

UAN: +92 (21) 111-11-5433 Tel: +92 (21) 38677100, 37134900 Fax: +92 (21) 38630011 www.adamjeelife.com

# HUMAN RESOURCE DEPARTMENT

# \*JOINING REPORT\*

NAME	:	Hamza Ahmad Kirmani
STAFF NO	:	
POSITION TITLE	;	Bancassurance Sales Representative (BSR)
DEPARTMENT	:	MCB Bancassurance (Hybrid)
DATE OF JOINING	:	
BRANCH LOCATIO	ON:	
CITY	:	Peshawar
EMPLOYEE'S SIGN	IATUR	E SUPERVISOR HUMAN RESOURCE



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# SERVICE AGREEMENT

This Service Agreement is made on date 16/2/2024

#### BY AND BETWEEN

Adamjee Life Assurance Company Ltd., a public limited company incorporated under the Companies Act 2017, regulated by the Securities and Exchange Commission of Pakistan, having its Registered Office at Suite 505, 5th Floor Islamabad Stock Exchange Towers, Jinnah Avenue, Blue Area Islamabad, and Principal Business Office at 3th and 4th Floor, Adamjee House, I. I Chundrigar Road, Karachi (Hereinafter referred to as the "Company").

#### AND

Mr. Hamza Ahmad Kirmani S/o D/o W/o Shakeel Ahmad, resident of <u>Gulbahar No.4 Peshawar</u>, <u>Peshawar</u>, holding CNIC No: <u>17301-6806102-1</u> (Hereinafter referred to as the "Agent")

#### RECITALS

WHEREAS, the Company offers Bancassurance Sales Representative (BSR); and

WHEREAS, the Company and the Agent are willing to enter into an Agreement whereby the Agent shall solicit and procure Individual life insurance business and other financial services products offered by the Company and Provide efficient service to policy holders and carry out other responsibilities as set out in Clause 1 of this Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants and promises made by the Parties hereto, the Company and the Agent (hereinafter individually referred to as a "Party" and collectively as "Parties") covenant and agree as follows:

### 1. Responsibilities of "Agent"

## The "Agent" Shall:

- Solicit and procure Individual life insurance business and other financial services products offered by the Company and Provide efficient service to policy holders;
- Perform the responsibilities/duties as mentioned in his/her job description;
- Deposit with the Company any premiums collected by him/ her on Company's behalf as soon as
  practicable but not later than two weeks from receipt by the Agent and until such amounts are lodged
  with the Company, the money collected will be deemed to be held on Trust for the Company;
- Not advertise, issue circulars or letters to prospects/ policy holders without obtaining Company's prior written approval;
- e) On behalf of the Company, not make any commitment, modify or discharge any contract and incur any liability or debt.
- f) Be required to complete a foundation course of Ninety (90) days and acquire complete knowledge about the product which the BSR will be selling in the market.
- g) Your performance will be assessed/validated on monthly basis, your aim should be to achieve and meet the minimum performance validation criteria i.e. PKR 500,000/Month. Failure to meet the performance criteria, as stated above, and where such non / short performance persists up to three instances, the management may address such unsatisfactory performance through appropriate action including by way of Termination of the Agency Agreement.



