

ENAYA – Life Enhanced 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 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, semi-annually, or quarterly or monthly 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 premium after the first, 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 and or Supplementary Contacts 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 the mathematical reserve 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, it is hereby agreed and guaranteed that:

1. In case of death of the life assured at any time during the Policy period and provided that the Policy is in force the Company will pay full basic sum assured and the contract terminates.
2. In case of accidental death of the life assured at any time during the Policy period and provided that the Policy is in force the Company will pay 200% of basic sum assured and the contract terminates.
3. In case of Permanent Total Disability due to accident and or sickness of the life assured at any time during the Policy period and provided that the Policy is in force the Company will pay the basic sum assured in five equal installments.
4. In case of Permanent Partial Disability due to accident of the life assured at any time during the Policy period and provided that the Policy is in force the Company will pay a percentage of the basic sum assured.
5. In case of defined Critical Illness of the life assured at any time during the Policy period and provided that the Policy is in force the Company will pay 50% of the basic sum assured.

ACCIDENTAL DEATH BENEFIT

THIS SUPPLEMENTARY CONTRACT forms a part of the Policy to which it is attached, and is valid only if the above Supplementary contract stated in Policy Schedule of said Policy or is endorsed on said Policy. It is Issued to the life assured stated on the Face of said Policy herein called the Insured in consideration of the premium applicable to this Supplementary Contract stated in Policy Schedule of said Policy.

THE COMPANY will pay under this Contract to the Beneficiary or Beneficiaries stated in Policy Schedule of said Policy in addition to the amount payable there under, a sum equal to the Amount Assured payable in case of death and stated in Policy Schedule of said Policy, upon receipt at the Office of the Company specified In said policy of due proof of the death of the Insured as a direct result, independently and exclusively of all other causes, of bodily injuries effected solely by external violent and accidental means of which (except in the case of drawing or of Internal injury revealed by autopsy) there is evidence of a visible contusion or wound on the exterior of the body.

PROVIDED: (1) that such death shall have occurred while said Policy and this Supplementary Contract are in full force, and prior to the anniversary of said Policy nearest to the sixtieth birthday of the Insured and (2) that all premiums under said Policy and this Supplementary Contract shall have been duly paid: and (3) that said Policy shall not then be In force by virtue of any non-forfeiture provisions thereof: and (4) that death shall have occurred within ninety days from date of such injures, and

PROVIDED FURTHER that death shall not have occurred directly (a) as a result of self-destruction or any attempt thereat while sane or insane, or injuries intentionally inflicted by any person or persons or by the Insured upon himself: or as a result of disease or illness of any kind, or of physical or mental infirmity; (b) as a result of travelling In a submarine or of travel or flight either as a passenger or otherwise, in an airplane or in any other type of aircraft except as a passenger in an aircraft operated by a commercial passenger airline on a scheduled air service over an established passenger rout, (c) as a result of war, declared or undeclared, riot, insurrection or any act incident thereto. Or as a result of injuries. Contracted or sustained by the Insured while performing any form of police duty, or while violating or attempting to violate the law, or in committing an assault resisting arrest, or from service in any military or naval organization, (d) as a result of any poison gas or fumes, voluntarily or involuntarily, accidentally or otherwise taken. Administered, absorbed or

inhaled, (e) as a result of ptomaine or from bacterial infection (except phylogenic infection which shall occur with and through an accidental cut or wound).

The Company shall have the right and opportunity to examine the body of the Insured and to make an autopsy unless forbidden by law.

If the premiums continue payable under said Policy after the anniversary of said Policy nearest to the sixtieth birthday of the Insured, this Supplementary Contract shall nevertheless terminate and be of no further force or effect, and the additional premium, shall cease on the anniversary of said Policy nearest to the sixtieth birthday of the Insured.

This supplementary Contract may be cancelled by the Insured on any premium due date by written notice with the return of said Policy and this Supplementary Contract for endorsement of cancellation.

This Supplementary Contract shall automatically terminate and be of no further force or effect if any premium on said Policy or on this Supplementary Contract be unpaid at the end of the period of grace under said Policy provisions or otherwise terminated or if any claim be allowed under said Policy or any Supplementary Contract attached thereto and made part thereof for benefits in the event of total and permanent disability of the Insured, or If the Insured is adjudged insane, or If the Insured becomes a member of the military, naval or air forces of any country at war, declared or undeclared, or If the Insured becomes a member of any auxiliary or civilian non - combatant unit serving with the military, naval or air forces of any country at war; declared or undeclared. The unearned portion of the last additional premium paid therefore be refunded upon such termination.

