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

MEDICAL 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.

The Participant, named in the Schedule of Policy/Table of Benefits attached has made a written proposal to ALFALAH INSURANCE COMPANY LIMITED (WINDOW TAKAFUL OPERATIONS) (hereinafter referred to as "the Operators") which together with other statements made in writing by the Participant for the purpose of this Policy is deemed to be incorporated herein.

Now the Policy of Takaful witness that subject to the Participant having paid to the Fund the Contribution mentioned in the Table of Benefits and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Fund will indemnify the Participant in the manner and to the extent hereinafter provided.

Section A: Benefits/Cover

This Policy covers all expenses reasonably, customary and necessarily incurred by the Participant during the period of coverage for the sole purpose of treating and curing a medical condition or injury as defined in the Policy and subject to the terms, exclusions, provisions and conditions of this Policy, Table of Benefits, Takaful Schedule, the Operator agreement as well as any other legal requirement that determines the extent of your cover.

Section B: Definitions

Accommodation Charges:

Charges made by a hospital for Inpatient or Day-Care treatment including charges for beds, routine nursing and care services, housekeeping, room and meal charges.
Any costs towards sundry expenses such as meals, telephone calls, newspapers etc. will not be covered.

Accident:

Accident is an injury which is the result of an unexpected event independent of the will of the Participant and which arises from a cause outside the individual's control; the cause and symptoms must be medically and objectively definable, allow for a diagnosis and require therapy.

Ancillary Charges:

Fees for particular medical services provided by a Hospital including operating theatre charges, special nursing, surgical appliances used during surgery.

Benefits:

The amount that may be payable in respect of any claim subject to the limits as specified in the Table of Benefits

Bodily Injury:

An identifiable physical injury caused by an accident, which occurred during the period of coverage.

Cancellation Date:

12.00 Midnight PAKISTAN STANDARD TIME on the day, month and year on which this Takaful Policy has been cancelled as a result of the Participant's written notice and/or as a result of the no fulfillment of the Participant's obligations as set forth in the General Conditions of this Policy;

Chronic Condition:

Is defined as a sickness, illness disease or injury which has one or more of the following characteristics:

- Is recurrent in nature
- Is without a known, generally recognized cure.
- Is not generally deemed to respond well to treatment.
- Requires palliative treatment.
- Requires prolonged supervision or monitoring.
- Leads to permanent disability.

Complementary Medicine:

Refers to therapeutic and diagnostic treatment that exists outside the institutions where conventional medicine is taught. Such medicine includes chiropractic treatment, osteopathy, Chinese herbal medicine, homeopathy, ayurveda and acupuncture as practiced by approved therapists.

Congenital Anomaly:

A condition existing at or from birth which constitutes a significant deviation from the common form or normal and for the purposes of this Policy will include visible and latent structural deviations as well as chromosomal abnormalities.

Cosmetic Surgery:

Any operative procedure, or portion of a procedure, performed to improve physical appearance and/or treat a mental condition through change in bodily form.

Country of Residence:

The country where the Participant lives for the greater part of the Policy Period

Co-Takaful:

It is the percentage of costs the Participant must pay.

Day-Care Treatment:

Sometimes called Same Day Surgery, Medical Treatment or Diagnostic Tests including but not restricted to Oncology (chemotherapy) and cardiology related to any non -excluded condition, not requiring an overnight stay at a Hospital, but nevertheless, necessitating specialized medical attention and care in a Hospital, before, during and after the Treatment.

Declared Condition:

Any Pre-Existing Condition that was declared by the Policy Holder in an Application Form.

Deductible:

The first amount out of a Claim which has to be borne by the covered Person before the relevant benefits are payable under the Policy. In the event that the total cost of treatment is lower than the Deductible amount the Participant will be liable to pay all the expenses incurred.

Deletion Date:

00.01 a.m. PAKISTAN STANDARD TIME on the day, month and year when the Participant's coverage is terminated as the result of his/her deletion at the request of the Policy Holder, and/or in case his/her status as Employee or Legal Dependent no longer holds, or upon the cancellation of this Takaful Policy.

Dependent:

a. The legal spouse of the Participant, other than a legally separated spouse.
b. The Participant's unmarried child or step-child or legally adopted child, dependent upon the Participant for support and registered as a dependent in the Participant's records:

I. Whose age ranges between one day and eighteen years, living in the Participant's household and having the same permanent residence as the Participant or absent there from only to attend an educational institution, or
II. Who is over the age of eighteen years and has not attained the age of twenty-four years, if attending full time a College or University.

