

This document may be called **Participant's Membership Document** (hereinafter referred to interchangeably as "scheme or "policy") as defined in the Takaful Rules, 2012.

LIVESTOCK TAKAFUL POLICY

PREAMBLE

This is to acknowledge that the applicant (hereinafter called the 'Participant'), as more fully described in the schedule hereto:

i. Is accepted as a member of the Participants' Takaful Fund (hereinafter called the 'Fund') operated by Alfalah Insurance Company Limited (Window Takaful Operations) (hereinafter called '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 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 the extent as stated hereunder:

CONDITIONS PRECEDENT

i. No payment in respect of any Contribution shall be deemed to be payment to the Operator unless a printed form of receipt for the same, signed by an authorized official of the Operator, 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.

iii. Now this policy of Takaful witnesseth that subject to terms conditions exceptions and limitations contained herein or endorsed hereon the Fund shall indemnify the Participant to the extent and in the manner provided hereinafter.

If the Participant shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the Policy shall become void and all claim hereunder shall be forfeited.

Whereby the Bank is authorized to advertise, offer, market and provide this Takaful to its customers in Pakistan as per agreed terms and conditions contained in the Policy Agreement.

The Operator will manage the pool of Takaful as stated in this policy. Any declaration made or undertaking to pay the contribution by the participant will form the basis of takaful transaction and be part of the policy. This policy is evidence of membership of Participant Takaful Fund. The policy comes into force when the list of customers will be provided to the operator by the bank on monthly basis as per terms, conditions and exceptions of this Takaful policy.

Whereas the participant named in the Schedule hereto has made to the ALFALAH INSURANCE COMPANY LIMITED (Window Takaful Operations) (hereinafter called the Operator) a proposal and declaration which shall be the basis of this policy and be deemed to be incorporated herein for the coverage hereinafter contained and has paid or agreed to pay the contribution stated herein.

THE OPERATOR hereby agrees subject to the terms, provisions, conditions contained herein or endorsed or otherwise expressed

thereon that if animals describing in the schedule and belonging to the participant shall die from disease or incident of any nature caused by fire, lightning, flood, storm, cyclone, earthquake, riots, strike damages, hailstorm, rain & theft (Police FIR is mandatory for theft claim) contracted or occurring during the period of Takaful coverage stated herein or any subsequent period in respect of which the participant shall have paid or agreed to pay and the Fund shall have accepted or agreed to accept the contribution required for the renewal thereof the Fund will pay to the participant, after receipt of proof of death satisfactory to the operator the loss which the participant shall suffer by the death of such animal not exceeding the sum covered in respect thereof as stated in the schedule hereto or its market value at the time of loss whichever is less.

All Claims shall be settled and paid by the Fund without any delay subject to completion of all formalities/documents within 20 working days and no claim amount shall be adjusted against the contribution payable to the Fund.

EXCEPTIONS

PROVIDED ALWAYS that this Policy does not cover (Unless expressly agreed to by the operator in writing) death directly or indirectly due to or arising out of or resulting from:

- 1 Surgical operations other than that required due to accident or disease occurring during the period of the cover and castration.
- 2 Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy without the consent of the Operator in writing.
- 3 Diseases contracted prior to commencement of risk.
- 4 Intentional slaughter of the animal or slaughter of the animal at the order of Government.
- 5 Transport by air and/or sea.
- 6 Transport by land beyond 25 km (s) from the place of stabling.
- 7 Transit by foot beyond 50 km (s) from the place of stabling.
- 8 Rinderpest, Black quarter, Hemorrhagic Septicemia, Anthrax and Foot and Mouth disease. These diseases are covered by the policy if the animal is successfully inoculated and necessary Veterinary Certificates are supplied to the Operator.
- 9 Theft or clandestine sale of the covered animal.
- 10 Partial Disability, of any type whether permanent or temporary.
- 11 Permanent Total Disability, which in case of Milch Cattle result in permanent and total incapacity to conceive or yield milk, which in case of Stud bulls results in permanent and total incapacity for breeding purpose and in case of bullocks and castrated male buffaloes results in permanent and total incapacity for the purpose of use mentioned in the proposal.
- 12 War, Invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion revolution, insurrection, mutiny, tumult military or usurped power or any consequences thereof or attempt thereof.
- 13 The indemnity or compensation provided by this policy shall not apply to nor include any accident, loss, destruction damage or legal liability arising from nuclear weapons materials.
- 14 Consequential loss or legal liability of any kind or description.