- b) Be answerable to the Relationship Officer (RO) / Relationship Manager (RM).
- Abide by the Company's rules and the provisions of Insurance Ordinance 2000 and other applicable insurance rules and regulations, relating to the Agents in force at present, and any changes made there in from time to time;
- Disclose any existing contracts of agency with other insurers/Takaful Operator, otherwise it shall be deemed to include a warranty that no other such contracts exist;
- Obtain prior written permission of the Company before entering into a contract of agency with any other insurer while this contract remains in force;
- Assist the Sales Manager in developing & implementing the annual/monthly business plan; in line with the business objectives of the assigned branches.
- Execute the sales plan including prospecting for customers and attending visits. This includes managing the portfolio of current customers and targeting new customers to achieve sales targets.
- Comply with the Daily Activity Standards (set by the Company) of BSO i.e. 24 Meet & greet, 12 Presentations, 6 Leads, 3 Fact Finds & 1 New to Bank.
- Monitor competition and customer feedback on an on-going basis and use market intelligence to review sales strategies and report the same to the Relationship Officer (RO) / Relationship Manager (RM).
- p) Drive the delivery of high quality customer experience in all branches that builds relations and credibility. This includes handling any customer issues or internal problems that require immediate attention.
- q) Manage, motivate and provide guidance to the branch staff and support them in achievement of their monthly targets.
- You will be required to enhance your technical knowledge and personal skills development.
- Submit the declaration at the time of appointment and thereafter at intervals of not less than twelve months to the Company as required under Rule 36 of Insurance Rules, 2017 (Attached herewith as Annexure A);
- Notify to the Company of any change in afore mentioned declaration within three months of that having effect, such notification to be in writing and signed by the Agent;
- u) Notify to the Company within seven days in case Agent becomes disqualified for any reason from acting as an agent. The following actions of an agent shall be treated as violations of the Ordinance, and the agent shall be disqualified from engaging into the business of insurance agency for a period of five years, namely:
  - i. Acts as agent in breach of any of the sub-sections of section 96;
  - holds the property or other documents and cover notes of the previous insurer after entering into the contract of agency with the new insurer.
  - fails to pass on the payment received from the policyholder to the insurer within the prescribed time as per sub-section (2) of section 99; and
  - receives from or pays to a policyholder or intending policyholder any sum in relation to the contract of insurance without prior approval of the insurer in violation of sub-section (3) of section 99.
- Not offer directly or indirectly any rebate of the remuneration payable to him, as an inducement, to take an Individual life insurance policy;
- w) Not deduct commission due to the Agent from premiums paid by and received from a policyholder;
- Disclose to the policyholder or intending policy-holder the fact that he / she acts as an Agent for Company and also disclose any relationship between Company and Agent;

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- y) Not hold directorship of any insurance company carrying out life insurance business;
- Provide the Company if called for information, documents, photographs etc;
- aa) Possess a minimum qualification of Higher Secondary School Certificate for person entering into agency contracts with insurers after May 08, 2017 and in the case of a natural person, that person, or in the case of a body corporate, each director, or in the case of a partnership, each partner, shall have the said qualification, and Sales Consultants shall be required to undergo a foundation course based on curriculum as approved by the commission of Pakistan within period of one year from the date of entering into agency contract and shall also be examined and certified by an institute and also attend a refresher course after every two years from the institute(s) as specified by the commission for the purposes of continued professional education.

Moreover, Agent who is matriculate or hold Secondary School Certificate and have already completed a foundation course, from previous insurer prior to February 9, 2017 ('rule date'), will be exempt from foundation course. However, he/she is required to register with an institute approved by SECP within three months of the rule date and attend a refresher course after every two years from the institute(s) as specified by the commission for the purposes of continued professional education.

#### 2. Agent's Commission:

a) The Company hereby agrees to pay commission, for so long as the Contract is in force, on amounts collected by the Agent towards New Business Premiums and or Renewal Premiums. The commission scale currently applicable is detailed below and the same may be changed any time, at the Company's sole and absolute discretion. The payment of the Commission shall be made as per company policy and after due deduction of any and all monies, payable by the Agent to Company.

In addition to the above, you are entitled to a monthly stipend as below:

Monthly Stipend	Rs. 18000 /-		

- b) The Company shall have the right to offset against any commission due to the Agent and to withhold therefrom, the amount of any debt, obligation or liability due or owing or to become due or owing or likely to become due or owing by Agent to the Company, and such withholding and offset shall not create any cause of action against the company.
- c) If the annual premium of a policy is reduced within 12 months of it issuance and another policy of the company is issued to the same life, the corresponding first year commission paid on the previous policy shall be deducted from first year commission payable on subsequent policy.
- All applicable Federal and Provincial taxes will be deducted by the Company at the time of payment of commission.
- e) The Parties agree that payment of monies to the Agent under the Contract shall be strictly conditional upon the fulfillment of the Target assigned to the Agent by the Company. In case of non/short performance by the Agent in respect of the Target, the Company reserves the right to deduct or withhold, as determined by the Company, at its sole and absolute discretion all payments due by the Company to the Agent.

#### 3. Commission Claw-back:

- a) Where a policyholder has intimated within thirteen months after the issuance of policy, to The Company that the policy was missold by the Agent and the Company subsequently determines that the policy was missold, then the entire first year commission paid to the Agent will be clawed back.
- b) If during second policy year, the annual premium of a regular premium individual Life Insurance Policy is reduced by more than 25% of the original annual premium, then the excessive reduction i.e. the difference between actual reduction and allowed reduction of 25% will deemed to be an adhoc

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premium paid by the policyholder in the first policy year. The excessive reduction in the annual premium (after adjusting for the first year allocation of premium in respect of the aforementioned excessive reduction) will be transferred to the Policyholder's investment account or unit value to give an effect that such differential premium is paid by the Policyholder along with the most recent premium payment.

c) The differential commission will be calculated by applying the difference in commission rate in the first year between a regular premium plan and single a premium plan on the excessive reduction. The differential commission will be clawed back from the Agent and retained by the Company.