Designated Providers:

Hospitals or Medical Centre specified in the Operator's applicable Network of Healthcare Providers with whom the Operators have contracted to enable the Participant to receive treatment in accordance with the policy.

Diagnostic Procedures:

Tests for diagnosing medical conditions including pathology, laboratory tests, X -rays, ECGs,
Medical Scanning, Imaging Techniques and interpretation of results by a specialist.

Effective Date:

00:01 a.m. PAKISTAN STANDARD TIME on the day, month and year this Policy commences.

Eligible Claim:

Eligible expenses net of specific Deductibles/Excess and/or Co-Takaful, and/or aggregate deductible/excess and/or any other such deductions, within the limits of liability of the Operators as defined in the Table of Benefits.

Eligible Expenses

The actual expenses incurred by an Participant, which are reasonable and customary for necessary medical care and services, administered by or ordered by a physician licensed to practice medicine.

Emergency

A medical condition that without immediate attention could reasonably be expected to result in placing the health of the Participant (or in case Maternity Benefit is covered under the Policy the health of the mother and/or unborn child) in serious jeopardy or,
Serious impairment to bodily functions or,
Serious dysfunction of a bodily organ or part thereof or, The Participant is suffering severe pain.
Only medical treatment through a physician, medical practitioner or specialist and hospitalization that commences within 24 hours of the emergency event, will be covered.

Emergency Dental Treatment:

Dental treatment, which is required within 24 hours following accidental damage to sound natural teeth received in a dental surgery/hospital emergency room for the immediate relief of Dental pain, and any treatment necessary to preserve the dental structure for future permanent restoration. This does not include any form of dental prosthesis and root canal treatment.

Emergency Evacuation:

Evacuation costs of an Covered Person in the event of Treatment not being readily available at the place of the incident to the nearest appropriate medical facility within Area of Cover, for the purpose of admission to Hospital as an In-Patient. Evacuation is subject to written agreement from
Operators prior to travel and certified instructions from the attending Medical Practitioner or
Specialist including confirmation that the required Treatment is unavailable in the place of incident.
Operators Medical Advisers will decide the most appropriate method of transportation for the
Evacuation and the most appropriate Hospital to which the Participant will be evacuated. All Airline tickets will be limited to economy class.

Expiry Date:

12.00 midnight PAKISTAN STANDARD TIME on the day, month and year that this policy expires.

General Exclusions

The Exclusions that are acceptable under this Takaful Policy to all Benefits and shown in the General Exclusion List.

Hospital:

"Hospital/Nursing Home" means an establishment in Pakistan for indoor medical care and treatment of patients which: is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, and complies with at least the following criteria:

a. it has at least 10 inpatient beds;
b. it has a fully equipped operating theatre where surgery is performed;
c. it employs qualified nursing staff on a 24 hour basis;
d. maintains daily records of patients.

By the nature of the medical treatment provided is an establishment properly recognized as a Hospital/Nursing Home within the locality and fulfils all the demands ordinarily or customarily of a Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, except incidentally, a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.

Hospital Charges:

Accommodation charges, ancillary charges and/or charges for diagnostic procedures. This does not include charges for visitors' meals, drinks etc. nor charges that the patient incurs that are not medically necessary

Hospitalization/Inpatient Treatment:

Any Hospital Confinement for a minimum of one night of medically necessary treatment/observation of any non-excluded disease or bodily injury necessitating specialized medical attention and care in a hospital before, during and after the treatment/observation and which cannot be performed on an out-of Hospital basis.

Hazardous Activity:

Any Physical activity that exposes the Participant to serious injury occurring during the course of this physical activity.

Illness:

Any kind of sickness or disease, not otherwise excluded, which is sustained during the period of cover and makes it necessary for the Participant to receive treatment from a medical practitioner.

Injury:

Physical damage other than illness, including all related conditions and recurrent symptoms, which are usually caused by an accident.

In-patient Cash Benefit:

This is payable when treatment and accommodation for a medical condition, that would otherwise be covered under the Participant's plan is provided in a hospital where no charges are billed. Cover is limited to the amount specified in the Table of Benefits and is payable upon discharge from the hospital.

Participant:

The individual entering into the contract of Takaful and any eligible dependents.

