



## **Customer Information Document**

# FREE General Takaful Coverage for Employee Banking Accountholders

MCB Islamic Bank Limited ("MCB Islamic") has arranged the following Free of Charge General Takaful coverages for its accountholders from EFU General Insurance Ltd. – Window Takaful Operations ("General Takaful Operator" / "Takaful Operator") based on the below-mentioned eligibility criteria and terms & conditions:

#### Free of Charge General Takaful Coverages:

As per the below-given eligibility criteria, this Takaful coverage covers the loss of following items against the risks of armed holdup, snatching, duress, and/or forced deprivation:

Maximum Benefit Per Covered Instance			Details	
Cash Withdrawal from	UnionPay Classic	UnionPay Platinum	Coverage Period for Cash Withdrawal: Maximum time of	
Any ATM of Any Bank in	& UnionPay Gold	& PayPak Classic	coverage is one hour from the time of cash withdrawal.	
Pakistan	PKR 50,000/-	PKR 100,000/-	Frequency of Loss: Maximum two number of claims per	
Cash Withdrawal from	PKR 50,000/-		covered person will be payable in a PMD year combined for	
MCB Islamic Counter			ATM and counter.	
Mobile Phone	PKR 20,000/-		Maximum one claim is payable in a PMD year.	
Wallet / Identification Documents	PKR 10,000/-		<ul> <li>Documents covered are CNIC / Identity Documents, Driving License, and/or Passport.</li> <li>The coverage shall be for the reissuance cost of the aforementioned items.</li> <li>Maximum one claim is payable in a PMD year.</li> </ul>	

#### Eligibility Criteria for Free General Takaful Coverage:

- For Individual accountholders whose salary accounts are / have been opened in MCB Islamic under specific Employee Banking ("EB")
  Mandates finalized by MCB Islamic with the employers of such Individuals (all forms of entities / Association of Persons are excluded).
- Closed accounts are not eligible.
- 3. Covered person will be the accountholder only (in case of Joint accounts, the primary accountholder shall be the covered person).
- 4. In case there are multiple EB mandate accounts of a single eligible Individual, the aforementioned General Takaful coverage for such a person shall nonetheless be subject to abovementioned limits and conditions inclusive of all such EB mandate accounts of the said Individual.
- 5. EB mandate Individual accountholder will be considered eligible for the aforesaid General Takaful coverages for the current month if:
  - a) The Individual accountholder has a minimum monthly salary of PKR 25,000/-; OR
  - b) The Individual accountholder's employer maintained higher of the following amounts as minimum monthly average deposit in the previous month in MCB Islamic:
    - Number of Individual accountholders in the relevant EB mandate times PKR 25,000/-.
    - ii. PKR 10,000,000/-.

For each Individual accountholder, eligibility under point 5(b) above shall be determined if such an accountholder is not eligible under point 5(a) above.

#### Terms & Conditions of the General Takaful Coverage Arrangement:

- If the customer does not meet the abovementioned eligibility criteria, he/she will not fall (or cease to fall) under the said General Takaful cover for the prevailing month.
- On a monthly basis, customers will automatically become eligible or ineligible as per MCB Islamic's prevailing customer eligibility criteria for General Takaful coverage.
- 3. No requirement of obtaining any prior customer consent since the coverage is being paid for by MCB Islamic to the concerned Takaful Operator. The customer will not be charged any Takaful cost by MCB Islamic and/or by the Takaful Operator for this General Takaful Coverage since MCB Islamic shall be bearing the cost for its eligible customers with regards to this coverage.
- 4. By opening / maintaining a bank account with MCB Islamic, the customer has already authorized MCB Islamic to share necessary customer information, account details, and/or documentation with the concerned Takaful Operator and/or any other concerned third party in order to provide the aforementioned Takaful coverages and/or processing of claims pertaining to the same.
- 5. MCB Islamic and Takaful Operator with mutual written consent of each other may from time to time and at any time at their sole discretion revise and/or change any of the terms, conditions, and/or reject, discontinue, or cancel the coverage applicable without assigning any reason thereof for all existing as well as new customers. MCB Islamic will notify the changes to the customers in accordance with the guidelines of State Bank of Pakistan (SBP).
- 6. The benefits under this cover shall terminate upon the happening of any one or more of the following:
  - a) Incomplete or insufficient information provided by the customer.
  - b) The number of payable claim limits in all aforesaid coverage categories in the PMD year have already been exhausted.
  - c) If any claim under this cover is in any way fraudulent or unfounded.
  - d) Closure of the EB mandate account.
  - e) Termination of the EB mandate in which the account was earlier operating.
  - f) If the claim does not fall under the PMD terms and conditions of this General Takaful Arrangement agreed between the Takaful Operator and MCB Islamic.
- MCB Islamic shall not at any time be considered an agent of the relevant General Takaful Operator / Provider. Any claims or contestations
  for any Takaful coverage shall be governed by the terms and conditions mentioned herein and/or that of the relevant Takaful Operator /
  Provider
- 8. Following are the major exclusions under this arrangement / Plan, while other exclusions and conditions as per the PMD issued to MCB Islamic by General Takaful Operator shall also apply:
  - a) War, strikes, riots, civil commotion, sabotage, terrorism, vandalism, and any natural or man-made perils (including chemical, nuclear, biological, and radiological) that result in the declaration of a state of emergency on a local or national level.
  - b) Loss of mobile phones due to mysterious disappearance and/or if left unattended.
  - c) In case of loss to the mobile phone due to short circuit / excess voltage related damages.





