

TERMS AND CONDITIONS

1. These terms and conditions ("**Terms and Conditions**") shall apply to the ATM – Cash Withdrawal & Valuables with Personal Accident Insurance (the "**Insurance**") provided by the Bank as a complimentary value addition to the eligible Account Holders of the Bank. The expression "**Bank**" refers to Habib Bank Limited, its successors and/or assignees and the expression "**Account Holder**" refers to the person who has a salary active HBL @Work conventional current account and shall include his/her legal heirs, legal representatives, nominees, executors, administrators and permitted assigns.
2. Conventional current account refers to accounts opened in HBL branches excluding mudarba and musharka based accounts opened in Islamic branches and windows.
3. The Account Holder hereby consents to these Terms and Conditions through availing the benefit of the Insurance and acknowledges that such benefit may be enjoyed by him/her and his/her legal heirs (as applicable) subject to compliance by the Account Holder of these Terms and Conditions and the Insurance policy terms issued by Jubilee General Insurance Company Limited ("**JGI**") attached hereto as Annexure A (the "**Policy**"). The Account Holder agrees that the terms of the Policy are binding upon the Account Holder and JGI and acknowledges that the Bank undertakes no obligations or liability with respect to the Policy save for the obligation to pay premium for the Insurance availed by the Account Holder.
4. The Account Holder agrees that the Account Holder shall be eligible for the Insurance subject to him/her meeting the eligibility criteria below:

S. No	Eligibility Criteria
Band 1	Accountholders maintaining average balance of PKR 25000 for consecutive 2 months will be eligible for insurance.
Band 2	Accountholders maintaining average balance of PKR 200,000 for consecutive 2 months will be eligible for insurance

The Account Holder shall be enrolled in either of the above option plans based upon average balance maintained for consecutive two (2) months in his HBL @Work conventional current account. At the instance of claim, the Account Holder will be able to avail only one option plan based upon the pre-defined eligibility criteria. Determination of whether the Account Holder meets the above eligibility criteria or not shall be at the sole discretion of the Bank and the Account Holder agrees to the Bank's right as the final decision making authority in such case, with its decision being final and binding for all.

5. The Bank, at its sole discretion, may at any time discontinue the complimentary provision of the Insurance and may at any time revise these Terms and Conditions for any reason whatsoever by updating HBL's website. The Account Holders are bound by any such revisions and should therefore periodically visit HBL's website to review the current Terms and Conditions.
6. The Account Holder acknowledges and agrees that JGI shall be responsible for all claims with respect to the Insurance and the Policy initiated by the Account Holder and the Bank disclaims all responsibility and liability with respect to the processing of or decision regarding the same. All disputes in relation thereto must be initiated by the Account Holder directly with JGI.
7. The Account Holder hereby irrevocably undertakes that they shall indemnify and keep the Bank and its shareholders, affiliates and associates and their respective directors, officer, employees, servants and agents (the "**Indemnified Parties**") harmless against any damage / loss sustained or costs / expenses borne as a result of a breach by the Account Holder of any of these Terms and Conditions and / or the Policy and / or any damage / loss sustained or costs / expenses borne as a result of any representation or warranty made by the Account Holder under the Insurance / Policy or any other documents or any notice or communication made pursuantly proving to be false or misleading.
8. These Terms and Conditions shall be governed by and construed in accordance with the laws of Pakistan.

Annexure - A

Policy Terms & Conditions ATM – Cash Withdrawal & Valuables 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 item # 2(m) and renewable as per terms and condition of this POLICY and the Agreement whereby the Bank is authorized to inform about this Insurance to banks'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 branch/office of the **Bank** who issued **your** documents. **You** may also contact **Us** through phone on 021 – 111 – 654 - 111 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

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

The loss of **Cash** directly because of robbery, armed hold-up and/or forced snatching of money within the **Prescribed Time Limit** or **Radius** (whichever comes first) which **You** withdraw from **Your Account** at the cash counter(s) at the HBL **Bank's** branch(es) and/or office(s) and/or banking booth(s) 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, Watch, Jewellery, Mobile and Keys) directly because 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 across Pakistan.

Insuring Clause 4: Personal Accident Insurance

Personal Accident covers resulting in Accidental death or permanent 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 during the POLICY period by reason of bodily injury caused by accidental external & visible means and independent of any other cause.

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*.

- a. **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**

- b. **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.
- c. **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
- d. **Bank** : means Habib Bank Ltd. Pakistan
- e. **Beneficiary** : In case of Accidental Death, the nominee/blood relative as defined under the POLICY beneficiary shall be the legal heirs.
- f. **Cash** : means the cash withdrawn by **You** using **Your ATM Card** at an **ATM** or using **Your Cheque** at any branch of the **Bank**.
- g. **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**
- h. **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
- i. **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 (if payable on behalf of PTF)
- j. **Insured Event** : means violent, forcible and visible robbery, armed hold-up and/or snatching of **Cash** and/or **ATM Card** from **Your** Custody.