Operator:

The Takaful Operator duly registered and licensed to operate in the country of issuance of this Takaful Policy.

Maternity:

Hospital confinement for Normal or Caesarean Delivery, medically necessary abortion or miscarriage and/or any complications arising there from, ante-natal and post-natal treatment as medically necessary.

Medical Condition:

Any disease, illness or injury not otherwise excluded by the Policy consisting of;

Acute Conditions

A medical condition which responds effectively to treatment or spontaneously remits Chronic Conditions (refer Definition)

Emergency Condition (refer Definition)

Medically Necessary:

Appropriate and consistent with the diagnosis of the medical condition and which, in accordance with generally accepted medical standards could not have been omitted without adversely affecting Participant's health.

Medical Practitioner:

A person who holds the primary degrees in the practice of medicine or surgery and is licensed to practice medicine by the relevant licensing authority where the treatment is given.

New Born Care:

This includes customary examinations required to assess, the integrity and basic function of the child's organs and skeletal structures; these essential examinations are carried out immediately following birth. Further preventive diagnostic procedures, such as routine swabs, blood typing and hearing tests are not covered. Any necessary follow up investigations and treatment are covered under the newborn's own policy.

Nurse:

Any registered nurse of the country in which the treatment is provided.

Nursing at Home:

Medical services of a nurse in the Participant's home in the country of residence when prescribed by a medical practitioner and relate directly to a medical condition for which the Participant has received In Patient treatment.

Oncology:

Refers to specialist's fees, diagnostic tests, radiotherapy, chemotherapy and hospital charges incurred in relation to the planning and carrying out of treatment for cancer, from the point of diagnosis.

Orthodontics:
It is the use of devices to correct malocclusion and restore the teeth to proper alignment and function.

Out-Patient Treatment:
Treatment, including Diagnostic Procedures, received at a Hospital or other recognized healthcare facility or at a Medical Practitioner's consulting rooms, where the Participant is not admitted to a hospital bed as an In-Patient or as a Day-Care patient.

Palliative Treatment:
Any medical procedure aimed primarily at providing temporary relief of symptoms instead of seeking to cure the medical condition.

Periodontics:
Refers to dental treatment related to gum disease.

Physiotherapist:
A qualified and registered practitioner of physiotherapy.

Plan:
The combination of Benefits offered by the Operator and selected by the Participant on the application form.

Policy Schedule:
Document in which all Covered Member and the Operator Information are specified together with the specific conditions of this Takaful Policy. It is a document outlining the details of your cover and is issued by the Operator. It confirms that a Contract Relationship exists between the Participant and the Operator.

Pre-Authorization:
Prior written approval obtained from the Operators prior to certain procedures and/or treatment as specified in "Section D: General Conditions and Provisions" of this Policy;

Pre-Existing Condition:
Any health condition known/unknown to the Covered member and/or to the Participant which exhibited symptoms or was a consequence of injury or illness for which Medical, Surgical and/or Pharmaceutical treatment, medical diagnosis or advice was provided prior to the Covered Member's Enrolment Date.

Prescription Drugs:
This refers to products prescribed by a medical practitioner for the treatment of a confirmed diagnosis or medical condition or to compensate vital body substances. The prescribed drugs must be clinically proven to be effective, and recognized by the pharmaceutical regulator in a given country.

Psychiatric Illness:
Any disease or illness normally treated by a Medical Practitioner specialized and with a practice in Psychiatry.

Reasonable and Customary Charges:
Charges or expenses for medical care which, in the opinion of the Operators, confirm with the general level of such charges being made by other healthcare providers of similar standing in the locality where the charge is incurred, when providing like or comparable treatment, services, or supplies to individuals of the same sex and of comparable age and income, for a similar disease or injury.

Recognized Facility:

An Out-Patient clinic, Day-care unit or other Facility which, in the opinion of the Operators, is appropriate for the medical services provided.

Rehabilitation:

Treatment aimed at restoration of a normal form and /or function after an acute illness or injury. The rehabilitation process must start within 30 days after hospitalization for the impairing or disabling benefit.

Related Condition(s):

Any medical condition considered to be either underlying cause of, or directly attributable to another specific condition.

Repatriation of Mortal Remains:

In the event of Death from an eligible medical condition, the cost of embalming and transportation of the body of the Covered Person to his/her Country of Nationality or Country of Residence, provided within Area of Cover.