- d) Loss or damage to mobile phone or any of its accessories.
- e) Any loss due to wear and tear, depreciation and gradual deterioration of the mobile phone or any of its accessories.
- f) Loss of personal cash not withdrawn from any ATM or MCB Islamic's branches and any other personal belongings.
- g) Cyber risks, cyber-attacks, cyber-crime and related losses.
- h) Force majeure events.
- 9. For processing of any claims, the customer / claimant needs to contact the relevant MCB Islamic branch where the customer maintains his/her MCB Islamic bank account. MCB Islamic, the Takaful Operator, and/or its appointed surveyor reserves the right to ask the customer to arrange required information and/or documentation for processing of any claims.
- 10. The customer understands and agrees that in case of occurrence of covered event as mentioned above, the Bank shall not be held liable / responsible with regards to the Takaful claim and/or for any issues concerning the claim process.
- 11. The customer undertakes to furnish all the required documentation and charges as well as complete any requirements / formalities as and when required by the MCB Islamic, the Takaful Operator, and/or its appointed surveyor.
- 12. The customer understands and agrees that MCB Islamic will only act as a facilitator for arranging / renewing General Takaful coverage for him/her as per the arrangement finalized with the concerned Takaful Operator and for lodging claims with and receiving claim payments (for onward disbursement to the customer) pertinent to the same from the Takaful Operator and that MCB Islamic will not be held liable / responsible in any way in this regard and/or with regards to any aspect of the Takaful coverage and/or any claim thereof for which the Takaful Operator shall be solely liable.
- 13. The customer undertakes and agrees that MCB Islamic shall not be held liable / responsible in any way for any kind of issue pertaining to the aforesaid Takaful coverage such as delays, service issues, mis-comittments / miscommunication, errors, payment / non-payment / rejection of claims, etc. on the part of the Takaful Operator (and/or its appointed surveyor) and/or for any losses, adverse consequences or liabilities incurred by the customer and/or his/her legal heir(s) as a consequence thereof.
- 14. The customer undertakes and agrees that Takaful Operator shall not be held liable / responsible in any way for any kind of issue pertaining to MCB Islamic and banking matters such as delays, service issues, mis-comittments / miscommunication, errors, etc. on the part of the MCB Islamic and/or for any losses, adverse consequences or liabilities incurred by the customer and/or his/her legal heir(s) as a consequence thereof
- 15. The customer undertakes and agrees that he/she shall fulfil all the requirements of the concerned Takaful Operator and/or its appointed surveyor and he/she shall bear all the costs and/or other charges with regards to obtaining claim payment from the concerned Takaful Operator.
- 16. The customer understands and agrees that the Takaful Operator (and/or its appointed surveyor) may approve or reject the Takaful coverage request or cancel his/her Takaful coverage if he/she is unable to fulfill any requirement of the Takaful Operator (and/or its appointed surveyor) for which MCB Islamic shall not be held liable / responsible in any way.
- 17. The customer understands and agrees that in case of occurrence of covered event, the claim payments from the Takaful Operator shall be received by the Bank for onward distribution to the customer.
- 18. The customer understands and agrees that, in case of any inaccuracy in / omission of / withholding of / misrepresentation of any information, the Takaful coverage can be rejected or cancelled without any kind of compensation or relief.
- 19. The customer undertakes to indemnify MCB Islamic and Takaful Operator and their successors-in-interest, employees and assigns, indemnified, saved and harmless at all times and from time to time, from and against all actual claims, demands, actions, legal proceedings, losses, damages, inconveniences, costs, charges, and expenses which may be brought or commenced against MCB Islamic and Takaful Operator or which MCB Islamic and Takaful Operator may suffer or incur in any manner whatsoever as a result of relying and acting upon the customer's request.

