

ENAYA LIFE SMART POLICY

Whereas the Insured engaged in the occupation specified in the Schedule has by a Declaration which shall be the basis of this contract applied to Enaya Insurance Company, S.A.K. (hereinafter called the Company) for the Insurance hereinafter contained.

Subject to the payment by the Assured of the sum shown in the Schedule, as the premium for the period of Insurance stated therein if at any time during the said period or any subsequent period for which the insured shall have paid and the Company accepted a renewal premium.

SECTION I: TERM LIFE

The Company will pay the Sum Assured set out in the Schedule of this policy to the Beneficiary declared by the Assured immediately upon receipt of due proof that the death of the Life Assured named in the Schedule occurred during the continuance of this policy, all subject to the terms, conditions and exceptions of this policy.

CONSIDERATION

This policy issued in consideration of the application for this policy and of the payment of the first premium in advance and of the payment of the premiums due thereafter until premiums for the period shown in the Schedule have been paid or until the prior death of the Life Assured.

EFFECTIVE DATE OF POLICY

This policy takes effect on the Date of Acceptance by the Company. The Period of insurance and the premiums referred to herein are set in the Schedule.

THE CONTRACT

All matters printed or written by the Company on the succeeding pages hereof including the Schedule for this policy, a copy of which is attached hereto are hereby made a part of this contract and together with this page constitute the entire contract between two parties. No agent is authorized to make or modify this contract or extend the time for the payment of premium or to waive any lapse or forfeiture or any of the Company's rights or requirements. Only the authorized Executive Officers of the Company have the power to change, modify or waive the provisions of this policy and then only in writing.

GENERAL PROVISIONS

ENTIRE CONTRACT

This Policy and Schedule 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 case where the Policyholder and the Life Assured are different persons shall, in the absence of fraud be deemed representations and not warranties. No statement will be used to invalidate the contract or to defend against a claim under it unless contained in the said Schedule Special provisions shall valid only when endorsed on the policy or confirmed in writing by the Company.

INCONTESTABILITY

The policy shall be incontestable after it has been in force during life term of the Assured for a period of two years from its date of inception or reinstatement, except for non-payment of premium and except violation of any condition herein or which may be endorsed on this policy.

MISSTATEMENT OF AGE

If the age or sex of the Life Assured is misstated within a reasonable range, the amount payable hereunder shall be such as the premium paid would have purchased under this policy at the correct age or sex of the Life Assured according to the Company's published rates at date of issue, provided always that the Life Assured is not below 16 years of age and over 64 years of age.

SUICIDE

If within 12 months from the inception date or reinstatement of this policy, should the Assured commit suicide, whether the Life Assured is then sane or insane, or should the Life Assured's death be a consequence of judicial sentence, then the liability of the Company under this policy shall be limited to the amount of premium paid for this policy.

CONTROL OF POLICY

The Applicant shall be the Owner of this policy unless another is named as Owner in the Schedule herefor, during the life time of the Life Assured and subject to the rights of any assignee and any irrevocable Beneficiary, the Owner may receive every benefit, exercise every right enjoy every privilege conferred by this policy.

CHANGE OF BENEFICIARY

The Beneficiary of this policy can be changed from time to time by written notice in form satisfactory to the Company signed by the Life Assured and the irrevocable Beneficiary, if any. No such change take effect as of the date notice was signed unless recorded by the

Company at its Head Office. However, upon being so recorded any such change will take effect as of date of notice was signed whether or not the Assured is living when the change is recorded, subject to any payment made or any other action taken by the Company before such recording. If any Beneficiary dies before the Life Assured, the interest of the deceased Beneficiary shall vest in the Life Assured unless otherwise provided in the policy. The Company in determining the persons comprising any class designated as Beneficiary hereunder, may rely upon any affidavit or other evidence satisfactory to it, and any consequent payment made in good faith by the Company shall satisfy to that extent all liability of the Company under this policy.

PAYMENT OF PREMIUM

All premiums are due and payable on or before the date specified herein or, as per the terms of acceptance set out by the Company or its authorized representative, at the Company's Head Office or Branch Offices, or to an authorized person of the Company, in exchange for the Company's official receipt signed by the authorized person receiving the premium. Failure to pay any premium when due constitute a default in payment of premium, and the policy shall terminate except as otherwise expressly provided herein.