Specific Exclusion

The exclusions resulting from Underwriting to be applied specifically to a certain Beneficiary.

Specialist:

A qualified and licensed medical physician possessing the necessary additional qualifications and expertise to practice as a recognized specialist of diagnostic techniques, treatment and prevention in a particular field of medicine, including but not limited to neurology, pediatrics, endocrinology, obstetrics, gynecology and dermatology.

Treatment:

Any medically necessary surgical or medical procedure carried out by or medication prescribed by a medical practitioner with the sole intention to cure a medical condition, including diagnostic procedures, consultations and investigations needed to establish a diagnosis, In -Patient Treatment/Hospitalization, Day Care treatment and Out-Patient Treatment.

Visit:

Each separate occasion that the Participant meets with a medical practitioner and receives a consultation and/or treatment for a medical condition.

Waiting Period:

The period of time during which an exclusion is in force under a specific benefit covered under this policy.

Waiver Date:

The date of termination of the waiting period after which exclusion is deleted.

MATERNITY BENEFITS ENDORSEMENT

(Valid if incorporated in the policy)

It is declared and agreed that if a Covered person, as a result of pregnancy, incurs hospital expenses which results in childbirth or miscarriage, the Fund shall pay for such expenses up to the maximum amount set forth in the Schedule, subject to the following provisions.

1. This benefit is in lieu of all other benefits under this policy and is applicable to expenses incurred for:

    a) Hospital charges including general nursing care and nursery care for the baby, while the mother is confined in the hospital.
    b) Charges made by a physician or licensed midwife for delivery.
    c) Charges made by a licensed mid-wife up to Rs.5,000/-, if delivery takes place at home, and

2. This benefit is payable once for any one pregnancy, including any and all complications in connection with any one pregnancy i.e. all directly or indirectly maternity related costs incurred before and after a legal abortion and/or miscarriage and/or delivery of a baby and/or any other maternity related procedures/complications, subject to the maximum annual maternity benefits limit of an Covered person.

3. Maternity benefits are available for the dependent wives of Covered persons and for married female employees.

4. Only those maternity expenses are covered which are incurred during the period beginning from the effective date of coverage of the covered person and ending on the dated of termination of the covered person's cover.

5. The maximum amounts payable under this extension of policy cover are shown in the policy schedule

OPD BENEFITS ENDORSEMENT

(Valid if incorporated in the policy)

It is declared and agreed that if a Covered person incurs OPD expenses, the Fund shall pay for such expenses up to the maximum amount set forth in the Schedule, subject to the following provisions.

- Consultation Fee paid to a Registered Medical Practitioner (General Practitioner /Specialist).
- Prescribed Medicines by Registered Medical Practitioner (General Practitioner /Specialist). The permanent medicines in use (like for blood pressure, diabetes etc should be reimbursed only on monthly basis and photocopy of prescription may be attached).
- Prescribed Lab and Diagnostics Tests by Registered Medical Practitioner (reports of test should be attached along with the claim).
- Prescribed physiotherapy by Registered Medical Practitioner
- Pre natal and post natal consultations and tests Registered Medical Practitioner
- Dental Treatment (except cosmetics) by Registered Dental Practitioner.
- Optical Treatment (consultation and tests)
- Vaccination for children & adults (only WHO recommended for our country, i.e Polio, DPT, BCG, Measles & Hepatitis B).

Exclusions:

Some (and not all) of the exclusions of OPD benefits are of the following:

- Over the counter medicines (medicines without the prescription).
- All alternative medicines including Homeopathic Treatment & Hikmat.
- Lab and diagnostic tests without the advice of a doctor.
- Consultations for any sickness or condition arising from, and including drug abuse, alcoholism or an Participant's criminal act.
- Supply or fitting of eye glasses, contact lenses, blood pressure apparatus, glucometer, glucometer sticks, nebulizer, hearing aids or any other non-medical items.
- Treatment or investigation of infertility / sterilization, contraception and any complication relating thereto.
- Vaccination charges except for those which are mentioned as above.

Deductible/Co-Takaful:

Every claim will be paid after subtracting the amount of deductible/Co-Takaful as mentioned in the schedule of the policy.

Section C: Exclusions:

This Schedule sets out the non-basic (excluded) healthcare services:

The items procedures and medical conditions listed below and their related or consequential expenses are excluded from the coverage provided under this Policy unless specifically stated to be included in the Table of Benefits or Endorsement(s) to this Policy.