NOTE: PMD stands for "Participant's Membership Document" which is appended below.

For further details, please visit the nearest MCB Islamic branch, or contact our call center on 042-111-222-642. For claims, please contact the MCB Islamic branch where you maintain your account.





# CASH WITHDRAWAL, WALLET / ID DOCUMENTS AND MOBILE PHONE TAKAFUL For MCB Islamic Employee Banking Accountholders

## PARTICIPANT'S MEMBERSHIP DOCUMENT

Cash Withdrawal, Wallet / Identification Documents, and Mobile Phone Takaful PMD No.

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

#### Preamble:

This is to acknowledge that the applicant, i.e. MCB Islamic Bank Limited (hereinafter called the 'Participant' or 'MCB Islamic'), as more fully described in the Schedule hereto:

- i. Is accepted as a member of the Participants' Takaful Fund (hereinafter called the 'PTF') operated by **EFU General Insurance Limited Window Takaful Operations** (hereinafter called the 'Takaful Operator').
- ii. Being a member of the Fund, the Participant 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 PMD, in accordance with the Wagf Rules governing the Fund.
- iii. Subject to the participant continuing as a member of the Fund and complying with its undertaking under its declaration made in the proposal form, the Participant is indemnified by the Fund as one of its beneficiaries against the risk of **Cash Withdrawal**, **Wallet / ID Documents**, and **Mobile Phone Takaful** described, in the manner and to the extent as stated hereunder.

#### **Conditions Precedent:**

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

Whereas the Participant by a proposal and declaration (together with any other information which may have been supplied) which shall be the basis of this contract and is deemed to be incorporated herein has applied to the EFU GENERAL INSURANCE LTD. - WTO (hereinafter called "EFU-WTO") for the cover hereinafter specified and has paid or agreed to pay the contribution for such Takaful in respect of loss occurring during the period of Takaful or during any subsequent period for which the Operator may accept payment for the renewal of this PMD.

**Now this PMD Witnesseth** that subject to the terms, exceptions, provisions, limitations and conditions contained herein or endorsed or otherwise expressed hereon, Takaful Operator will indemnify the Employee Banking Account holders of MCB Islamic Bank Limited (MCB ISLAMIC) in respect of the losses herein covered and as more specifically described in this PMD.

## **SECTION -1: DEFINITIONS**

- "ATM" means the Automated Teller Machines installed and operated by MCB Islamic Bank Limited and any other bank anywhere in Pakistan.
- "ATM / Debit Card" means ATM / Debit card issued by MCB Islamic Bank Limited to its Employee Banking Account holders enabling the ATM / Debit Cardholder to use MCB ISLAMIC's or any other Bank's ATM for cash withdrawals and other ATM related transactions.
- "ATM / Debit Cardholder" means 'Employee Banking' account Holder of MCB Islamic Bank to whom an ATM / Debit Card has been issued by MCB ISLAMIC and is valid and operational.
- "EFU General Insurance Ltd WTO" means Takaful Operator and the Underwriter of this Takaful coverage.
- "EFU General Insurance Ltd WTO-Central Division" means 1<sup>st</sup> Floor, Kashif Centre, Shahrah-e-Faisal, Karachi who will service Employee Banking Account holders of MCB Islamic Bank Limited in respect of Cash Withdrawal and Mobile phone Takaful underwritten by EFU General Insurance Ltd. Widow Takaful Operations and facilitated for distribution among the said account holders by MCB Islamic Bank Limited.