CONDITIONS

1. If there shall be any incorrect or untrue statement in the proposal herein referred to, or if the participant shall not state any material fact or circumstance at the time of proposal or afterwards, or at the commencement of the risk hereunder or on any alteration or extension or renewal of this policy, or on the participant making any claim hereunder or if he shall make any false or fraudulent claim, or shall fail in any particular, to observe and perform the terms and conditions hereof, this policy shall be void and all contributions paid hereon shall not be refunded.
2. Every animal must be sound and in perfect health and free from any injury at the time of the proposal for Takaful coverage, or for any renewal, addition or substitution and must also remain sound and be in perfect health and free from any injury at the time of payment of the contribution or balance thereof.
3. The participant shall permit any authorized representatives of the Operator at all time to inspect the animals hereby covered and premises of the participant where the animals are stabled and the participant shall furnish any information which they may require and shall comply with all reasonable regulations and directions from time to time made given by the Operator.
4. The participant shall give immediate notice in writing to the Operator of any illness or lameness of or accident or injury to any animal hereby covered.
5. The participant shall cause every animal covered to have sufficient and proper food, water and shelter, and shall keep secure all fences, wards sheds and stabling and shall at all times and to the best of his knowledge and ability. Use and

- exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of this Condition being that each covered animal shall have the same care and attention as when not covered.
6. In the event of illness or accident the participant shall at his own expense, immediately obtain the services of a qualified Veterinary Officer and cause the animals to be properly treated.
 7. On the death of any animal hereby proof as the death identity and value of the animal as the Operator may require. Participant shall, give immediate notice thereof to the Operator at the office which has issued the policy, and shall give the Operator an opportunity of inspecting the carcass until at least the expiration of twenty four hours after such notice shall have been received by the Operator. The participant shall also within fourteen days furnish to the Operator such information, accompanied by such veterinary certificates and satisfactory proof as the death identity and value of the animal as the Operator may require.
 8. If and when claim under this Policy is made and if there is any other coverage by whosoever effected covering the same animal the Operator shall contribute only its ratable proportion.
 9. If death of the animals hereby covered shall be due to the negligence, carelessness or wrongdoing of any person the participant shall not claim or accept any compensation from such person or persons, but shall at once give to the Operator all necessary information and assistance to enable the Operator to secure such compensation and it shall be absolutely the right of the Operator to sue in the name of the participant and recover compensation from the persons causing the death , and any monies or other compensation which shall be recovered shall belong to the Fund. The Operator will indemnify the participant against all costs and expenses so covered with its written consent.
 10. Both parties shall have the right to terminate this agreement without cause upon service of ninety days prior written notice to the other party. Any such termination shall not affect the rights and obligations of the parties hereto as to transactions, responsibilities, obligations, acts or other action done by either party prior to the effective date of termination.
 11. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration. It is clearly agreed and understood that no difference or dispute shall be preferable to arbitration as herein before provided if the Operator has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/s of the amount of the loss shall be first obtained. It is also hereby expressly agreed and declared if the Operator shall disclaim liability to the participant for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
 12. The due observance and fulfillment of terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the participant, shall be a condition precedent to any liability of the Fund to make any payment under this Policy
 13. Subject to 20% deductible is applicable on each and every loss.

TAKAFUL OPERATOR FEES

The Operator shall deduct Operator's fee as per defined ratio approved by Shariah Advisor out of the Contribution received under this policy. 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 Operators Fund and remaining portion shall be remained credited in the Participant Takaful Fund. The rate of Wakala Fees shall be approved by the Shariah 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 available fund in the 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 Shariah Advisor.

TIMING AND TRANSFER OF FUNDS

- 1- All Contributions recognized under General Takaful contracts, net of any Government levy, shall be credited to the Participant Takaful Funds.
- 2- All Contributions into a Participant Takaful Fund shall be deposited in a bank account designated as belonging to the Participant Takaful Fund or be paid across to such an account within seven days of receipt.
- 3- All income received on assets of a Participant Takaful Fund and receipts from Re-Takaful operators relating to the Participant Takaful Fund shall be deposited in bank accounts designated as belonging to the Participant Takaful Fund 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 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 accordance with the approved Surplus Distribution Mechanism and Policy approved by the Shariah Advisor.
- For this purpose the Commission 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 the same should immediately be intimated to the Operator for correction.

Livestock Takaful - Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Our website : www.alfalahinsurance.com
- Email : afi@alfalahinsurance.com
- Telephone : 111-786-234
- Fax : 042 – 35774329 & 30
- Courier : Alfalah Insurance Company Limited, 5 – Saint Mary Park, Gulberg, Lahore

In case you are not satisfied with the decision of the above office, you may approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below:

Ombudsman Offices	
Jurisdiction	Office Address
Federal Insurance Ombudsman	2 nd Floor, Pakistan Red Crescent Society, Annexed Building, Plot No. 197/5, Dr. Duod Pota Road, Karachi. Phone: 021-99207761-62 Website: www.fio.gov.pk
Official Coordinator, Small disputes Resolution committee (Islamabad)	The Management Executive, Insurance Division, 3 rd Floor, NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad. Phone: 051-9207091-4 ext: 439 Email: complaints@secp.gov.pk
Official Coordinator, Small disputes Resolution committee (Karachi)	The Deputy Director, Specialized Companies Division, 5 th Floor, State Life Building No. 2, Wallace Road, Off. I. I. Chundrigar Road, Karachi. Phone: 021-32414204 Email: complaints@secp.gov.pk
Official Coordinator, Small disputes Resolution Committee (Lahore)	The Deputy Registrar of Companies, Company Registration Office – Lahore, Associate House, 3 rd & 4 th Floor, 7 – Edgerton Road, Lahore. Phone: 042-99204962-66 ext: 28 Email: complaints@secp.gov.pk