

Annexure - A

Policy Terms & Conditions

ATM/OTC – Cash Withdrawal & Wallet/Mobile with Personal Accident Insurance (Annual Cover)

This Policy is underwritten by Jubilee General Insurance Company Limited for the Habib Bank's Employee banking **Customers** in Pakistan for a period of not over 12 months as defined under period of insurance in the policy schedule and renewable as per terms and condition of this POLICY and the Agreement whereby the Bank is authorized to inform about this Insurance to bank's customers in Pakistan as per agreed terms and conditions contained in the Agreement as per which the bank will be offering this Insurance as a complimentary value addition to the eligible accountholders.

Understanding the Policy:

Please read this Policy carefully and make sure **you** understand and fully comply with its Terms and Conditions. Failure to do so may jeopardize the settlement benefit of any claim, which might arise and could lead to the Policy becoming void.

The Policy:

The insurance provider will provide the Insurance as stated in this Policy. Any declaration **you** make or undertaking by the **Bank** to pay the Premium, will form the basis of the contract and be part of the Policy. This Policy is evidence of a **contract of Insurance**. The contract comes into force when **the insurer** has received and accepted the application and the correct Premium in full. The Policy contains details of the Insurance cover **you** have obtained, what is excluded from the cover and the conditions of this Insurance.

The Policy Schedule:

You are requested to read this Policy and check that it meets **Your** requirements. If it does not, please contact the concerned office, who issued **your** documents. **You** may contact **Us** through phone on 021 - 111 - 654 - 111 Ext 2532, 2533, 2534, 2535 or through email on bancassurance@jubileegeneral.com.pk or through our website www.jubileegeneral.com.pk

1. OUR PROMISE:

Now We i.e., **JGI** hereby undertake and agree to make good **Your** such direct unforeseen financial loss as described in the Covering Clauses, which is sustained by **You** during the **Period of Insurance** up to the **Policy Limits** after deducting the applicable **Deductibles** subject to the terms, exclusions, limitations, and conditions of this **Policy**.

Insuring Clause 1: Loss of Cash Withdrawn from ATM

The loss of **Cash** directly by the reason of robbery, armed hold-up and/or forced snatching of money which **You** obtained by using **Your HBL ATM Card** within the Prescribed Time of 1 hour from withdrawal(s) and/or Radius of 1.5Km (whichever comes first) of using **Your HBL ATM Card** at an **ATM** of any scheduled bank and/or the **HBL Bank's** kiosks across Pakistan.

Insuring Clause 2: Loss of Cash Withdrawn from OTC

The loss of **Cash** directly by the reason of robbery, armed hold-up and/or forced snatching of money which **you** obtained by using **Your Account** at the cash counter(s) at the **HBL Bank's** branch(es) and/or office(s) and/or banking booth(s) within the **Prescribed Time** of 1 hour from withdrawal(s)

and/or **Radius** of 1.5 Km (whichever comes first) of using **OTC** Over the counter facility of **HBL Bank** across Pakistan.

Insuring Clause 3: Loss of Valuables

The loss of **Valuables** (including covering only Wallet itself, non-Cash contents such as reissuance of ID and Mobile only) directly by the reason of robbery, armed hold-up and/or forced snatching as a consequence of Insured Event and within Prescribed Time of 1 hour of withdrawal and Radius of 1.5Km from ATM/OTC across Pakistan.

Insuring Clause 4: Personal Accident Insurance

Personal Accident covers resulting in Accidental death or permanent total disability or permanent partial disability only as 24 Hours worldwide coverage basis.

- a. Accidental Death:** The Loss of Life (death) during the Policy period by reason of bodily injury caused by accidental external & visible means and independent of any other cause.
- b. Accidental Permanent Disability:** Permanent Total Disability and Permanent Partial Disability during the Policy period by reason of bodily injury caused by accidental external & visible means and independent of any other cause.

Extensions to Insuring Clause 4:

Insuring clause 4 is hereby extended to cover following further coverages as a result of accident of accountholder:

- 1) Accidental Medical Expense of the named accountholder** up to the maximum limit stated in the policy schedule
- 2) Child Education Expense due to accountholder's Death** up to 24 months from date of loss up to the maximum limits stated in the policy schedule
- 3) Utility Bill Expense Cover due to accountholders Death** up to 24 months from date of loss up to the maximum limits stated in the policy schedule

2. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Insurance and will appear with a Capital letter and in **Bold** and *Italics*.