- "MCB Islamic" means a scheduled and licensed bank by State Bank of Pakistan who is only a facilitator for distributing / offering this Takaful among and to its Employee Banking Accountholders.
- "Participant Account holder" means Employee Banking Account holders of MCB Islamic Bank Limited who have been declared by MCB Islamic to EFU-WTO for Takaful/ Coverage under this Takaful PMD.

#### **SECTION -2: COVERAGE**

This Takaful provides coverage to the Employee Banking Account holders of MCB Islamic Bank Limited in respect of

- 1. ATM Cash Withdrawal: Loss of cash withdrawn by MCB Islamic's Account holder from any ATM across Pakistan of any bank against the risk of armed hold-up, snatching or forced deprivation through armed hold-up of cash withdrawn provided always that cash is withdrawn by using MCB's ATM/ Debit Card provided always that:
- A. The loss is occurred during one (01) hour from the time of cash withdrawal.
- B. Loss of cash withdrawn is covered up to the daily cash withdrawal limit of the ATM / Debit Card holder or sum covered as mentioned in the Schedule whichever is lower.
- 2. Over the Counter Cash Withdrawal: Loss of cash withdrawn by MCB Bank's Islamic Accountholder from the counter of any of MCB Bank's Islamic branches in Pakistan against the risk of armed hold-up, snatching or forced deprivation through armed-holdup of cash withdrawn from the counter provided always that:
- A. The loss is occurred during one (01) hour from the time of cash withdrawal.
- B. Loss of cash withdrawn is covered up to sum covered as mentioned in the Schedule.

Provided further that maximum two (02) claims shall be paid to each Employee Banking Account holder in a given PMD year combined for ATM and Over the Counter Cash Withdrawal losses.

**3. Mobile Phone Takaful:** Loss of mobile phone against snatching, duress and forced deprivation. Provided further that maximum one (01) claim is payable to each Participant Account holder in a PMD year.

## **SECTION -3: SUM TAKAFUL**

The maximum liability during the whole PMD year and under this Takaful is limited to the maximum sum covered as mentioned in the Schedule.

## **SECTION -4: CLAIMS NOTIFICATION**

Claim shall be reported by MCB Islamic to EFU-WTO in writing, stating the account holder's information, date, brief occurrence of the loss and cause of loss along with the name, contact number and permanent postal address of the Participant Account holder including any other information required by EFU-WTO.

EFU-WTO will if necessary appoint a loss adjuster / surveyor.

EFU-WTO will send an acknowledgment letter to the affected account holder through MCB Islamic with 07 working days from the date of receipt of claim intimation and shall also advise the name and contact details of the appointed surveyor who will carry out the survey of the reported loss. The Takaful Operator at the same time will also provide a claim form to the affected account holder through MCB Islamic to be filled out and given to the surveyor within 05 working days of claim intimation. The claim form should be signed by the Account holder.

The surveyor shall contact Participant Account holder, conduct the survey and, through MCB Islamic, collect relevant claim supporting documentation from the Participant Account holder for assessing the claim as per PMD terms and conditions.

After completion of all required documents, survey report will be issued by the surveyor for the review and processing of the claim by EFU-WTO. The Takaful Operator shall make claim payment to MCB Islamic for onward settlement of the same with the Participant Account holder / legal heirs of the Participant Account holder, provided the surveyor's findings confirm the loss as payable according to the Terms, Exclusions





and Conditions of the Takaful PMD. EFU-WTO will settle the claim through MCB Islamic with MCB Islamic within 15 working days from the date of receipt of complete claim documents and survey report.

If the claim is not payable as per Takaful PMD, terms, conditions and exclusions, EFU-WTO will inform the Participant Account holder through MCB Islamic within 15 working days from the date of receipt of complete claim documents and survey report.

The Takaful Operator / EFU-WTO before declining a claim on account of deficiencies in claim documents submitted, EFU-WTO shall communicate to the PMD holder / MCB Islamic, beneficiary (or guardian as the case may be) such deficiencies within fourteen days from the date of provision of said documents to EFU-WTO.

#### **SECTION -5: CLAIM DOCUMENTS**

- Claim form duly filled and signed by the Account holder.
- Copy of CNIC (Computerized National Identity Card) / ID Document.
- · Copy of Original FIR.
- Any evidence confirming the covered person's ownership of the mobile phone.
- MCB Islamic's confirmation w.r.t. the cash withdrawal transaction of the Accountholder on the date of the loss.