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 the policy. If this policy becomes a claim by death during the first policy year, any unpaid premium of the annual premium for that year shall be deducted from the amount payable hereunder.

GRACE

A grace period of 30 days will be allowed for payment of each premium after the first, during which time the policy will remain in force. If the Assured's death occurs during the grace period, the premium, if unpaid, will be deducted in any settlement hereunder.

PAYMENT BY THE COMPANY

Any amount due under the policy shall be payable at the Head Office of the Company. Any indebtedness hereon shall be deducted from any settlement under this policy.

CONFIRMITY WITH LAW

Any and all provisions of this policy which may be in conflict with any law by which this policy is governed are understood, declared and acknowledged to be amended to conform with the Kuwait jurisdiction.

SURRENDER VALUE, PAID-UP

- a) The Surrender Value of the policy will be equal to nil at any time before the maturity of the policy
- b) If and when the policyholder discontinues premium payment, the coverage will cease automatically without any premium refund whatsoever.

NON DISCLOSURE CLAUSE

If the proposal or declaration of the Life Assured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or this insurance shall have been obtained through any misstatement, misrepresentation or suppression of such material facts, or if any false declaration or statement shall be made in support thereof in any of these cases, the policy shall be void.

FRAUDULENT CLAIMS

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Life Assured or any one acting on his behalf to obtain benefit, all benefits under this policy shall be forfeited.

PROOF OF DEATH

Before making any death claim payment under this policy, the Company shall require from the claimant or claimants to surrender the policy and to produce an official certificate of death, an affidavit of the attending physician, together with any other sworn statements, proof or information that the Company may require.

GENERAL EXCLUSIONS

No benefits shall be payable in the event of death of the Assured caused either directly or indirectly by any of the following causes:

1. War or warlike operations, war will be declared or not, invasion, act of foreign enemy, act of terrorism, hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any other events or causes which determine the proclamation of maintenance of martial law or state stage of ionizing radiations or contaminations by radioactivities.

Further it remains agreed that if, the assured has been taking an active part in any of the event mentioned above or has been an active member of militia or para militia organization, then his coverage becomes null and void and the Company shall not pay the sum mentioned above.

2. Suicide within the first 12 months of the commencement date
3. Claims resulting from unlawful act of the Assured

4. The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner
5. Aviation, gliding or any form of aerial flight other than a fare paying passenger of a recognized airline or charter service.
6. Death caused by nuclear fission or, radioactive contamination
7. Servicing in any capacity for any navy, army and air-force.
8. The acquirement of immune deficiency syndrome (AIDS) and the resultant death by AIDS itself or secondary diseases.
9. The effects of complications arising from pregnancy
10. Any deliberate self-inflicted injury and/ or self-medication (without a proper prescription from a legally recognized medical practitioner)
11. Any participation for any dangerous or hazardous sports:

Mountaineering, maritime navigation beyond 20 nautical miles from a coastal shelter, diving beyond a depth of 20 meters, potholing or caving, sports of combat, off-piste snow sports, equestrianism in competition, bungee jumping, rafting, any activity in desert areas, or any sport needing the use of a motor engine
12. Any Pre-existing illness

SECTION II: PERSONAL ACCIDENT

The Company shall pay to the Assured the sums shown in the table of benefits below if the Assured sustains Permanent Total Disablement by violent, external and visible means any accidental bodily injury, or in case of death, to the beneficiary, upon receipt of due proof that the death of the Assured named in the Schedule occurred during the continuance of this policy, all subject to the terms, conditions and exceptions of this policy.

TABLE OF BENEFITS

Cover	Benefits	Amounts
Financial Assistance in the event of death or bodily injury leading to disablement following an accident	Death	100% of Capital Sum Insured
	Loss of both hands or both feet or one hand plus one foot or sight of both eyes	100% of Capital Sum Insured
	Loss of one hand / foot and sight of one eye	100% of Capital Sum Insured
	Loss of one hand or one foot or one eye	50% of Capital Sum Insured
	Loss of speech or hearing in both ears	50% of Capital Sum Insured
	Permanent Total Disability	100% of Capital Sum Insured

ADDITIONAL BENEFITS

The Company shall provide financial assistance in the event of death or bodily injury leading to Permanent Total Disablement following an accident to the Insured Person:

- 1- Education Expenses for the Dependent Children:** If the death of the Insured occurs as the result of an accident the Company shall pay education expense as one time payment not exceeding KD 3,000/- in respect of any one child or any number of children.
- 2- Loss of Employment following an Accident:** In the event of the Insured being totally and permanently disabled as a result of an accident, to the extent of being unable ever again to follow his own occupation or any other occupation for which he is reasonably fitted by reason of training, education or experience, the Company shall pay 50% of the last drawn salary per month for a period of not exceeding six months and in any case an amount not exceeding KD 3,000/- in the aggregate.

