of the Individual Covered before the Sum cover is paid.

PART III

Standard Terms and conditions:

1. Incontestability and duty of disclosure

The membership shall be null and void and no benefit shall be payable in the event of untrue or incorrect statement or in the event of any misrepresentation or non-disclosure in respect of any material information provided by the customer/Individual Covered.

2. Reasonable care

The customer/Individual Covered shall take all reasonable steps to safeguard against accidental loss or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsements of this membership in so far as they relate to anything to be done or complied with by the insured, shall be a condition precedent to any liability of the company to make any payment under this membership.

4. Electronic Transactions

The customer/Individual Covered agrees to adhere to and comply with all such terms and conditions as the company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centres, tele service operation (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the company, for and in respect of the membership or its terms, or the company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the company's terms and conditions for such facilities, as may be prescribed from time to time.

5. Duties of the Participant on occurrence of loss

If the customer/Individual Covered does not comply with the provisions or other obligations cast upon the customer/Individual Covered under this membership, in terms of the other clauses referred to herein

or in terms of the clauses in any of the participant membership documents, all benefits under the membership shall be forfeited, at the option of the company.

6. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement declaration is made or used in support thereof, or if any fraudulent means or devices are used by the customer/Individual Covered or anyone acting on his behalf to obtain any benefit under this membership, or if a claim is made and rejected and no court action or a suit is commenced within twelve months after such rejection or, in case of arbitration or taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this membership shall be forfeited.

7. Cancellation / termination

The company may at any time, cancel this membership, by giving 7 days notice in writing by Registered post/acknowledge due post to the customer/Individual Covered at his last known address in which case the company shall be liable to repay a rateable proportion of the contribution for the unexpired term from the date and time of the cancellation.

8. Cause of Action / Currency for payment

No claim shall be payable under the membership unless the cause of action arises in Pakistan. All claims shall be payable in Pakistan in Pak Rupees only.

9. Membership Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the customer/Individual Covered and the company to be subject to Pakistan Law.

10. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this membership (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute / difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as herein before provided, if the company has disputed or not accepted liability under or in respect of this membership. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this membership that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

11. Payment of liquidated damages on late settlement of claims

According to section 118 of Insurance Ordinance 2000, it is an implied term of every contract of insurance that where payment on a membership issued by an insurer becomes due and the person entitled thereto has complied with all the requirements, including the filing of complete papers, for claiming the payment, the insurer shall, if he fails to make the payment within a period of ninety days from the date on which the payment becomes due or the date on which the claimant complies with the requirements, whichever is later, pay as liquidated damages a sum calculated in the manner as specified in sub-section (2) on the amount so payable unless he proves that such failure was due to circumstances beyond his control.

Explanation: for the purposes of this sub-section, failure or delay by any person in making payment (including without limitation payment under a contract of reinsurance) to an insurer shall not constitute circumstances beyond the control of the insurer.

The liquidated damages shall be payable for the period during which the failure continues and shall be calculated at monthly rests at the rate five per cent higher than the prevailing base rate.

12. Taxation and legislation

If any changes in insurance taxation or legislation come into effect after the Commencement Date and if these changes are applicable to this membership then these changes will be applied to the membership in accordance with the law of the Islamic Republic of Pakistan.

PART IV

1. Exclusions for Accidental Death Takaful Benefit:

No benefit will be payable in an event caused or extended either directly or indirectly by:

- 1) Suicide, attempted suicide, self-destruction or self-inflicted injury, while sane or insane, or any attempt thereat; or
- 2) disease or bodily or mental infirmity, or medical or surgical treatment thereof, or hernia, ptomaine or bacterial infections except pyogenic infections of and through a visible wound accidentally sustained; or
- 3) Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline or charter service; or
- 4) Being under the influence of alcohol, intoxicants or drugs other than in accordance with the directions of a registered medical practitioner; or
- 5) Involvement in any underwater activity; or
- 6) Participation in or training for any dangerous or hazardous sport of competition or riding or driving in any form of race or competition; or
- 7) Any breach of law by the Individual Covered or assault provoked by him; or
- 8) Injury(ies) caused by nuclear fission, nuclear fusion or radioactive contamination; or
- 9) While engaging in or taking part in any naval, military or air force operation; or
- 10) Pregnancy, abortion or childbirth; or
- 11) Nuclear, Chemical or Biological; or
- 12) Any disease or medical condition from which the Individual Covered was suffering or had a past history at the commencement of the cover or his date of entry, if later; or
- 13) War, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), including civil war, mutiny, riot, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, revolution, rebellion, conspiracy, military usurped power, martial law or state of siege, or any acts of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.