The above list is not exhaustive and may include any other document required by EFU-WTO / loss surveyor to assess the loss.

#### **SECTION -6: CLAIM PAYMENT**

Claim shall be paid directly to and in the name of MCB Islamic for onward settlement with the Participant account holder his/her beneficiary or guardian, as the case may be, by way of cheque.

## **SECTION -7: EXCLUSIONS:**

## Any loss arising out of or related to any of the following shall not be covered.

- 1. Occurrence of Loss after one hour from the time of cash withdrawal.
- 2. Loss of personal cash not withdrawn from any ATM or MCB Islamic's branches and any other personal belongings not specifically covered by this PMD.
- 3. If the investigation reveals that the covered occurrence was planned by the Participant Account Holder to obtain the benefits under this PMD.
- 4. Incomplete claim documents.
- 5. War, Strike, Riot, Civil Commotion, Sabotage, Terrorism, Vandalism, malicious act and alike activities including all kinds of political risks.
- 6. Cyber risks, cyber-attacks, cyber-crime and related losses.
- 7. Nuclear Risks exclusion
- 8. Sanction Limitation Exclusion
- 9. An event of Force Maieure
- 10. Death of the Participant Accountholder before the reported date of loss occurrence.
- 11. Closure of the Account before the reported date of loss occurrence.
- 12. Non realization of contribution from MCB Islamic Bank in respect of enrolled account holder.
- 13. Any other reason due to which the Participant Account holder ceases to be eligible for this Cash Withdrawal and Mobile phone Takaful PMD including but not limited to any fraudulent, dishonest or criminal and any other reason(s).
- 14. Mid-Term Cancellation or Termination of this Cash Withdrawal and Mobile Phone Takaful Agreement / Arrangement either by MCB ISLAMIC or Company.
- 15. Mysterious loss of mobile phone.
- 16. Loss of mobile phone if left unattended anywhere.
- 17. Communicable / Infectious diseases.
- 18. Any kind of damage and/or accidental damage of the mobile phone and related costs are excluded.





## **SECTION -8: CONDITIONS:**

- 1. This PMD, schedule endorsements shall be read together as one PMD and any word or expression to which a specific meaning has been attached in any part of this PMD or of the Schedule shall bear such specific meaning wherever it may appear.
- 2. This Takaful Coverage may be terminated at any time by MCB Islamic Bank or EFU General Insurance Ltd- Window Takaful Operations by giving prior notice to each other as the case may be in accordance with the Term and Termination Conditions of the Agreement entered into by EFU-WTO and MCB Islamic Bank Limited however Company shall not be liable to give any prior notification to the Participant Account holders of termination. Subsequent to termination no claim shall be payable under this Takaful Coverage to any account holder unless the same was intimated before termination. Those claims occurred and notified prior to the termination shall be entertained as per the terms and conditions of PMD. In case any claim exists and termination is effected then in such case coverage shall be terminated without contribution refund.
- MCB Islamic shall not be responsible or liable for settling claims emanating from this Takaful Coverage
  or for the approval or rejection of any claim. MCB Islamic has a right to decline the enrollment of any
  account holder without assigning any reason.
- 4. This Takaful Coverage may be amended or changed at any time, without the consent of the Participant Account holder but upon the written request made by the MCB Islamic Bank and agreement by EFU-WTO. Any amendment or change to this Takaful Coverage shall be binding on the Participant account holders.
- 5. The coverage is only available to account holder of the MCB Islamic Employee Banking accountholders and will not be provided to corporations / entities / organizations or any other customers of MCB Islamic Bank unless agreed in writing by the Takaful Operator/ EFU-WTO and MCB Islamic Bank Limited.
- The Takaful Operator/ EFU-WTO will keep monitoring the viability of Portfolio performance on quarterly basis and share the advices with MCB Islamic for implementation after mutual consent of EFU-WTO and MCB Islamic.
- 7. If any claim under this PMD shall be in any respect is found fraudulent or if any fraudulent means are used by the Participant account holder or anyone acting on Participant Account holders behalf to obtain any benefit under this PMD, all benefits under this PMD shall be forfeited.
- 8. If any statement in the Claim Notification by the MCB Islamic Accountholder is found to be false, incorrect or fraudulent or not made in accordance with the terms and conditions herein, EFU General Insurance Ltd- Window Takaful Operations shall be absolved of any liability under this PMD and will not be held responsible.
- 9. It is hereby declared that in case of any claim or dispute arising hereunder the same shall be decided in Lahore / Karachi, Pakistan and further that legal proceedings in respect of any such claim or dispute shall be instituted in a competent court in the city of Lahore / Karachi only and the courts of law at Lahore / Karachi shall have exclusive jurisdiction to which the parties submit.
- 10. Failure to comply with any of the provisions contained in this PMD shall invalidate all claims hereunder.
- 11. In the event of any payment under this PMD, EFU-WTO shall be subrogated to all the MCB ISLAMIC and the Participant Account holder's / legal representative's or legal heirs of the MCB Islamic Accountholder's rights of recovery thereof against any person or organization and MCB ISLAMIC and Participant Account holder's / legal representative's or legal heirs of the Account holder shall execute and deliver instruments and papers to EFU-WTO and do whatever else is necessary to secure such rights and provide whatever assistance EFU-WTO might reasonably require from the MCB ISLAMIC and Participant Account holder's / legal representative's or legal heirs of the Account holder in the pursuance of EFU-WTO's subrogation rights. MCB ISLAMIC and the Participant Account holder's/ legal representative's or legal heirs of the Account holder shall take no action after the loss to prejudice such rights.
- 12. All notices required to be given by the Parties i.e. MCB Islamic Bank Limited and EFU General Insurance Ltd- Window Takaful Operations must be in writing addressed to the official contact details