#### 4. Term and Termination

- 4.1 This Agreement shall commence upon the Effective Date and continue until either Party terminates this Agreement in writing with a 15 days' prior notice.
- 4.2 The Agent will be entitled to 12 paid leaves (on prorate basis) during the year. All leaves will lapse at year end.
- 4.3 This Agreement shall stand terminated in case of:
- The Agent failing to submit the declaration as required under Rule 36 of Insurance Rules, 2017;
- The Agent failing to notify the Company in writing of any change in the information provided under above section mentioned, within three (3) months of that change having effect;
- The insolvency or Bankruptcy of either Party;
- The Agent breaching any of the conditions stated in this contract;
- The Agent misappropriating funds, have been found guilty of misconduct or breach of trust;
- Holds property or other documents and cover notes of the previous insurer after entering into the contract of agency with the new insurer;
- g) Fails to pass on the payment received from the policyholder to the insurer within the prescribed time as per sub-section (2) of section 99;
- Death or permanent and total disability of the Agent;
- The Agent is in breach of the section 96 of Insurance Ordinance, 2000;
- The Agent has been found of unsound mind by a Court of competent jurisdiction;
- The Agent has been found guilty, within the five years preceding the present date, of criminal misappropriation or criminal breach of trust, cheating or forgery or an abetment of or attempt to commit any such offence by a Court of competent jurisdiction;
- The Agent has served any custodial sentence imposed by the Court of competent jurisdiction, ending within the five years preceding the present date;
- The Agent has been found guilty by a Court of competent jurisdiction of any offence involving insurance; and
- The Agent has been otherwise declared as disqualified by the Tribunal, other than for a term which had expired prior to the present date.
- o) Notwithstanding anything contained in the Agreement/Contract, this Agreement/Contract shall be deemed to have terminated for misconduct/breach of obligations of the Service Provider in case the Service Provider is absent for a period of 3 days without prior intimation or showing plausible cause, as the case may be. Provided that the Company may, at its sole and absolute discretion, opt to codify such termination by issuance of a letter of termination and such termination shall be deemed to have taken effect on the lapse of the aforementioned 3 days period, or such other time as the Company may determine.

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#### 5. Confidentiality

- 5.1 The Agent shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.
- 5.2 Immediately upon termination of the relationship between the Company and the Agent, the Agent shall return to the Company any documents pertaining to the Company's business or any of its trade secrets which are in the Agent's possession.

#### 6. Indemnification

The Parties agree to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Party while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

#### 7. Independent Parties

The Parties are not employees or legal representatives on behalf of the other Party for any purpose. Neither Party shall have the authority to enter into any agreement or contract on behalf of the other Party. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or a business organization of any kind.

#### 8. Amendment

No amendment to this Agreement shall be effective unless mutually agreed in writing by both the Parties.

### 9. Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

#### 10. Assignment

The rights, benefits, interests and obligations arising hereunder and / or connected hereto may not be assigned, transferred and / or novated by any Party to any other third party without the prior written approval of the other Party. (such approval not to be unreasonably withheld or delayed except as expressly permitted by any provision of this Agreement).

### 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

# 12. Dispute Resolution

Disputes arising during or in relation to this Agreement shall be submitted for arbitration to a single arbitrator under the Arbitration Act, 1940. The arbitrator shall be appointed mutually by the Parties and shall be a retired judge of the High Courts of Pakistan. The arbitration shall be seated in Karachi, Pakistan and the language of arbitration shall be English.

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# Hamza Ahmad Kirmani CNIC:17301-6806102-1



#### 13. Notices

Any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by hand or recognized courier or facsimile transmission (save as otherwise stated) and shall be deemed to be duly given or made when delivered (in the case of personal delivery or courier delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by internationally recognized courier to such Party at its address or facsimile number specified below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

Company: Adamjee Life Assurance Co. Ltd

Address: [•] 3rd and 4th Floor, Adamjee House, I. I Chundrigar Road, Karachi

Agent: Hamza Ahmad Kirmani

Address: [•] Gulbahar No.4 Peshawar, , Peshawar

I have read and accept the above-mentioned terms and conditions.

