



## MOTOR THIRD PARTY LIABILITY POLICY

**WHEREAS** the Insured by a proposal and declaration dated as stated in the schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of events occurring during the period of insurance.

**NOW THIS POLICY WITNESSETH:** That subject to the term exceptions and conditions contained herein or endorsed or otherwise expressed hereon.

### SECTION I: LIABILITY TO THIRD PARTIES

**COVERAGE – NO-FAULT THIRD-PARTY LIABILITY:** Subject to the terms, conditions, exclusions, and limits of liability stated in this Policy, the Company / Takaful Operator shall, on a **No-Fault basis**, be liable to pay compensation in respect of death or bodily injury sustained by third parties, arising out of the use of the insured motor vehicle in a public place.

#### 1. Scope of Coverage:

Third-party coverage shall be strictly limited to:

- (a) Passenger/ Driver of third-party vehicles involved in the accident.
- (b) Conductors and helpers of third-party vehicles.
- (c) Bona fide fare-paying passengers of third-party vehicles.
- (d) Pedestrians, cyclists, roadside persons, and any other third parties affected by the insured vehicle.

#### 2. Multi-Vehicle Accidents:

- Where an accident involves more than one vehicle, and the other vehicle is duly insured, any claim in respect of death or bodily injury sustained by occupants of the insured vehicle shall be recoverable exclusively from the third-party liability cover of the other insured vehicle, in accordance with applicable law.
- In the event that the other vehicle involved in the accident is uninsured, the Company shall have no liability under this Policy for death or bodily injury sustained by occupants of the insured vehicle.

**3. Legal Representatives:** In the event of the death of any person entitled to indemnify under this policy the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the insured; observe, fulfill and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

**4. Final Discharge:** As a condition precedent to any sums becoming payable under this policy, the third party or their personal legal representatives/heirs shall execute a final discharge on judicial stamp paper releasing the liability of the insurance Company and indemnifying the Company from any future claim.

Head Office: 63/A, Block-XX, Phase-III (Commercial), Khayaban-e-Iqbal, Defence Housing Authority, Lahore, Pakistan. UAN: 042-111-245-000.



## **SECTION II: LIMITS OF LIABILITY & NO-FAULT BASIS**

All payments made under this policy shall be subject to the applicable limits of liability and aggregate limits as follows and shall not constitute an admission of fault or legal liability.

- **Death:** PKR 700,000/- per person.
- **Permanent Disability/Injury:** As per the Schedule of Compensation attached.
- **Aggregate Policy Limit:** PKR 20,000,000/- aggregate for any one vehicle.

**NO-FAULT BASIS:** Any claim for death or bodily injury arising under this policy shall be payable notwithstanding establishment of fault of the Insured or any driver fulfilling requirements as set out in the Policy.

## **SECTION III: STATUTORY CLAIMS & GRIEVANCE PROCEDURES**

### **1. Claims Settlement Process:**

In accordance with the **Provincial Motor Vehicle Act, 2026 (Sindh)**, the Company is strictly bound to settle and pay the admissible compensation within **45 days** from the date of receipt of a completed claim file containing all required documents.

### **2. Mandatory Claim Documentation:**

To initiate the settlement of the claim, following documents must be submitted:

- **For death claims**
  - a) NADRA succession certificate
  - b) Final FIR confirming the incident of Road Traffic accident along with details of vehicle that caused the accident
  - c) Valid Motor Third Party insurance policy details
- **For disability claims**
  - a) Traffic police accident occurrence report
  - b) Disability certificate from hospital along with discharge summary
  - c) CNIC of injured person (in case of minor, child registration certificate by NADRA)
  - d) Valid Motor Third Party insurance policy details



### 3. Grievance Redressal & Ombudsman:

If a claim is delayed or a dispute arises, the claimant may approach with your complaint to the following offices:

1. Federal Insurance Ombudsman  
2nd Floor, Pakistan Red Crescent Society Annexe Building,  
Plot No. 197/5, Dr. Daud Pota Road, Karachi  
Phone: 021-99207761 - 2  
Website: [www.fio.gov.pk](http://www.fio.gov.pk)
2. Official Coordinator, Small Disputes Resolution Committee (Islamabad)  
The Management Executive, Insurance Division,  
3rd Floor, NIC Building, 62-Jinnah Avenue, Blue Area, Islamabad  
Phone: 051-9207091-4 (Ext. 439)  
Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)
3. Official Coordinator, Small Disputes Resolution Committee (Karachi)  
The Deputy Director, Specialized Companies Division,  
5th Floor, State Life Building No. 2, Wallace Road,  
Off I.I. Chundrigar Road, Karachi  
Phone: 021-32414204  
Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)
4. Official Coordinator, Small Disputes Resolution Committee (Lahore)  
The Deputy Registrar of Companies, Company Registration Office - Lahore,  
Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore  
Phone: 042-99204962-6 (Ext. 28)  
Email: [complaints@secp.gov.pk](mailto:complaints@secp.gov.pk)

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#### **SECTION IV: AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the motor vehicles act 1939 section 96 and The Provincial Motor Vehicle Act , 2026, Sindh Act No VIII of 2026.

However, the Insured and/or the third party shall repay the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

#### **SECTION V: GENERAL EXCEPTIONS**

The Company shall not be liable in respect of any claim arising:

1. The Company shall not be liable in respect of any claim arising whilst the motor vehicle is
  - a) being used otherwise than in accordance with the limitations as to use, or
  - b) being driven by or is for the purpose of being driven by him in charge of any person other than a driver.
2. The Company shall not be liable in respect of any claim arising out of any contractual liability
3. Except so far as is necessary to meet the requirements of section 95 of the Motor Vehicles Act, 1939, the Company shall not be liable in respect of death arising out of and in the course of this employment of a person in the employment of the Insured or in the employment of any person , except conductors and helpers of third-party vehicles who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of section 95 of the Motor Vehicles Act, 1939, the Company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the motor vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of death or bodily injury caused or contributed to by conditions of war, civil war, riot, civil commotion or terrorism.
6. The Company shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
7. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapon material.
8. The Company shall not be liable in respect of death or bodily injury caused sustained or incurred after any variation in or termination of the Insured's interest in the Motor Vehicle.
9. The Company shall not be liable in respect of death or bodily injury caused sustained or incurred after any Leakage, escape, spillage, seepage, or discharge of petroleum products, fuel, gas, or any similar substance; or



10. The Company shall not be liable in respect of death or bodily injury caused due to any cause other than a road traffic accident involving the insured motor vehicle.

## SECTION VI: CONDITIONS

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear the same meaning wherever it may appear and where it may appear.

1. **Notice:** Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter claim writ summons and /or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any accident which may give rise to a claim under this policy.
2. **Conduct of Claim:** No admission, offer, promise or payments shall be made by the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claims or to prosecute in his name for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claims and the Insured shall give all such information and assistance as the Company may require. If the Company makes any payment in settlement of any claim and such payment includes any amount not covered by this policy the Insured shall repay the Company, the amount not so covered.
3. **Maintenance:** The Insured shall take all reasonable steps to maintain the motor vehicle in efficient condition and the Company shall have at all times free and full access to examine the motor vehicle or any part thereof or any driver or employee of the Insured.
4. **No Cancellation:** Once this Policy has been issued and cover has incepted, it shall not be cancelled or avoided by either the Company or the Insured for any reason whatsoever during the period of insurance.
5. **Driver license:** it is a condition of this Policy that the person driving the vehicle must hold a valid driving license. The Company reserves the absolute right of recovery against the Insured if the driver was unlicensed or disqualified from holding a license at the time of the accident.
6. **Statutory Compliance:** The Insured warrants that at the time of any claim, the Insured Vehicle shall have a valid Certificate of Fitness (for commercial vehicles) and all Motor Vehicle Taxes and Excise duties must be paid up to date. Failure to comply with the statutory requirements may entitle the Company to exercise its right of recovery against the Insured for any third-party sums paid.
7. **Fraud:** If any claim made under this Policy is in any respect fraudulent, false, exaggerated, or supported by fraudulent means or devices by the Insured, the third party claimant, or any person acting on their behalf, such claim shall be forfeited and shall not be payable. Where the Company is required under statutory provision to make payment to a third party notwithstanding fraud or breach on the part of the Insured, the Company shall be entitled to recover such sums from the Insured. No fraudulent act shall operate to prejudice the rights of any innocent third party as protected under applicable motor vehicles law.