of the Parties and notice or knowledge of anything relating to this PMD or any claim hereunder shall not be deemed to be notice to or within the knowledge of EFU-WTO unless so given, and no alteration in the terms of this PMD, nor any endorsement hereon, will be held valid unless the same is signed or initialed by the authorized representative of the Parties.

- 13. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this PMD in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the EFU General Insurance Ltd- Window Takaful Operations to make arrangements of any payment under this PMD
- 14. All differences arising out of this PMD subject to mutual consent of the parties may be referred to the decision of as arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the arbitrators do not agree of any Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, however, the making of an Award shall not be a condition precedent to any right of action against EFU-WTO. In case EFU-WTO shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twenty four calendar months from the date of such disclaimer have been challenged, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. Where applicable, the provisions of the Arbitration Act 1940 and subsequent amendments if any enacted from time to time shall apply. However, either party will be at liberty to approach any competent court of law at any time for seeking appropriate remedy instead of entering into Arbitration Proceedings.

## **TAKAFUL OPERATOR FEES**

EFU-WTO shall deduct Operator's fee as per defined ratio approved by Shariah Advisor out of the PTF under this PMD. Such fee shall be based on the Wakala principle since EFU-WTO hereby acts as a Wakeel of the Fund.

## **INVESTMENT MANAGEMENT SHARE**

EFU-WTO shall act as a Mudarib or Wakeel for the purpose of managing the investment of the participant's Contribution. As such, EFU-WTO stands entitled to a Mudarib share or Wakalatul Istismar fee in the investment income subject to approval by the Shariah Advisor.

## **SURPLUS DISTRIBUTION**

Operator may hold a portion of the surplus

- As a contingency reserve (over and above the technical provisions).
- Surplus if any, may be distributed among participants in proportion to the contributions to the PTF net of any risk related claims.

#### **IMPORTANT**

The Participant should, for its own protection, examine this PMD to ascertain whether it is in accordance with its intentions and correctly described, if any error or mis-description is found the same should immediately be intimated to EFU-WTO for correction.

## Attached to and forming part of PMD No.

## **WAR, SRCC & TERRORISM EXCLUSION CLAUSE**

This Takaful does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the under mentioned occurrences regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, cost or expense.





- War, invasion, act of foreign enemy, hostilities or warlike operations (whether War be declared or not), civil war.
- b) Mutiny, riot, strikes, looting, plundering, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- c) Any act of terrorism For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, or an act harmful to human life, tangible or intangible property or infrastructure, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This condition also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling preventing, suppressing or in any way relating to any of the above stated occurrences.

# RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION (NUCLEAR RISKS EXCLUSION CLAUSE)

In no case shall this Takaful cover loss, damage liability or expense directly or indirectly caused by or contributed to, by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

## **SANCTION LIMITATION & EXCLUSION CLAUSE**

No Takaful Operator shall be deemed to provide cover and no Takaful Operator shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Takaful Operator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **CYBER ATTACK EXCLUSION CLAUSE**

This PMD does not cover any damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this PMD.

- A. Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.





# **COMMUNICABLE / INFECTIOUS DISEASE EXCLUSION**

- 1. Notwithstanding any other provision of this PMD to the contrary, this **PMD** does not apply to any liability and damages, including **Claimant** costs, fees and expenses or any other loss, cost, defense fee, expense, dispute or suit in respect of:
  - a. Injury occurring; and/or
  - b. Property Damage occurring; and/or
  - c. trespass, nuisance or obstruction occurring; and/or
  - d. Personal and Advertising Injury committed;

during the **Period of** Takaful, however caused, in whole or in part, directly or indirectly caused by, in any way contributed to by, arising out of or in any way related to any actual or alleged transmission of a Communicable Disease or any Infectious Disease.

- 2. This exclusion applies even if the claims against any Participant allege negligence or other wrongdoing in the:
  - Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease / Infectious Disease; and/or
  - b. Testing for a Communicable Disease / Infectious Disease; and/or
  - c. Failure to prevent the spread of the Communicable Disease / Infectious Disease; and/or
  - d. Failure to report the Communicable Disease / Infectious Disease to authorities.
- 3. As used herein, a Communicable Disease / Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - the disease, substance or agent can cause or threaten damage to human health or human welfare.
- 4. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
- 5. All other terms and conditions of this PMD remain unchanged.

## **MARKET VALUE CLAUSE**

In the event of any loss of mobile phone due to the reasons covered by this Takaful PMD, the liability of the Takaful Operator in respect of any such loss shall be limited to:

- a) the price quoted in the latest catalog or price list issued by the Manufacturer or his agents in the country in which the loss has occurred however all payments (if any) shall be made in Pak Rupees and in Pakistan.
- b) the market value or sum Participant whichever is less in case of a loss.

It is further declared and agreed that in the event of any claim for loss, the participant's estimate of value stated in the Schedule hereto is less than the full market value (which includes such components as customs duty and sales tax), the liability of the Takaful Operator for such loss to the interest covered thereof will be reduced in the same proportion which the participant's estimate of value stated in the Schedule hereto bears to the market value at the time of loss.

Nothing in this clause shall affect the allowance for depreciation of the interest covered thereof as is normally made on used property.

Subject to all other terms and conditions of the PMD.





# **SCHEDULE**

PMD NO.					
PMD Issuance Date					
Place of PMD Issuance	Karachi, Pakistan				
Participant	MCB Islamic Bank Limited ("MCB Islamic") in respect of its Account holders				
· artioipant	funder Employee Banking mar		The Account Holders		
Principal Address	14-A, Jail Road, Main Gulberg, Lahore				
Scope of Cover	This Takaful provides coverage to MCB Islamic payroll accountholders (operating				
Coverage Criteria	under Employee Banking mandates) shall be without any contribution cost for the Individuals meeting a certain criteria set by MCB Islamic Bank Limited ("Bank" / "MCB Islamic") and paid for by the Bank to the Takaful operator. There will be NO requirement of obtaining any prior customer consent since the coverage is being paid for by the Bank to the Takaful Operator. On a monthly basis, customers will automatically become eligible or ineligible as per the Bank's prevailing approved customer eligibility criteria for the Takaful coverages described below. This Takaful protects the Participant against the risk of loss of mobile phone, loss of cash withdrawal from any ATM of any bank in Pakistan / Over the Counter (MCB Islamic counter only) and loss of wallet covering CNIC / Identity Document, Driving License, Passport due to snatching and armed hold-up.  Employee Banking mandate tagged Individual accountholder will be considered eligible for the Takaful coverage for the current month if:  a) The Individual accountholder has a minimum monthly salary of PKR				
	<ul> <li>25,000/-; OR</li> <li>b) The Individual accountholder's employer maintained higher of the following amounts as its overall monthly average balance in the previous month: <ol> <li>i. Number of Individual accountholders tagged under relevant Employee Banking mandate times PKR 25,000/</li> <li>ii. PKR 10,000,000/</li> </ol> </li> <li>For each Individual accountholder, eligibility under point (b) above shall be determined if such an accountholder is not eligible under point (c) above.</li> </ul>				
Period of Takaful	determined if such an accountholder is not eligible under point (a) above.  12 months from the date to be advised and agreed between the Takaful Operator and MCB Islamic.				
Coverage Term	Monthly				
Benefit	Benefit Per Covered	Union Pay Classic &	Union Pay Platinum		
	Instance	Union pay Gold	& Paypak Classic		
	Cash Withdrawal from ATM	50,000	100,000		
	Cash Withdrawal from		50,000		
	MCB Islamic Counter				
	Mobile Phone		20,000		
	Wallet / Loss of Identification Documents		10,000		
Terms	<ul> <li>All amounts are in PKR</li> <li>Cash Withdrawal: Loss of cash withdrawn by MCB Islamic Payroll Account holder from any of the ATMs of any Bank across Pakistan and cash counters of MCB-Islamic Bank against the risk of armed hold-up, snatching or forced deprivation through armed holdup of cash withdrawn by using MCB Islamic issued ATM/ Debit Card or instrument (for example – MCB Islamic issued cheque).</li> <li>Coverage Period for Cash Withdrawal: Maximum time of coverage is 01 hour from the time of cash withdrawal.</li> <li>Frequency of Loss: Maximum 02 number of claims per person will be payable in a PMD year combined for ATM and Over the Counter.</li> </ul>				
	Mobile Phone: Loss of mobile deprivation. Maximum of one of				