I hereby acknowledge and confirm that I am no longer associated, in any kind or manner, with any other company and/or institution. If any such association, of any kind, exists then I shall notify HR Department, within 15 days of my joining, otherwise Adamjee Life Assurance Company Limited may take any action deemed appropriate whatsoever.

P.S. You are requested to return a copy of this letter duly signed by you in confirmation of the terms of this appointment.

IN WITNESS WHEREOF, the parties have set and subscribed their representative hands on the date, as mentioned above.

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 Identify that the corporate insurance agent is acting as an agent of the insurer at every meeting with the prospect and shall always ensure mentioning the name of the insurer to the prospect.

اللہ۔ ان بات کوچنی بنائے کہ کار پوریٹ انشونس ایجنٹ متوقع پالیسی ہولڈر کے ساتھ ہرمیننگ میں بیرکنندہ کے ایجنٹ کے طور پر کام کر رہا ہے اور بھیٹہ متوقع پالیسی ہولڈر کے ساتھ بیرکنندہ کے نام کا ڈکر کرنا چنی بنائے گا۔

Disseminate the requisite information in respect of the insurance products offered for sale by the insurer and take into
account the needs of the prospect while recommending/tailoring a specific insurance plan.

ب۔ بیرکنندہ کی طرف سے فرونت کے لیے ویش کی جانے والی انشورس پراؤکٹس کے سلسلے میں مطلوب معلومات کو پھیلا میں اور کسی تخصوص بیر بلان کی سفارش/ ٹیلرنگ کرتے وقت متوقع پالیسی بولڈر کی مضرور بات کو مذظر دکھیں۔

c. Indicate the premium to be charged by the insurer for the insurance product offered for sale.

For an insurance product which is bundled with any other product offered by the corporate insurance agent, mention the
cost of the insurance product and the other product separately.

e. Guide the prospect about the content, purpose and manner of filling the proposal form, explain to him the importance of disclosure of material information required under the relevant insurance contract and that non-disclosure and/or misrepresentation of material information on the proposal form may lead to refusal of claim by the insurer;

 Assist the prospect in filling the proposal form, however, utmost effort shall be made that the proposal form is, preferably, filled by the prospective policy holder himself;g.

g. Obtain the requisite documents at the time of completion of the proposal form by the prospect and other documents subsequently asked by the Insurer in connection therewith; and

h. Render such assistance to the policyholder or claimant or nominee, as may be required in complying with the requirements for settlement of claims by the Insurer.

I acknowledge the receipt of the following enclosed policies including additional access available via QR-Code scan ("Policies") from Adamjee Life Assurance Company Limited ("Company") and I hereby agree and declare my acceptance of the terms thereof, including any future amendments to the Policies, which may be notified to me by the Company from time to time.

#### Policies:

- 1. Code of Conduct and Work Ethics
- 2. Social and Interactive Media Guidelines
- 3. Whistle Blow
- 4. Acceptable Use of Policy (IT)
- 5. Bank's Code of Conduct



Agen	At m	Ciar	nati	LITTER .

Witnesses Name & Signature

NIC No: Date:

Date:

Date: 16/2/2024

Farhan Jiwani

Authorized Signature

AGM - Human Resources

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I.I. Chundrigar Road, Karachi - 74000



#### Annexure A

1.

3.

4.

6.

(a)

(b)

(c)

(d)

(e)

(f)

# STATEMENT OF DECLARATION

	<u> </u>		
I, <u>Hamza Ahmad Kirmani</u>	_S/o, D/o, W/o	Shakeel Ahmad	do here by declare that:
The information given here is I have complied with requirem qualification of an agent.			e Insurance rules concerning the require
	ide in procuring	Insurance/ Takaful pr	roposals for Adamjee Life to whom the
		with any other insure	er/ Takaful Operator without the prio
	y with the releva an agent.		dinance and the rules made there unde
Being a minor			
Having been found of unsoun	d mind by a Cour	t of competent jurisdicti	ion;
	eating or forgery		e declaration, of criminal misappropriation attempt to commit any such offence by
Having served any custodial s preceding the date of the dec		by a Court of competen	t jurisdiction, ending within the five year
Having been found guilty by a	Court of compet	tent jurisdiction of any o	offence involving insurance; or
Having been otherwise decla expired prior to the date of th		ed by the Insurance Tri	ibunal, other than for a term which had
		Signature of Applican	t
		Name of Applicant:	
		Date of Declaration:_	
WITNESSED BY			
Witness 1			Witness 2

### Important Note:

Signature: \_\_

Name:

 The declaration shall be signed by the applicant and duly attested in the presence of witness, who shall not be related to the applicant.