1. Healthcare Services, which are not medically necessary
2. All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
3. Domiciliary care; private nursing care; care for the sake of travelling.
4. Custodial care includes
   (i) Non-medical treatment services; or
   (ii) Health-related services which do not seek to improve or which do not result in a change in the medical condition of the patient.
5. Services which do not require continuous administration by specialized medical personnel.
6. Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies).
7. Healthcare Services and associated expenses for replacement of an existing breast implant. Cosmetic operations which improve physical appearance and which are related to an Injury, sickness or congenital anomaly when the primary purpose is to improve physiological functioning of the involved part of the body. Breast reconstruction following a mastectomy for cancer is covered.
8. Surgical and non-surgical treatment for obesity (including morbid obesity), and any other weight control programs, services, or supplies.
9. Medically non-approved experimental, research, investigational healthcare services, treatments, devices and pharmacological regimens.
10. Healthcare Services that are not performed by Authorized Healthcare Service Providers, apart from Healthcare Services rendered in a Medical Emergency.
11. Healthcare services, treatments & associated expenses for alopecia, baldness, hair falling, dandruff or wigs.
12. Supplies, Treatment and services for smoking cessation programs and the treatment of nicotine addiction.
13. Non-medically necessary Amniocentesis
14. Treatment, services and surgeries for sex transformation, sterility and sterilization
15. Treatment and services for contraception
16. Treatment and services related to fertility / sterility (treatment including varicocele /polycystic ovary / ovarian cyst / hormonal disturbances / sexual dysfunction).
17. Prosthetic devices and consumed medical equipments, unless approved by the Operator.
18. Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities
19. Growth hormone therapy.
20. Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
21. Mental Health diseases, in-patient and outpatient treatments, unless the condition is a transient mental disorder or an acute reaction to stress.
22. Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products; non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
23. Preventive services, including vaccinations, immunizations, allergy testing and desensitization; any physical, psychiatric or psychological examinations or testing during these examinations.

24. Services rendered by any medical provider relevant of a patient for example the Covered person and the Participant's family member, including spouse, brother, sister, parent or child;
25. Enteral feedings (via a tube) and other nutritional and electrolyte supplements, unless medically necessary during treatment.
26. Healthcare services for adjustment of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure, by any means, except treatment of fractures and dislocations of the extremities.
27. Healthcare Services and treatments) by acupuncture; acupressure, hypnotism, rolfing, massage therapy, aromatherapy, homeopathic treatments, and all forms of treatment by alternative medicine.
28. All Healthcare services & Treatments for in-vitro fertilization (IVF), embryo transport; ovum and male sperms transport
29. Elective diagnostic services and medical treatment for correction of vision
30. Nasal septum deviation and nasal concha resection (unless especially covered in writing).
31. All chronic conditions requiring haemodialysis or peritoneal dialysis, and related test/treatment or procedure (unless covered).
32. Treatments and services related to viral hepatitis and associated complications (unless covered), except for treatment and services related to Hepatitis A & E.
33. Birth defects, Congenital diseases for newborn &/or Deformities
34. Healthcare services for Senile dementia and alzheimer's disease;
35. Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation services.
36. Circumcision healthcare services.
37. Inpatient treatment received without prior approval from the Operator including cases of Medical Emergency, which were not notified within 24 hours from the date of admission.
38. Any inpatient treatment, tests and other procedures, which can be carried out on outpatient basis without jeopardizing the Covered Person's health.
39. Any test or treatment, for purpose other than medical such as tests related for employment, travel, licensing or insurance purposes.
40. All supplies which are not considered as medical treatments including but not limited to:
    mouthwash, toothpaste, lozenges, antiseptics, milk formulas, food supplements, skin care products, shampoos and multivitamins (unless prescribed as replacement therapy for known vitamin deficiency conditions) and all equipment not primarily intended to improve a medical condition or injury, including but not limited to air conditioners or air purifying systems, arch supports, convenience items / options, exercise equipment and sanitary supplies.
41. More than one consultation or follow up with a medical specialist in a single day unless referred by a physician.
42. Health services and associated expenses for organ and tissue transplants, irrespective of whether the Covered Person is a donor or recipient.
43. Services and educational program for handicaps.

