



## PARTICIPANT TAKAFUL FUND POLICIES ( WAQF Policies )

1. **SHORT TITLE** - These shall be called Participant Takaful Fund Policies
2. **DEFINITIONS**- Following are the definitions of the terminologies used in various clauses of the PTF Policies.
  - 2.1 Accounting Year means financial year of the Operator.
  - 2.2 Board of Directors means board of directors of Reliance Insurance Company Limited.
  - 2.3 Commission means the Securities and Exchange Commission of Pakistan (SECP).
  - 2.4 Contribution means the amount payable by a Participant to an Operator under a Takaful Contract
  - 2.5 Companies Ordinance means the Companies Ordinance, 1984
  - 2.6 Deficit means the shortfall in the PTF, that is where the admissible assets are not sufficient to cover its all liabilities.
  - 2.7 Ordinance means the Insurance Ordinance 2000.
  - 2.8 Operator means a Window Takaful Operator authorized under Takaful Rules, 2012 here in this case Reliance Insurance Company Limited (Window Takaful Operations) working in its capacity as a Wakeel thereby operating the PTF.
  - 2.9 Participant means a person who participates in a Takaful scheme and to whom a Takaful Contract is issued
  - 2.10 Participant Membership Documents (PMD) means the documents detailing the benefits and obligations of the Participant under a Takaful Contract.



- 2.11 Participant Takaful Fund (PTF) means a separate fund set up into which the participant's risk related contributions are paid and from which risk related benefits are paid out here in this case it is Reliance Insurance Company Limited (Window Takaful Operations) - Participant Takaful Fund established under the PTF / Waqf Deed.
- 2.12 Qard-e-Hasna means an interest-free loan to the PTF from the Operator's Fund, when the PTF is in deficit and insufficient to meet their all liabilities.
- 2.13 Re-Takaful means arrangement for re-Takaful of liabilities in respect of risks accepted by the Operator in the course of carrying on Takaful business and includes ceding risks from Participant Takaful Funds to Re-Takaful Operator(s).
- 2.14 Settlor means Reliance Insurance Company Limited (Window Takaful Operations) in its capacity as Settlor and / or Waqif of Waqf money through initial ceding. The term Settlor or Operator may be used interchangeably.
- 2.15 Shariah Advisor means Shariah Advisor of the Operator or a committee or Board comprising more than one Shariah Advisors working in such capacity appointed by the Reliance Insurance Company Limited (Window Takaful Operations) under Rule 26 of the Takaful Rules, 2012 as approved by the SECP.
- 2.16 Window Takaful Operator's Fund means a Fund setup by a Window Takaful Operator which shall undertake all transactions which the Operator undertakes other than those which pertains to Participants Takaful Fund setup for the Window Takaful Operations.
- 2.17 Supplementary Deeds means any Supplementary Deed of the PTF/Waqf Deed created under clause 8.4 of this Deed.
- 2.18 Takaful Rules means Takaful Rules, 2012, issued by SECP (or any successor for the time being in force).
- 2.19 Waqf Fund see Participant Takaful Fund.
- 2.20 Waqif see Settlor.

Unless the context otherwise requires, words or expressions contained in this Policies shall have the same meaning as in the Companies Ordinance, 1984, Insurance Ordinance, 2000 and Takaful Rules; and words importing the singular shall include the plural, and vice versa, and

words importing the masculine gender shall include feminine, and words importing persons shall include corporate entities.

### 3. RISK COVERED AND BENEFITS PAYABLE BY PTF

3.1 The PTF shall cover the risk pertaining to and permitted by the SECP to General Takaful Business of the Company under the Insurance Ordinance, 2000 and Takaful Rules, 2012.

3.2 The type of risk covered shall be approved by the Shariah Advisor of the Company.

3.3 The types of risk covered through the product that would be offered to the Participant shall be among the following classes as defined under section 4 of the Insurance Ordinance, 2000.

- (a) For direct and facultative re-takaful business;
  - (i) Class 1 being fire and property damage business;
  - (ii) Class 2 being marine, aviation and transport business;
  - (iii) Class 3 being motor third party compulsory business;
  - (iv) Class 4 being liability business;
  - (v) Class 5 being workers' compensation business;
  - (vi) Class 6 being credit and suretyship business;
  - (vii) Class 7 being accident and health business;
  - (viii) Class 8 being agriculture insurance including crop insurance; and
  - (ix) Class 9 being miscellaneous business;
  
- (b) For treaty re-takaful business:
  - (i) Class 10 being proportional treaty business; and
  - (ii) Class 11 being non-proportional treaty business.

3.4 The list of events and Benefit to be payable to the participant shall be covered in detail in the respective type of PMDs according to the nature of the Risk under allowed classes.

3.5 The event upon which amount would be payable shall be according to the terms and condition to be defined in the relevant PMDs including the exclusion of the event, if any.

3.6 The amount payable shall be strictly determined under the laws, term and conditions agreed with Participants and according to the Shariah principles.

### 4. OPERATOR'S OBLIGATIONS

4.1 There shall be paid into the PTF all receipts of the Operator properly attributable to the business to which the PTF relates (including the income of the PTF), and the assets