Signature: \_\_\_\_\_

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- II. The agent shall notify Adamjee Life of any change in afore mentioned declaration within three months of that having effect. Such notification is to be in writing and signed in the manner as described in note 1 (above).
- III. If an agent becomes disqualified for any reason from acting as an insurance agent, the agent shall within seven days notify the insurer of the disqualification and shall forthwith cease, or cause the disqualified person to cease, engaging in the business of insurance agency.



# UNDERTAKING

(Regulation 11 of Corporate Insurance Agents Regulations, 2020)

Name of Agent: <u>HamzaAhmad Ahmad Kirmani</u>

Father Name of Agent: Shakeel Ahmad

CNIC of Agent: <u>17301-6806102-1</u>

Contact #: 3078474242

Principal Office Address: 3rd & 4th Floor, Adamjee House, I.I Chundrigar Road, Karachi-7400

## Statement of Declaration

- 1. I hereby agree with the statements mentioned below and declare that:
  - a) The information given above is complete and correct;
  - I will comply with the requirements of the Insurance Ordinance, 2000 and the rules made thereunder related to the qualifications of an agent;
  - I will be engaged in soliciting and procuring insurance policies for Adamjee Life Assurance Co. Ltd. ("Adamjee Life");
  - I will identify that the \_\_\_\_\_\_ (Bank Name) is acting as an agent of Adamjee Life at every meeting with the prospect and shall always ensure mentioning the name of the Adamjee Life to the prospect;
  - I will disseminate the requisite information in respect of the insurance products offered for sale by Adamjee
     Life and take into account the needs of the prospect while recommending/tailoring a specific insurance plan;
  - f) I will indicate the premium to be charged by Adamjee Life for the insurance product offered for sale;
  - g) For an insurance product which is bundled with any other product offered the Bank, I will mention the cost of the insurance product and the Bank product separately;
  - I will guide the prospect about the content, purpose, and manner of filing the proposal form and also explain to him the importance of disclosure of material information required under the relevant insurance contracts and that non-disclosure and/or misrepresentation of material information on the proposal form may lead to refusal of claim by Adamjee Life;
  - I will assist the prospect in filing the proposal form, however, I will make utmost efforts that the proposal form is, preferably, filled by the prospective policyholder himself;
  - I will obtain the requisite documents at the time of completion of the proposal form by the prospect and other documents subsequently asked by Adamjee Life in connection therewith; and
  - I will render such assistance to the policyholder or claimant or nominee, as may be required in complying with the requirements for settlement of claims by Adamjee Life.

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- 2. I further agree and hereby declare that I shall NOT:
  - Solicit or procure insurance business without undergoing the certification process;
  - Give information to the prospect which deviates from the information provided by Adamjee Life with regard to the insurance product;
  - c) Induce or misguide the prospect to avoid disclosing any material information in the proposal form;
  - Induce or misguide the prospect to submit incorrect information in the proposal form or documents submitted to Adamjee Life for acceptance of the proposal;
  - e) Behave in a discourteous manner with the prospect;
  - f) Interfere with any proposal introduced by any other Specified Person (Agent) or any insurance agent of Adamjee Life;
  - g) Offer different rates, benefits, terms and conditions other than those offered or agreed by Adamjee Life;
  - b) Demand or receive a share of proceeds from the policyholder or claimant or nominee under an insurance contract;
  - Force a policyholder to terminate the existing policy and to effect a new proposal from him within three years from the date of such termination; and
  - j) Become or remain a director of any Insurer (or Insurance Company or Takaful Operator).

I have read and understood the aforementioned statements (requirements) and, I am aware of and agree that any non-compliance of these statements, engagement in misseling, misleading or deceptive conduct in the sale of insurance products will result in my disqualification for a period of not less than three (3) years and my name will be entered by Adamjee Life in the S-Reference Register (S-Register).

<del>, ,</del>	
Signature of Agent	Date:
Witness	
	Date:
Name:	
CNIC:	

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