Healthcare Services outside the Scope of Health Policy

1) Injuries or illnesses suffered by the Covered Person as a result of military operations of whatever type.
2) Injuries or illnesses suffered by the Covered Person as a result of wars or acts of terror of whatever type Healthcare services for injuries and accidents arising from nuclear or chemical contamination.
3) Injuries resulting from natural disasters (including but not limited to) earthquakes, tornados and any other type of natural disaster.
4) Injuries resulting from criminal acts or resisting authority by the Covered Person.
5) Healthcare services for patients suffering from AIDS and its complications
6) All cases resulting from the use of alcohol, drugs and hallucinatory substances
7) Any test or treatment not prescribed by a doctor
8) Injuries resulting from attempted suicide or self-inflicted injuries
9) Diagnosis and treatment services for complications of exempted illnesses
10) All healthcare services for internationally and locally recognized epidemics
11) Venereal sexually transmitted diseases

Section D: General Conditions and Provisions

Eligibility:

All eligible dependents of the Participant will be included on the effective date and those that become eligible for inclusion subsequently will be included from the first day on which they become eligible.

I. Unless otherwise specifically agreed in writing.
II. Dependents who are eligible for inclusion will be included from the same date as the Participant or from the date on which the person concerned first satisfied the definition of dependents contained herein. If any dependent is not included within three weeks of the date of first eligibility, the dependent may be included with effect from the beginning of the next following year.

Dependents shall cease to be included on the same date as that on which the relevant eligible Participant ceases to be included.

Contribution:

The Contribution stated in the table of Benefits is due and payable to the Operators on or before the inception date of the Policy. Any agreement to make payment by installment shall not affect any rights the Operators have to such Contribution. The Operators shall have the right to withhold payment of claims or the Participant access to treatment should the Contribution not be paid.

Payment of the Contribution is the responsibility of the Participant. Contributions are payable on the due date(s) shown in the Table of Benefits. If Contributions are not paid the operators have the right to cancel the Policy.

The Participant shall not offset against Contribution due to any amount owed by or claimed from the Operators under this or any other agreement.

Cancellation:

The Operators may terminate the Policy, with immediate effect, should the Participant or their representative(s) act fraudulently or in purposeful breach of the terms and conditions of the Policy. In such cases the Operators will not refund any amount of the Contribution(s).

Recovery:

The Participant is liable for all expenses paid by the Operators, which are:

- in excess of the individual's Benefit Limits,
- for excluded treatments,
- for claims made by individuals who are not eligible for cover,
- for claims made by the Participant during any period when Contributions are in arrears, in respect of fraudulent use of Membership Cards.

Inclusion of Participant's Dependents:

The addition of dependents to the Policy is subject to production of proof of their entitlement. Additional Contribution will be charged for the additions, pro-rata for the un-expired period of the policy.

Deletion of Covered Dependents:

The Participant may at any time delete dependents from the Policy who cease to be eligible. The Fund shall refund a pro-rata amount of the Contribution for un-expired months provided no claim has been paid for the dependents who are deleted. The Participant must return all Membership Cards and other material facilitating treatment. No refund will be payable if Membership Cards are not returned and the amount of refund will be reduced proportionately if the return of cards is delayed and shall allow a return of the refund Contribution calculated on a daily pro-rata basis for the period delayed.

Other Policies or Liability:

The Operators will provide compensation on a proportionate basis if the Participant is entitled to indemnity from any other health policy in respect of the same claim. Also, compensation will be provided in respect of any such indemnity that is covered by social coverage, a current Workmen's Compensation cover, Motor cover, Personal Accident cover or similar policy, will be paid in excess of the amounts payable under such policies.

The Participant must inform the Operators if treatment is covered fully or partly by a third party and provide the details required to enable the Operators to recover any amounts. In the event that the Participant withholds such information, the Operators are entitled to recover any such amounts paid from the Participant and cancel the Participant's eligibility;

Subrogation:

The Operators have full rights of subrogation and may take proceedings in the Participant's name, but at Operator's expense, to recover for the PTF's benefit the amount of any payment made under the Policy.

Fraud:

If any claim under this policy is in any way fraudulent due to willful act or with the assistance of the Participant, the benefit provided by the Policy in respect of any such claim shall be forfeited and the Policy will be deemed cancelled.

Legal Proceedings:

The Participant shall not bring legal action to recover any amount under the Policy prior to the expiration of sixty days after proof of claim has been provided. Nor shall any such action be brought at all unless commenced within two years from the date of claim.

