## **Annexure - A**

# **Policy Terms & Conditions**

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

This Policy is underwritten by Jubilee General Takaful Operator Limited for the Habib Bank's Employee banking *Customers* in Pakistan for a period of not over 12 months as defined under period of Takaful 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 Takaful 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 Takaful 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 Takaful Operator** will provide the Takaful as stated in this Policy. Any declaration **you** make or undertaking by the **Bank** to pay the Contribution, will form the basis of the contract and be part of the Policy. This Policy is evidence of a **contract of Takaful**. The contract comes into force when **the Takaful Operator** has received and accepted the application and the correct Contribution in full. The Policy contains details of the Takaful cover **you** have obtained, what is excluded from the cover and the conditions of this Takaful.

## 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 <a href="www.jubileegeneral.com.pk">www.jubileegeneral.com.pk</a>

## 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 Takaful** up to the **Policy Limits** after deducting the applicable **Deductibles** subject to the terms, exclusions, limitations, and conditions of this **Policy**.

#### **Covering Clause 1: Loss of Cash Withdrawn from ATM**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.

## **Covering 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.

## **Covering 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 Covered EventCovered Event and within Prescribed Time of 1 hour of withdrawal and Radius of 1.5Km from ATM/OTC across Pakistan.

## **Covering Clause 4: Personal Accident Takaful**

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 Covering Clause 4:**

Covering 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 Takaful 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 **Participant** is traveling.

**Accidental Medical** Medical Expenses incurred by the Participant as a result of Bodily injury caused

by an accident solely and independently of any other cause which necessitates **Expenses** 

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.

means the cash withdrawn by You using Your ATM Card at an ATM or OTC Cash

transactions using Your Cheque at any branches / cash counters/offices and/or

banking booth(s) of the **Bank**.

means cheque signed by You and drawn on the branch of the Bank where You Cheque

maintain your account, presented by You for encashment at any branch of the

**Bank** 

means a natural person who maintains one or more account(s) with the Bank Customer

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)

**Covered EventCovered 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 Takaful (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 Takaful** Twelve (12) consecutive calendar months subject to **Contribution** by the **Bank** 

itself for *Takaful 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/PMD Means this Participant Membership Document is issued to You by Us. Comprising of all

the terms and conditions of the coverage.

This document may be called Participant's Membership Document (herein after referred to

interchangeably as "scheme" or "policy") as defined in the Takaful Rules, 2012

**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 the Participant 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 Participant 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 Covered EventCovered Event

**Territorial Limit** Any Where within Pakistan.

We/Us/Our/ Takaful Operator

means Jubilee General Insurance Company Ltd - Window Takaful

Operation

You/Your/ Participant

means a **Customer** of the Bank who is **covered** under this **Takaful** as described

in this **Certificate** from **Us**.

## 3. EXCLUSIONS

This Takaful 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;

## Covered EventCovered 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.
- I) 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

#### **Covered 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 **Participant** 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 **Participant** 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 **Participant** 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 **Participants** own criminal act.
- h) In the **event** of any **accident** hereby **covered** against happening to the **Participant** notice thereof in writing shall be given to the **Takaful Operator** within forty five (45) days of the **occurrence of the accident**, The **Participant** or his legal personal representatives shall, at his or their own expense, forward to the **Bank** &/or **Takaful Operator**, 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 **Takaful Operator**, 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 **Takaful Operator** 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 **Takaful Operator** and such information as is required by the conditions of this **Policy** shall have been furnished
- i) If required by the *Takaful Operator*, the Medical, Surgical, or other Agent of the *Takaful Operator* shall, in case of any *accident* to the *Participant* be admitted at all reasonable times to see and examine the nature of the injury sustained by the *Participant* whilst the *Participant* is suffering from the effects of the same, and in the event of *death* to make a post-mortem examination of the *Participant*.