8. **Contribution:** If at the time any claim arises under this policy and there is any other existing insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation costs or expense. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under the provisions of this policy.
9. **Arbitration:** If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to the decision of an 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 so to do by either of the parties or in case the arbitrator do not agree of an Umpire appointed in writing by the Arbitrator before entering upon the reference . The Umpire shall sit with the Arbitrator before entering upon the reference. The Umpire shall sit with the Arbitrator and preside at their meetings, and the making of an Award shall be condition precedent to any right of action against the Company.
10. **Adherence:** The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or compiled with by the Insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
11. **Geographical Limits:** The indemnity provided under this Policy shall be operative only in respect of accidents arising within the territorial limits of the Islamic Republic of Pakistan.
12. **Transfer of Interest/Policy:** This policy is not transferable to any other person or persons unless the insurer's written consent has been obtained. If the motor vehicle is disposed off, you are bound to inform and return the certificate of insurance at once. Failure to do so is a punishable offence under the Motor Vehicle Act, 1939. If the certificate has been lost, immediate notice must be given to the insurer to re-issue the same upon receipt of the written request.



## MOTOR THIRD PARTY POLICY SCHEDULE

**Policy Number:** [unique ID] [MTPSindh]{3 digit:Company Name} / {6 digit:Policy#} / {MM/YY}

**CDC MIR Reference:** [Ideally for easy verification in case of difference of information provided]

### 1. THE INSURED

Name of Insured [Full Legal Name]  
CNIC / NTN Number [13-digit CNIC required for individual / NTN for Corporate]  
Address [Full Postal Address in Sindh]

### 2. THE MOTOR VEHICLE

Registration Number [Plate No. or 'Applied For']  
Chassis Number [Full 17-digit VIN]  
Engine Number [As per Registration Book]  
Make & Model [e.g., Toyota Corolla / 2026]  
Engine Capacity (CC) [e.g., 1298cc]  
Vehicle Category [Private / Commercial / Rickshaw]

### 3. PERIOD OF INSURANCE

Bothe days inclusive  
Effective Date [Date]  
Expiry Date [Date]

### 4. COVERAGE LIMITS & PREMIUM

Death Benefit (Per Person) PKR 700,000/-  
Injury/Disability Limit Up to PKR 500,000 (As per Schedule - I)  
Aggregate Policy Limit PKR 20,000,000/-

### Mandatory Statutory Declarations:

- 1. Limitations as to Use:** The Policy covers use of the vehicle for any purpose other than racing, pace-making, reliability trial, or speed testing.
- 2. Driver Clause:** Any person including the Insured, provided that the person driving holds a valid license to drive the vehicle or has held and is not disqualified for holding or obtaining such a license.
- 3. "No-Fault" Compliance Note:** "This policy is issued in compliance with the Provincial Motor Vehicles (Amendment) Act, 2026 (Sindh). Liability for death or bodily injury is covered on a No-Fault Basis. The Company is legally bound to settle admissible claims within 45 days of receiving complete documentation."

Digital Verification QR Code:



SCAN ME

#### For Claim Intimation and Coordination:

Insurance Contact Number:

Insurance Email:

Sindh Excise Hotline:

Head Office: 63/A, Block-XX, Phase-III (Commercial), Khayaban-e-Iqbal, Defence Housing Authority, Lahore, Pakistan. UAN: 042-111-245-000.



## SCHEDULE – I : TABLE OF COMPENSATION

The compensation under the no fault act only motor third party liability policy shall be as follows:

Compensation coverage	Compensation (PKR)
Death	700,000
Loss of both hands / arms / feet / legs	500,000
Loss of sight in both eyes	500,000
Loss of one hand and one foot	500,000
Loss of one hand, one foot with loss of sight in one eye	500,000
Complete and incurable insanity	500,000
Complete and incurable paralysis	500,000
Loss of right arm or hand	450,000
Loss of left arm or hand	400,000
Loss of one leg or foot	400,000
Loss of sight in one eye	250,000
Loss of thumb (right)	150,000
Loss of thumb (left)	100,000
Loss of index finger (right)	100,000
Loss of index finger (left)	75,000
Loss of any other finger (right)	50,000
Loss of any other finger (left)	40,000
Loss of big toe	30,000
Loss of any other toe	25,000
Loss of hearing in one ear	100,000
Multiple injuries (maximum)	500,000
Other minor injuries	25,000