Whenever this Supplementary Contract shall be cancelled or otherwise terminated, the additional premium shall be no longer payable and the unearned portion, if any, of the additional premium paid which covered the period during which termination or cancellation became effective, together with any additional premiums paid which fell due after termination or cancellation, shall be refunded by the Company. The subsequent payment or acceptance of any premium hereunder shall not create any liability except for the return of such premium.

- A. This Supplementary Contract shall be part of said Policy and the provisions of said Policy other than those relating to self-destruction and are hereby referred to and made a part hereof, except, that:

- B. The provisions of the Policy as to Incontestability shall not preclude the Company from requiring as a conditions to recovery hereunder, due proof that death occurred through accidental means, within the terms of this Supplementary Contract.
- C. The provisions of said Policy as to Age shall apply hereto except that if at the Issue of this Supplementary Contract the age of the Insured next birthday, is greater than sixty years, this Supplementary Contract shall be void and of no value except for the return, upon demand after discovery of such fact as to age of the additional premiums hereon actually paid to and received by the Company.
- D. This Supplementary Contract shall not be reinstated under the reinstatement provisions of the Policy unless said Policy is in full force with no premium In default thereon, or unless said Policy has been reinstated.

IN WITNESS WHEREOF, the Company has caused this Supplementary Contract to be executed as of inception date of the policy which is the date of commencement of this Supplementary Contract.

TOTAL AND PERMANENT DISABILITY BENEFIT SICKNESS/ACCIDENT

This Supplementary Contract forms a part of the policy to which it is attached, and is valid only if the above Supplementary Contract is stated in Policy Schedule of said Policy or is endorsed on said Policy, it is issued in consideration of the premium applicable to this Supplementary Contract stated on the said Policy.

THE COMPANY AGREES, upon receipt of due proof in writing, that the life assured as stated in the face of said policy, hereinafter called the insured, has become totally and permanently disabled as herein defined and subject to the conditions and provisions stipulated.

TOTAL AND PERMANENT DISABILITY DEFINED. Total and permanent disability resulting from bodily injury or disease which disability wholly prevents the Insured from engaging in any and every business or occupation and from performing any work for compensation or profit and which disability has continued uninterruptedly for a period of at least six months (such disability of such duration being deemed to be permanent only for the purpose of determining the commencement of liability hereunder). The Company, however, will recognize as total and permanent disability the entire and irrecoverable loss of the sight of both eyes, or of the loss by severance of (1) both hands above the wrists or of (2) both feet above the ankle or of (3) one hand above the wrist and one foot above the ankle: (a) resulted from bodily Injury sustained or disease occurring, after the Date of commencement of this Supplementary Contract and (b) commenced prior to the anniversary of said Policy nearest the sixtieth birthday of the Insured and (c) commenced prior to any default in the payment

of a premium under said Policy and this Supplementary Contract or within the grace period allowed in said Policy for such payment. The word "disability" wherever it hereafter appears means total and permanent disability above defined and limited.

WRITTEN NOTICE AND DUE PROOF OF CLAIM. Written notice of claim hereunder must be presented to and received by the company (a) during the lifetime of the Insured and (b) during the continuance of disability and (c) within one year of the due date of the first premium in default, if there be such default. Forms for presentation of due proof of disability will be furnished by the Company on request, and, if reasonably possible, such due proof shall be presented on such forms in accordance with the requirements thereof.

PROOF OF CONTINUANCE OF DISABILITY. Notwithstanding that proof of disability may have been accepted by the company as satisfactory, the Insured shall at reasonable intervals, on demand from the Company furnish due proof in the manner aforesaid, of the continuance of such disability, but after such disability shall have continued for two full years the Company will not demand such proof more than once in each subsequent year. If the Insured shall fail to furnish such proof, or if the Insured shall become able to perform any work or engage in any business or occupation for compensation or profit, all premiums falling due after either of such events shall be payable according to the terms of said Policy and this Supplementary Contract.

CANCELLATION AND TERMINATION. This Supplementary Contract may be cancelled by the Insured on the due date of any premium, by written request to the Company, together with the return of said Policy and this Supplementary Contract to the Company for endorsement of such cancellation hereon. The Insurance under this Supplementary Contract shall automatically terminate:

- a) When the Insured becomes a member of the military, naval or air forces of any country at war, declared or undeclared.
- b) When If the Insured becomes a member of any auxiliary or civilian non - combatant unit serving with the military, naval or air forces of any country at war; declared or undeclared.
- c) If any premium on said Policy or this Supplementary Contract is not paid when due or within the grace period allowed under said Policy.
- d) If said Policy continues In force after the anniversary of its due date of commencement nearest the sixtieth birthday of the Insured, this Supplementary Contract shall, nevertheless, terminate on such anniversary.