- 3- **Ambulance Charges:** In the event of an accident to the Insured the Company shall reimburse an amount not exceeding KD 500/- incurred, if any, being the ambulance expenses in any one occurrence and in the annual aggregate.
- 4- **No Claim Bonus:** If no claim was submitted or paid during the preceding year, the sum assured of Death and Permanent Disablement will be increased by 5% compounding each year subject to a maximum bonus of KD 5,000/- in the aggregate.
- 5- **Medical Expenses:** In the event of an accident to the Insured the Company shall reimburse an amount not exceeding KD 500/- being the medical expenses incurred in any one occurrence and in the annual aggregate.
- 6- **Repatriation Expenses:** If the death of the Insured occurs away from the home country as the result of an accident the Company shall reimburse an amount not exceeding KD 500/- being the repatriation expenses incurred to carry the dead body to the Insured's home town which includes ticket cost of accompanying person traveling with the body.

EXCLUSIONS

No payment shall be made by the Company in respect of

- (1) Injury occasioned or contributed to by earthquake, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, or civil commotion, or due to self-injury whether criminal or not,
- (2) Death or injury sustained whilst the Insured is under the influence of intoxicants or is suffering from insanity,
- (3) Death or injury sustained by the Insured whilst he is in or upon or entering into or descending from or as a result of falling from an aircraft otherwise than a passenger of a regular airline aircraft operating over a scheduled route,
- (4) Death or disablement or total partial loss of sight arising wholly or in part, directly from alcoholism or venereal disease,
- (5) Death or injury resulting directly or indirectly from Atomic Energy, nuclear explosion or nuclear fusion or nuclear Radioactive Contamination,
- (6) Death or injury sustained by the Insured exposing himself intentionally or unnecessary risks (except in case of attempting to save a human life),
- (7) Death or injury sustained by the Insured whilst he is engaging in professional motor cycling, polo, racing or horseback or on wheels, winter sports, mountaineering necessitating the ropes or guides and hunting wild animals,
- (8) The Insured Person's disappearance is not sufficient proof for his death or injury.

CONDITIONS

1. Interpretation:

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear

2. Observance:

The due observance and fulfillment of the terms of this Policy so far as they relate to anything to be done or complied with by the Insured and the truth of the proposal shall be conditions precedent to any liability of the Company to make any payment under the Policy

3. Renewal:

The Insured shall before any renewal of this Policy give notice to the Company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware during the preceding period of insurance and of any change of name and address

4. Claims Procedure:

Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under this Policy together with full particulars of both the occurrence and the injury immediately in the case of death or within twenty one days of its occurrence, if the injury be non-fatal.

All reports certificates and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe

The Insured Person shall from time to time submit himself to medical examination at the expense of the Company as may be required in connection with any claim

In the case of death where any reasonable doubt exists as to the cause thereof, a qualified Medical Practitioner appointed by the Company shall be allowed to make post-mortem examination of the body of the Insured Person at Company's expense

5. Assignment:

Payment of any Benefit under this Policy shall only be made to the Insured or his/ her beneficiary as declared by the Insured and stated in the Schedule whose receipt shall be a discharge to the Company

6. Change of Occupation and Age Limit:

This Policy shall cease to be in force if there by any alteration in the Business or Occupation of the Insured Person unless the Company by endorsement declares the Insurance to be continued

This Policy shall not be renewable after the Period of Insurance in which the Insured Person reaches the age of 65 years

7. Cancellation:

The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the Premium corresponding to the unexpired portion of the period of insurance

8. Arbitration:

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be condition precedent to any liability of the Company or any right of action against the Company

If any such difference shall relate to the degree of permanent disablement, for the purpose of this Policy the arbitrator or arbitrators and umpire shall be qualified Medical Practitioners.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not be within eighteen calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter be recoverable hereunder.

DEFINITIONS

“**Accident**” means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of insurance.

“ **Permanent Total Disablement**” means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