ATM means the automated teller cash machines installed and operated by any scheduled bank where **Your** ATM card is capable of being used for withdrawing **Cash**

ATM Card means the plastic card issued to **you** by the **Bank** which can be used at an **ATM** for withdrawing **Cash** from your account maintained at any branch of the Bank.

Accident: means a sudden, unexpected, unusual, **specific event** which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured** is traveling.

Accidental Medical Expenses Medical Expenses incurred by the insured as a result of Bodily injury caused by an accident solely and independently of any other cause which necessitates medical and surgical treatment.

Bank means Habib Bank Limited. Pakistan

Beneficiary	In case of Accidental Death , the nominee/blood relative as defined under the Policy beneficiary shall be the legal heirs. For ATM/OTC related incidences the account holder himself is a beneficiary.
Cash	means the cash withdrawn by You using Your ATM Card at an ATM or OTC transactions using Your Cheque at any branches / cash counters/offices and/or banking booth(s) of the Bank .
Cheque	means cheque signed by You and drawn on the branch of the Bank where You maintain your account, presented by You for encashment at any branch of the Bank
Customer	means a natural person who maintains one or more account(s) with the Bank or who has been issued ATM Card with unique CNIC.
Deductibles	means the amount to be borne by You in the event of a claim under this Policy . The applicable deductible is 5% for each and every Wallet/Mobile loss/ Cash claim (if payable)
Insured Event	means violent, forcible and visible robbery, armed hold-up and/or snatching of Cash in case of ATM/ OTC transaction and/or ATM Card from Your Custody. Loss of valuables (wallet+ mobile) due to ATM/OTC loss and within the prescribed time and radius limit Personal Accident Insurance (Accidental Death and Permanent Total and Partial Disability Only) worldwide
OTC	Cash withdrawal over the counter at any of the Bank's branches/ Cash counters/offices and/or banking booth(s) across Pakistan where teller facilities are available.
Period of Insurance	Twelve (12) consecutive calendar months subject to Premium by the Bank itself for Insurance coverage offered to its customers as a complementary benefit.
PIN	means the confidential code issued to You by the Bank or chosen by You from time to time and which is required with Your ATM Card for withdrawing Cash from an ATM .
Policy	Means this Policy is issued to You by Us . Comprising of all the terms and conditions of the coverage
Prescribed Time	Limit of Time, Covering Clause 1,2 & 3 : Means a period of 1 hour from the time the Cash is withdrawn from the ATM/OTC and/or the Bank's Kiosks, by You or cash is withdrawn by You from Your account,
Permanent Partial Disability	Means disablement which prevents insured from attending to a substantial part ” of his / her business or occupation of any and every kind OR if he/she has no business or occupation then attending to substantial part of his / her usual duties.

Permanent Total

Disability : Means disablement which “**entirely**” prevents insured from attending to his / her business or occupation of any and every kind OR if he/she has no business or occupation then attending to his / her usual duties.

Radius means a distance of 1.5 kilometers across Pakistan in any direction from the **ATM/OTC** and/or the **Bank’s** Kiosks where **You** withdraw **Cash**, or from the **Bank’s** branch (es) and/or office(s) And / or from banking booth(s) where **You** withdraw **Cash**

Valuables Means **Your** Wallet itself, non-Cash contents such as reissuance of ID (such as **Your** CNIC, **Your** Passport, **Your** Driving License), Mobile and Keys while in **Your** custody at the **time** of happening of the **Insured Event**

Territorial Limit Any Where within Pakistan.

**We/Us/Our/
Insurance Company** means **Jubilee General Insurance Company Ltd**

**You/Your/
Insured person** means a **Customer** of the Bank who is **covered** under this **Insurance** as described in this **Certificate** from **Us**.

3. EXCLUSIONS

This Insurance does not cover Loss (es), damages or liability of whatsoever nature resulting from or attributable to, caused by, arising out of, by reason of or in connection with;

Insured Event 1, 2 & 3

- a) Fraud or dishonesty of **Your** or the **Bank’s** employees, whether permanent, temporary, seconded, leased or contractual.
- b) **Cash withdrawals** made by any person other than **you**.
- c) Transactions or damages, done intentionally or unintentionally by **You**, **Your** spouse, children, relatives, friends, acquaintances.
- d) **events** other than violent, forcible and visible **snatching/robbery**
- e) **Loss of cash** other than the **Cash** defined in **item # 2** above.
- f) **Loss of valuables** other than the **Valuables** defined in **item # 2** above.
- g) Damage(s)/**loss**(es) which are consequential in nature
- h) **Events** arising outside of the **Territorial Limits**
- i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- j) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- k) Any **loss** or **damage** or liability directly or indirectly occasioned by, happening through or in consequence of terrorism, sabotage, riots, strike, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- l) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- m) Hurricane, volcanic eruption, earthquake, flood, typhoon, tornado or cyclone.