Whenever this Supplementary Contract shall be cancelled or otherwise, terminated, the additional premium therefore shall no longer be payable and there shall be no value on account thereof except for the return of the unearned portion, if any, of such additional premium paid which covered the period during which termination became effective, together with any additional premiums paid which fall due after termination. The subsequent payment of acceptance of any premium hereunder shall not create any liability except for the return of such premium.

SUPPLEMENTARY CONTRACT PART OF POLICY. This Supplementary Contract shall be part of said Policy and the provisions of said Policy are hereby referred to and made a part thereof, except that If at commencement of this Supplementary Contract the age of the Insured, at next birthday, is greater than sixty years, this Supplementary Contract shall be void and of no value except for the return, upon demand after discovery of such fact as to age of the additional Premiums hereon actually paid to and received by the company, and no change in the form of said Policy or in the mode of Premium payments on said Policy may be made during the continuance of disability.

BENEFITS OF POLICY NOT AFFECTED. The amount payable under any settlement of said Policy will not be reduced by any premiums waived under this Supplementary Contract. Any benefit due and unpaid under this Supplementary Contract at death of the Insured shall be added to the amount otherwise payable under said Policy.

IN WITNESS WHEREOF, the Company has caused this Supplementary Contract to be executed as on the commencement of this Supplementary Contract.

PERMANENT PARTIAL DISABLEMENT BENEFITS DUE TO ACCIDENT

SUPPLEMENTARY CONTRACT

This Supplementary Contract forms a part of the policy to which it is attached and it is valid only if the above supplementary contract is stated in Policy Schedule of said policy or it is endorsed on said policy. It is issued in consideration of the premium applicable to this supplementary contract stated in Policy Schedule of said policy.

The Company Agrees to pay, subject to the provisions, conditions and limitations contained herein, a percentage of the Basic Sum Assured in accordance with the attached Schedule of Permanent Disablement Compensations in the event that the Life Assured has suffered any of the disablements stated in the said Schedule as a result of bodily injury affected directly and independently of all other causes through external, violent and accidental means of which, except in the case of drowning or of internal injury revealed by an autopsy, there is evidence of visible contusion or wound on the exterior of the body.

PERMANENT PARTIAL DISABLEMENT		
HEAD		
Total loss of sight of one eye or fifty percent of each or both eyes	25%	
Complete deafness	40%	
Complete deafness in one ear	10%	
LIMBS		
Total loss of one leg or one foot	50%	
Partial amputation of one foot including all the toes	30%	
Unhealed fracture of a leg or foot	35%	
Unhealed fracture of a patella	30%	
Anchylosis of a hip or a knee	20%	
Shortening of a lower limb by at least 5cm	15%	
Amputation of the big toe	10%	
Total loss of one arm or one hand	60%	50%
Shoulder anchylosis	25%	20%
Elbow anchylosis	20%	15%
Amputation of Thumb and index	30%	25%
Amputation of three fingers including the thumb & Index	30%	25%
Amputation of three fingers other than the thumb & Index	25%	20%
Amputation of the thumb & a finger other than the Index	25%	20%
Amputation of the index & a finger other than the Thumb	20%	15%
Amputation of the Thumb	20%	15%
Amputation of the Index	20%	15%
Amputation of three fingers other than the thumb and the Index	15%	10%
Amputation of either two of the median, the ring finger and the little finger	15%	12%
The word Loss includes absolute loss of function.		
This supplementary contract will automatically terminate if the Insured is:		
i. adjudged insane		
ii. Becomes a member of military, naval or air forces of any county at war, declared or undeclared, or if the insured becomes a member of any auxiliary or civilian non-combatant unit serving with the military, naval or air forces of any country at war, declared or undeclared.		

iii. On the anniversary of the Policy nearest to the sixtieth birthday of the insured.

IN WITNESS WHEREOF, the Company has caused this Supplementary Contract to be executed as on the date of commencement of this Supplementary Contract.

CRITICAL ILLNESS BENEFIT

This Supplementary Contract forms a part of the policy to which it is attached and it is valid only if the above supplementary contract is stated in Policy Schedule of said policy or it is endorsed on said policy. It is issued in consideration of the premium applicable to this supplementary contract stated in Policy Schedule of said policy.

The Company Agrees to pay, subject to the provisions, conditions and limitations contained herein, 50% (Fifty percent) of the Basic Sum Assured in accordance with the attached Policy Schedule as a result of defined critical illness (heart attack, stroke, cancer except skin cancer and kidney failure). A survival periods of 30 days are applicable from the diagnosis date. This cover automatically expiring if said policy continues in force after the anniversary of its due date of commencement nearest the sixtieth birthday of the Insured, this Supplementary Contract shall, nevertheless, terminate on such anniversary.
