

**ENAYA – Life Basic Plan - Policy Wording****GENERAL CONDITIONS****Article 1 : Contract**

This Policy and the proposal therefore, a copy of which is attached hereto and made a part hereof, constitute the entire contract between the parties. All statements made by the Life Assured or made by the Policyholder in cases where the Policyholder and the Life Assured are different persons shall, in the absence of fraud, be deemed representations and not warranties. No such statements shall avoid this Policy or be used in defense of a claim hereunder, unless such statements is contained in said proposal and a copy thereof attached to the Policy when issued. If the Policyholder or the Life Assured has omitted to declare or declared incorrectly an important fact with the intention to mislead the Company in the appreciation of the risk, such omission or false declaration, once discovered by the Company, renders this Policy of no further force and effect and the premiums and extra premiums paid shall remain the property of the Company.

Special Provisions shall be valid only when endorsed on this Policy or confirmed in writing by the Company.

No agent but only the General Manager or such person duly authorized by the Board of Directors has the power on behalf of the Company to issue permits, to extend the time for the payment of a premium, or in the event of lapse to reinstate this Policy or in any way to modify this contract.

**Article 2 : Incontestability**

This Policy shall be incontestable after it shall have been in force during the Life time of the Assured for a period of two years from its date of commencement or reinstatement, except for non-payment of premium and or loan interest and except for violation of any condition herein or which may be endorsed on this Policy.

**Article 3 : Premium and Taxes**

All premiums for this Policy, as stated on the Policy Schedule, are due and payable in advance at the Head Office of the Company or to any authorized Accountant, Branch Manager, Agent or Cashier of the Company upon delivery of the Company's receipt signed by an Executive Officer of the Company. The mode of payment of premium may be changed so as to be payable annually and/or single upon written request sent to the Company thirty days before the policy anniversary date.

If any premium shall have been paid before the date it falls due and if the Assured dies before the said date, the said premium shall be paid to the beneficiary as part of the proceeds of this Policy. If this Policy becomes a Claim by death during the first Policy year, any unpaid portion of the annual premium for that year shall be deducted from the amount payable hereunder. Premiums are payable to the Company in full together with the relative fiscal dues, stamp duty and any other legal charges which are to be borne by the Assured, unless specifically stated otherwise in the Law.

**Article 4 : Grace**

A grace of one month or thirty days (whichever period is the longer) shall be granted for the payment of every renewal premium after the first annual premium, during which period of grace the assurance shall continue in force. If death occurs within the period of grace, the overdue premium shall be deducted from the amount payable hereunder.

Should the Company have exceptionally agreed to the monthly payment of premiums hereunder, the said grace period shall be reduced to fifteen days.

Failure to pay any premium prior to the expiration of the period of grace shall constitute a default in premium payment.

If such default occurs before two annual premiums have been paid, this Policy, shall upon the said default be of no further force and effect and the premiums and extra premiums paid shall remain the property of the Company.

**Article 5 : Freedom from Restrictions:**

This Policy is free from restrictions upon the Life Assured in respect of travel, residence, or occupation, except as specifically provided for hereinafter.

**Article 6 : Assignment:**

The Policy may be assigned. However, no assignment shall be binding upon the Company until the original assignment, duly acknowledged before a Notary Public or a certified copy of the same, is filed at its Head Office together with the Policy for Endorsement. The Company assumes no obligation as to the effect, sufficiency or validity of any assignment. All assignments shall be subject to any indebtedness to the Company on this Policy.

**Article 7 : Adjustment due to Age:**

The Company reserves the right to require proof of age of the Life Assured before paying any claim under this Policy. If such age has been understated at the time of effecting this assurance, the amount payable under this Policy shall be that amount of assurance which the premium paid would have purchased at the correct age according to the Company's premium rates at the effective date of this Policy, If such age has been incorrectly overstated, the surplus premiums paid, if any, shall be reimbursed to the Policyholder or the beneficiary without any interest added to, or charges deducted from, such surplus premiums paid. Notwithstanding anything to the contrary herein, the Company always reserves the right to refund any or all premiums paid, less any legal, technical or mathematical charges and taxes, and without any interest added, whenever the age of any Life Assured has been so incorrectly understated that the Company, not having had a published premium rate for the same Policy and the true age at the effective date of the Policy, would not have issued such Policy.

**Article 8 : Settlement of Sum Assured:**

All settlements under this Policy shall be made at the place of issue of such Policy, unless otherwise provided for in the special provisions of the Policy within thirty days after presentation of the documents which include in particular, the Policy, birth certificate or similar document, if the age was not previously admitted, and the receipt of the last premium payment. In case of death of the Life Assured the Documents will include in addition to the above mentioned, the death certificate, an affidavit of the attending physician and the proof of the beneficiary. The Company should be notified of the occurrence of death of the Life Assured as soon as possible. The proceeds of this Policy are indivisible and shall be paid against one release issued jointly by all the beneficiaries. All debts due under this Policy shall be deducted from any money payable in any settlement of this Policy.

**Article 9 : Restrictions in Case of Death of Life Assured:**

- A. Suicide:** Should the Life Assured commit suicide, whether the assured be then sane or insane, or within two years from the commencement date or reinstatement of this policy, then the liability of the Company under this Policy shall be limited to the amount of an annual premium paid of this policy less indebtedness, if any, at the time of such death. However, the liability of the Company shall not exceed the sum assured payable at death.
- B. Deliberate Killing:** If the Life Assured dies by a voluntary act of the Beneficiary, the latter shall lose his rights to the sum assured, which shall nevertheless remain payable to the other beneficiaries or to those entitled to claim it.
- C. Military Service and War:** This Policy covers all risks of military service in time of peace, including the risk of death in the repression of a riot, sedition or an insurrection. However, the aviation risks of military service in the Air Force are not covered. If the death of the life Assured caused from a direct or indirect consequence of war or war-like operations. whether war be declared or not, and within six months after the termination thereof, the liability of the Company shall be limited to the amount of the mathematical reserve of this Policy at the time of such death less any indebtedness, including interest due or accrued to the Company existing against this Policy. However, the liability of the Company shall not exceed the sum assured payable at death.
- D. Aviation:** Should the death of the life assured be a result, whether directly or indirectly, of travel or flight in or on any type of aircraft, except as a passenger in an aircraft operated by a commercial passenger airline as Scheduled air service over an established passenger route, then the liability of the Company will be limited only to the amount of the mathematical reserve of this Policy less any indebtedness, if any, at the time of such death. However, the liability of the Company shall not exceed the sum payable at death.

**Article 10: Optional Modes of Settlement:**

Any payee may elect to receive the proceeds of this Policy in installment instead of in single sum in such manner as may be mutually agreed upon with the Company.

**Article 11: Jurisdiction:**

Any differences arising in respect of this Policy or in carrying out its terms shall be brought before the competent courts of the place in which the Policy was issued.

**Special Provisions and Endorsements**

Notwithstanding anything contained therein to the contrary and subject to terms, conditions and limitations as laid down in this Policy and the Supplementary Contracts attached to it if any, it is hereby agreed and guaranteed that In case of death of the life assured at any time during the Policy period and provided the Policy is in force the Company will pay full Sum Assured and the contract terminates.

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