- n) Fire, explosion, spontaneous combustion, fermentation, natural heating and/or any loss or damage due to flooding or accumulation of water whether due to natural or manmade causes and /or wear, tear, gradual deterioration, moth or vermin

Insured Event 4

This **Policy** does not cover **death or disability** arising due to or resulting from: -

- a) Intentional Self Injury, suicide or attempted suicide whether felonious or not.
- b) War, invasion, act of foreign enemy, hostilities, whether war will be declared or not, civil war, mutiny, rebellion, revolution, insurrection, strike, riot, civil commotion, military usurped power.
- c) Radioactive contamination
- d) The **Insured person** is being under the influence of, or being affected by intoxicating liquor or drug or drugs, venereal disease or insanity, child birth or pregnancy, abortion or miscarriage or any complications arising from the foregoing.
- e) The **Insured** engaging in flying or air travel of any kind (other than as a passenger in any fully licensed multi-engine commercial passenger carrying aircraft and/or helicopter but not as a member of the crew and not for purpose of undertaking any trade or technical operations therein), polo, steeple chasing, bungee jumping, skin diving, pot-holing, hang-gliding, hunting on horseback, sky diving/parachuting, professional football, mountaineering necessitating the use of ropes or guides, winter sports, riding or driving in any kind of race speed or during test or practice thereof, or occupational use of power driven woodworking machinery.
- f) The **Insured** engaging or taking part in naval, military, air force and law enforcement service or operations
- g) Deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured's** own criminal act.
- h) In the **event** of any **accident** hereby **Insured** against happening to the **Insured person** notice thereof in writing shall be given to the **Insurance Company** within forty five (45) days of the **occurrence of the accident**, The **Insured** or his legal personal representatives shall, at his or their own expense, forward to the **Bank &/or Insurance company**, within the space of seven days after demand, a written report from a medical attendant, who shall be a duly qualified and registered medical practitioner, approved by the **Insurance Company**, of the facts of the case and the nature and extent of the injuries (if any) received and generally all such information in support of the claims as the **Insurance Company** shall reasonably require, after the **accident**, notice as aforesaid must be given within one calendar month of such loss. In the case of claim for **death**, the sum assured shall be payable within one calendar month after, such incident and the cause and result thereof shall have been proved to the satisfaction of the **Insurance Company** and such information as is required by the conditions of this **Policy** shall have been furnished
- i) If required by the **Insurance Company**, the Medical, Surgical, or other Agent of the **Insurance Company** shall, in case of any **accident** to the **Insured** be admitted at all reasonable times to see and examine the nature of the injury sustained by the **Insured** whilst the **Insured** is suffering from the effects of the same, and in the event of **death** to make a post-mortem examination of the **Insured**.

4. YOUR RESPONSIBILITIES:

a) **Compliance with Conditions:**

You must comply with the following Conditions to have the full protection under **your Policy**. If **You** do not comply with them, **we** may at our option cancel the **Policy** or refuse to deal with **Your claim** or reduce the amount of any **claim payment**.

b) **Reasonable Precautions:**

You are required to always take all reasonable precautions to protect **Your Cash** and other items **insured** in this **Policy**. As soon as **You** notice that **Your ATM Card** has been robbed **You** shall notify the **loss or theft** of the **ATM Card** immediately to the issuing **bank** in order to block the **ATM Card** and stop transaction(s).

5. CONDITIONS OF OUR PROMISE:

a) Cancellation:

Bank may cancel this **Insurance** at any time by notifying **US** through a notice not less than 30 days of time., this is subject to **Premium** refund as settlement benefit calculated at short period rate in case **the Policy** is claim free. No **Premium** refund as settlement benefit shall be allowed in the event of **Claims** on this **Policy**.