Loss of valuables (wallet+mobile) due to ATM/ loss and within the prescribed time and radius limit.

Personal Accident Insurance (Accidental Death and Permanent Disability Only) incurred due to ATM/ loss and within the prescribed time and radius limit

means over the counter at any of the **Bank's** branches/offices Where teller facilities are available.

- l. **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

- m. **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**.

- n. **POLICY** : Means this Policy is issued to **You** by **Us**. Comprising of all the terms and conditions of the coverage

- o. **POLICY Limit** : **For Covering Clause 1&2 - Loss of Cash Withdrawn:**
ATM/ Cash Withdrawal limit for customer
Maximum of Rs. 25,000/= Per Transaction and Rs. 50,000/= in annual aggregate of cash withdrawn from ATM / /per year.

For Covering Clause 3 - Loss of Valuables:

Means **Insured Event** during the **Period of Insurance** up to maximum of Rs. 25,000/= in an annual aggregate, In consequence of incident Insured under section 1&2

For Covering Clause 4-Personal Accident Insurance

Personal Accident Insurance for Maximum of Rs. 300,000 per accountholder in case of accidental death / disability only, as a consequence of incident covered under section 1&2

- q. **Prescribed Time Limit** : **Covering Clause 1,2,3 & 4** : means a period of 1 hour from the time the **Cash** is withdrawn from the **ATM** and/or the **Bank's** Kiosks, by **You** or cash is withdrawn by **You** from **Your** account,
- r. **Radius** : means a distance of 1.5 kilometers across Pakistan in any direction from the **ATM** 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** .
- s. **Valuables** : **Means Your** Wallet itself, non-Cash contents such as reissuance of ID (such as **Your** CNIC, **Your** Passport, **Your** Driving License), Watch, Jewellery, Mobile and Keys while in **Your** custody at the time of happening of the **Insured Event**
- t. **Territorial Limit** : Any Where within Pakistan.
- u. **We/Us/Our/Insurance Company** : means Jubilee General Insurance Company Ltd
- v. **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 (f) above.
- f) Loss of valuables other than the **Valuables** defined in item # 2 (q) 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 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 Operator 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 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 Insurance 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 Insurance 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 shall be payable on behalf of PTF within one calendar month after, such incident and the cause and result thereof shall have been proved to the satisfaction of the Insurance Operator and such information as is required by the conditions of this POLICY shall have been furnished
- i If required by the Insurance Operator, the Medical, Surgical, or other Agent of the Insurance Operator 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 take all reasonable precautions at all times 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 the Us, in writing or by telephone 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 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 Insurance** shall be conditional upon payment in advance of the appropriate Premium due for that period.

e. 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 provider or any right of action against the Insurance Operator in respect of any claim. If the Insurance Operator 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.

f. 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.

g. 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. 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 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 31 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 Banks 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)
 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. Death Certificate by Union Council & Hospital bills (in case of PA claim)
- e Cooperate with the third party surveyors who may/will be appointed by **Us** to assess the loss.

7. Deductible:

Claim Management Expense shall be deducted from the Claim Amount (if Payable on behalf of PTF) Rs.500per loss for Cash & 5% of sum Insured shall be applicable in case of Loss of Valuables (wallet + mobile) claims

8. 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.

9. POLICY Renewal:

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

Other Terms & Conditions: This POLICY is subject to the following:

1. All terms and conditions & exclusions are as per Jubilee General's Policy wordings.
2. Subject to the compliance of all regulatory requirements with regard to 'Bancassurance coverage.
3. Mandatory FIR requirement for loss of cash/wallet/mobile claim.
4. Mysterious disappearance of items is not insured.
5. Risk of Terrorism and Sabotage are not Insured
6. Wallet Insurance excludes coverage of cash/personal money
7. Coverage of wallet/mobile/ Cash withdrawals made by any person other than the accountholder is specifically excluded.
8. The coverage offered herein shall only be applicable if the accountholder suffers loss of cash /wallet / mobile whilst personally withdrawing the amount from the ATM from any Scheduled Bank and of subject Bank across Pakistan.
9. Claims, if any, shall be settled directly with the accountholder upon receipt of all the requisite documents required by the Insurance Operator.
10. Coverage for loss of wallet, loss of Mobile is in conjunction with loss of cash insurance (ATM/) caused by the same occurrence and event and within the radius and Time frame assigned for ATM/ Insurance clause.