Legal Jurisdiction:

This Policy is governed by and constructed with the laws of PAKISTAN.

Severability:

In the event that the whole or any part of the terms, conditions or provisions contained in this Policy shall be determined to be invalid, unlawful or unenforceable to any extent, then this shall continue to be valid as to its other provisions and the reminder of the affected provisions.

Variation of Policy:

The Operators reserve the right to cancel or vary the terms of the Policy at any time notwithstanding any other provision of this Policy if the Participant has:

- Not acted in good faith or has misled the Operators by withholding any facts material to this Policy.
- Ceased to physically reside in the country of residence for more than 180 consecutive days under any Policy year.
- Breached the terms of the Policy.
- Not paid the Contribution due.

No provision of this Policy shall be amended except in writing and signed by duly authorized representative of the Operators.

Claims:

At Designated Providers

The Operators have an agreement that allows for direct submission of the claims by designated providers. The Participant should use this facility and not submit reimbursement claims.

Should an Participant pay for treatment at a provider listed in the Operator's network of Designated Providers, the Operators will reimburse only the charges agreed between the Operators and the Provider for such treatment.

At Non-Designated Providers

Written proof of each claim must be submitted to the Operators within 30 days of treatment as the criteria set by the Operator. Original documentation, supporting invoices and receipts must be submitted with a fully completed Operator's Claim Form, duly signed by the treating medical practitioner. Photocopies will not be accepted.

These claims are paid directly to the Participant. The amount paid will be according to the rates/charges of the Operator's nearest Panel Hospital/ Hospital of the same standard (whatever is advised by the Operator)in the same city to establish a benchmark.

Non-emergency claims incurred outside the area of cover will not be reimbursed.

Emergency Claims incurred Outside the Area of Cover (if a covered benefit under the plan and listed in the Table of Benefits) will be reimbursed at actual costs incurred after application of the deductible and will be subject to the Operator's Network of Medical Providers in P!KIST!N;

Pre-authorization:

The Operator's written approval must be obtained for:

- Specialist treatment,
- Any computerized tomography including magnetic resonance imaging (MRI) and CT Scans.
- Endoscopies,
- Any Out Patient surgical procedures,
- Dental treatment (if included in the Table of Benefits),
- Maternity treatment (if included in the Table of Benefits)
- Physiotherapy
- In Patient & Day Care treatment,
- Any treatment in respect of pre-existing conditions and/or chronic conditions unless specially covered
- Home Nursing,
- Second or subsequent opinion,

Prior to the procedures, or treatment, taking place, the Operator shall authorize such treatment as falls within the scope of the Policy. Arrangements have been made with the designated providers to facilitate pre-authorization but where treatment is sought outside the designated providers network, it is incumbent on the Participant to obtain pre-authorization and to follow required procedures so as to ensure that the claim is reimbursed in accordance with the Policy.

Arbitration:

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

Currency:

Benefits and payments are payable in the currency of the country of residence. Claims for benefit submitted in other currencies will be converted to that currency at the exchange rate prevailing at the time of settlement of the claim or at a rate agreed by the Operators and the Participant at the commencement of the Policy period.

Medical Examination:

The Operators may at their own expense request a medical examination of any Participant whenever and as often as reasonably necessary. All information will be treated as strictly confidential and the Operators will be responsible for any charges.

Waiver:

No failure or delay in exercising any right, power or remedy under this Policy and no course of dealing shall operate as a waiver. No signs or partial exercise of any such right, power or remedy shall preclude any future or other exercise of that or any other right, power or remedy.

Change of Law:

If, following an amendment to the PAKISTAN law after the Effective date of this Policy, a conflict arises with the conditions to this Policy, the Operators may at their option renegotiate the conditions of this policy from the date such amendment to the law becomes effective.

Taxes and Duties:

All taxes, stamp duties, levy or charges on this Policy shall be borne solely by the Participant.

THE AGREEMENT

One signed copy of this policy must be returned to the office of the Operator within 30 days of the commencement date of the plan. If the Company fails to return a signed agreement within the times stipulated the terms and conditions of this agreement shall have full force as if the Operator had signed and returned the same.

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.

Signed for and on behalf of The Operator   Date ____________________

Signed for and on behalf of The Operator   Date____________________
ALFALAH INSURANCE COMPANY LTD.
(Window Takaful Operations)