	Wallet / Identification Documents: Loss of CNIC / Identity Document, Driving License and Passport due to snatching, duress and forced deprivation. The coverage shall be for the reissuance cost of the earlier mentioned items lost. Maximum of one claim is payable in a PMD year.			
Geographical Limits	Pakistan			
Law & Jurisdiction	Laws of Islamic Republic of Pakistan with the jurisdiction of courts in Lahore / Karachi shall apply			
Bank Commission	Nil			
Special Exclusions	<ul> <li>War, strikes, riots, civil commotion, terrorism and any natural or man-made perils (including chemical, nuclear, biological, and radiological) that result in the declaration of a state of emergency on a local or national level.</li> <li>No cover for loss of mobile phones due to mysterious disappearance and/ or if left unattended.</li> </ul>			
	<ul> <li>No cover in case of loss to the mobile phone due to short circuit / excess voltage related damages.</li> <li>No cover for loss or damage to mobile phone accessories.</li> <li>Any loss due to wear and tear, depreciation and gradual deterioration of the mobile phone.</li> </ul>			
Special Conditions	<ul> <li>No known and or reported losses and circumstances, which could give rise to a claim, the occurrence of which happened before execution of this arrangement.</li> <li>Claim payments (if any) shall be paid by the Takaful Operator to MCB Islamic, who will then give these payments to the covered person / eligible accountholder.</li> <li>Covered person will be the accountholder only (in case of Joint accounts, the primary accountholder shall be the covered person).</li> <li>On a monthly basis, the Bank shall share the eligible account holders' name, ID document number, and relevant account number with the Takaful operator for prevailing month's confirmation of Takaful cover from and contribution payment to the Takaful Operator.</li> </ul>			
Claims Procedure	The claim should be notified to EFU General Insurance Ltd – Window Takaful Operations and below documents should be submitted. The below list is not exhaustive and EFU-WTO may require further information depending on the nature of the claim:  Claim form duly filled and signed. Copy of CNIC (Computerized National Identity Card) / ID document. Copy of Police Report (Roznamcha) issued by the concerned Police station. Copy of Original FIR. Any evidence confirming the covered person's ownership of the mobile phone. MCB Islamic's confirmation w.r.t. the cash withdrawal transaction.			

## Clauses:

This PMD is subject to following clauses attached hereto forming part of this PMD which should be read together with the PMD terms and conditions.

- a. War, Strike, Riot Civil Commotion and Terrorism Exclusion clause
- b. Nuclear Risks Exclusion Clause
- c. Cyber Risks Exclusion Clause
- d. Sanction Limitation Exclusion Clause
- e. Communicable Disease / Infectious Disease Exclusion
- f. Market Value Clause in respect of Mobile Phone Takaful