We are entitled to cancel this **Insurance** at any time by giving **Bank** not less than 30 days prior notice. In such case the **Premium** for remaining period shall be refunded as settlement benefit to **Bank** provided the **Policy** is **Claim Free**.

b) Claims:

In the **event** of any **incident** which may give rise to a **claim**, **You** must follow the **Claims** Procedure detailed below. Furthermore, in the **event** of the **claim** having been lodged with the **Insurance Company** and having been recognized under the condition of this **Policy** unless such **claim** is prosecuted within the period of twelve months than this **Policy** shall be null and void in respect of the said **claim**, and would be treated as Time Barred.

c) Law:

You and **Us** are subject to laws of Pakistan.

d) Legal rights:

Our liability under this **Policy** for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate **Premium** due for that period.

i. Arbitration:

Any difference as to the **claim** amount arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by each of the parties thereto 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 or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of the Award shall be a condition precedent to any liability of the **Insurance Company** or any right of action against the **Insurance Company** in respect of any **claim**. If the **Insurance Company** shall **disclaim** liability to the **Insured** for any **claim** hereunder and **claim** shall not within 12 calendar months from the date disclaimer have been referred to the arbitration under the provisions herein contained, then the **claim** shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

ii. Misrepresentation:

The observance and fulfilment by the **Insured** of the terms and conditions of this **Policy** and any endorsement which may be made here on shall be a conditions precedent to the **Insured** rights to recover hereunder and if the **Insured** either in the proposal aforesaid or in any statement made on any renewal of this Insurance or in connection with any claim hereunder makes any misrepresentation or misstatement or omission the **Policy** shall be void and Premiums paid hereunder shall be forfeited.

iii. Fraud:

You/Bank must not act in a fraudulent manner. If **You** or anyone acting for **You** make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or make a statement in support of a claim knowing the statement to be false in any respect; or submit a document in support of a claim knowing the document to be forged or false in any respect or if the **Bank** assists you wilfully in a fraudulent manner with any of the above; or **You** make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your/Bank** connivance then: We shall not pay the claim; We may at our option declare the Policy void; We may inform the police of the circumstances.

6. IMPORTANT NOTE:

Payment of **loss** under this **Policy** reduces the liability of the Underwriters for any other losses **Insured** by this **Policy**. The total limit of liability shall not be reinstated or increased except up to the maximum remaining aggregate limit subject to the uninterrupted payment of Annual Premium.

Loss incurred during **Cash withdrawals** made by any person other than the **accountholder** is specifically excluded.

The **Insurance** offered herein shall only be applicable if the **accountholder** suffers **loss of cash** whilst personally withdrawing the amount from the **ATM** from any scheduled **Bank** in Pakistan.

Mysterious disappearance of items is not insured.

7. POLICY RENEWAL:

The **Policy** renewal is automatically renewable upon completion of **Period of Insurance** unless and until **Bank** advise **Us** to stop the renewal

8. CLAIM PROCEDURE:

Please comply with the following procedures to obtain authorization with the minimum delay. Failure to observe these procedures will invalidate **your** claim.