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

**We** are entitled to cancel this **Takaful** at any time by giving **Bank** not less than 30 days prior notice. In such case the **Contribution** 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 **Takaful Operator** 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 Takaful** shall be conditional upon payment in advance of the appropriate **Contribution** 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 **Takaful Operator** or any right of action against the **Takaful Operator** in respect of any *claim*. If the **Takaful Operator** shall *disclaim* liability to the **Partipant** 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 **Participant** of the terms and conditions of this **Policy** and any endorsement which may be made here on shall be a conditions precedent to the **Participant** rights to recover hereunder and if the **Participant** either in the proposal aforesaid

or in any statement made on any renewal of this Takaful or in connection with any claim hereunder makes any misrepresentation or misstatement or omission the **Policy** shall be void and Contributions 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 **Participant** 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 Contribution.

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

The **Takaful** 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 covered.

#### 7. POLICY RENEWAL:

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

## 8. CLAIM PROCEDURE:

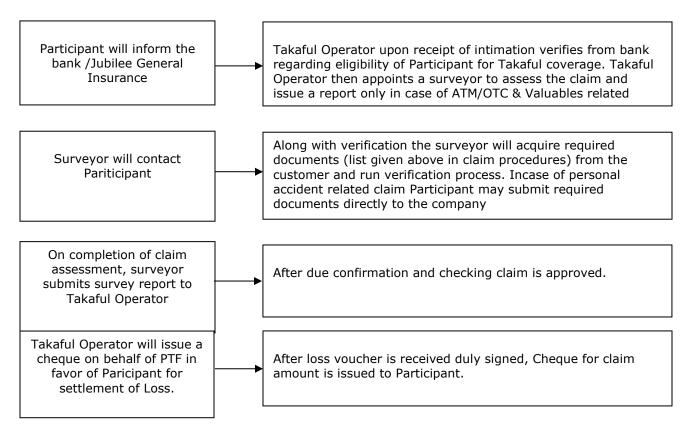
Please comply with the following procedures to obtain authorization with the minimum delay. Failure to observe these procedures will invalidate **your** claim.

- a) In case of Covered Event, you must inform to us or Bank or Takaful Operator as soon as practicable but not later than 72 hours for Covered Event 1, 2, & 3. Claim notification for Covered 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 Covered** 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 Covered 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) <u>Deductible:</u> Claim Management Expense shall be deducted from the Claim Amount (if Payable) i.e., 5% of sum covered 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- Window Takaful Operations Limited

Monday to Friday 9:00 to 5:00

Mr. Hassan Ali 021- 32416022-26 (EXT: 2533)

hassan.ali@jubileegeneral.com.pk

Ms. Amra Siddiqui

amra@jubileegeneral.com.pk 021- 32416022-26 (EXT: 2535)

Ms. Zeba Parveen 021-32416022-26(EXT:2534)

zeba.parveen@jubileegeneral.com.pk

**Escalations:** 

Ms. Faranaz Surani 021-32416022-26 (EXT:2532)

Faranaz.surani@jubileegeneral.com.pk

# Annexure - B

# CONTINENTAL SCALE OF BENEFITS USED FOR PERSONAL ACCIDENT CLAIMS

Description of Permanent Disablement	<u>Percentage of Maximum</u> <u>Benefit Payable</u>
Loss of both hands	100%
Loss of both feet	100%
Complete and irrecoverable loss of sight in both eyes	100%
Complete and irrecoverable loss of sight in one eye	50%
Loss of one hand and one foot	100%
Loss of right arm or hand *	60%
Loss of left arm or hand*	50%
Loss of one leg or foot	50%
Loss of thumb of right hand *	20%
Loss of thumb of left hand	15%
Loss of index finger of right hand *	15%
Loss of index finger of left hand *	10%
Loss of any other finger of right hand	6%
Loss of any other finger of left hand	5%
Loss of big toe	5%
Loss of any other toe	3%
Complete and irrecoverable loss of both ears	40%
Complete and irrecoverable loss of hearing in one ear	10%

<sup>\*</sup> Percentages are revised for left-handed people.