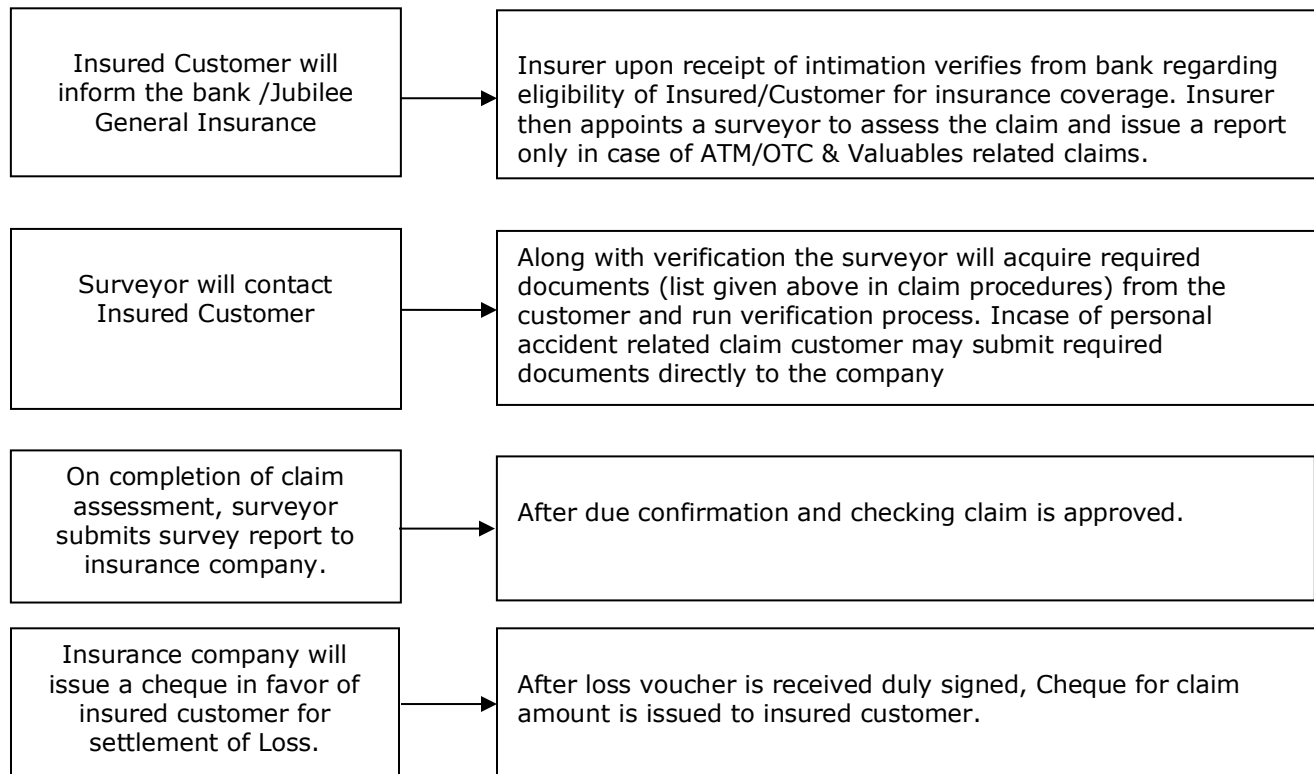
- a) In case of Insured event, **you** must inform to us or Bank or Insurance Company as soon as practicable but not later than 72 hours for **Insured event 1, 2, & 3**. Claim notification for **Insured event 4** shall be done within 30 days.
- b) Immediately notify the appropriate Police authority and obtain a Crime reference number and FIR (Mandatory FIR requirement for **loss of cash/wallet/mobile claim** worth Rs. 10,000 and above. For claims worth below Rs. 10,000 mandatory Roznamcha submission will suffice).
- c) Immediately notify the **Bank** that has issued the **ATM Card** was snatched from **your** possession at the time of the **event Insured** under this **POLICY**.
- d) Complete the **claim** form fully which shall be provided to **You** by the **Surveyors /Bank** and return it to the **Surveyors/Bank** along with the complete documentation/Proofs in accordance with their instructions and in any event within 15 days of the **Insured Event** together with supporting documentation including but not limited to:
 1. Filled Claim form.
 2. Copy of FIR
 3. Copy of CNIC
 4. Bank / Account Statement of past 6 (Six) months from the incident date.
 5. ATM withdrawal slip (If Available) Confirming the date/time and transaction amount
 6. Original Bill(s) of Valuables claimed with their reasonable replacement cost (If Available).

7. Copy of the replaced Official Identification Papers and bills corresponding to the replacement/Reissuance cost.
8. Any other document / Proof required by surveyors.
9. CCTV Footage from the relevant bank.
10. In case of death – a Death Certificate by Union Council/ Municipal Authority, Death Certificate issued by doctor/ Hospital, Succession Certificate, Confirmation from NADRA for cancellation of CNIC
11. In case of Disability Hospital bills & Copy of Doctors Certificate /Medical Legal Officer's certificate from hospital.

- e) Cooperate with the third-party surveyors who may/will be appointed by **Us** to assess the **loss**.
- f) **Deductible: Claim** Management Expense shall be deducted from the **Claim** Amount (if Payable) i.e., 5% of sum Insured shall be applicable in case of **Loss of Valuables** (wallet + mobile) claims only.

CLAIM PROCESS:

In order to facilitate the Customer in the event of Loss/damage please note the following procedure is to be followed:



Contact Information for Claim Intimation:

Jubilee General Insurance Company Limited

Monday to Friday

9:00 to 5:00

Mr. Hassan Ali
hassan.ali@jubileegeneral.com.pk

021- 32416022-26 (EXT: 2533)

Ms. Amra Siddiqui
amra@jubileegeneral.com.pk

021- 32416022-26 (EXT: 2535)

Ms. Zeba Parveen
zeba.parveen@jubileegeneral.com.pk

021-32416022-26(EXT:2534)

Escalations:

Ms. Faranaz Surani
Faranaz.surani@jubileegeneral.com.pk

021-32416022-26 (EXT:2532)

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