

# POLICY DOCUMENT

## GROUP LIFE ASSURANCE POLICY FOR DIALOG PRE-PAID AND POST-PAID CUSTOMERS

Whereas this policy has been effected with the Softlogic Life Insurance PLC (herein after called "the company") by the Assured named in the first schedule hereto, and whereas the Assured has made representations and statements and delivered to the company a proposal and declaration referred to in the said First Schedule all of which the company shall rely upon as true and which shall form the basis of contract herein contained and is deemed to be incorporated herein.

Now this policy witnesses that in consideration of the payment made to the company of the first premium or first installment of premium mentioned in the said First Schedule, and on the condition that the subsequent premiums or installments of premium be duly paid as hereby provided, the Assured shall be entitled to receive from the company the sums assured as referred to in the said First Schedule subject to the terms and conditions contained herein and upon proof satisfactory to the company of

1) The death of the person on whose lives the sums assured are to depend

And

2) The correctness of the ages of the persons on who' s lives the sums assured are to be paid

And

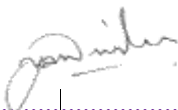
3) Other conditions as may be applicable to other policy benefits

It is declared that this Policy is subject to the conditions stated in all schedules, exclusions in the ancillary benefit schedule & ancillary benefit endorsement hereto or to any other conditions, clauses and provisions endorsed or written hereon or on the sheets attached and signed for the company by its authorized representative(s) as being relative hereto contained in the schedules.

Signed on the date stated in the First Schedule for and on behalf of the company.

18-October- 2021

.....  
Date

  
.....  
Authorized Signatory

# First Schedule

POLICY NO	BRANCH	BUSINESS CLASS	PERIOD FROM	PERIOD TO	GEN DATE
GLP-00259	Head Office	Group Life	18-Oct-2021	17-Oct-2022	18-Oct-2021
<b>NAME OF INSURED</b>		Dialog Axiata PLC			
<b>ADDRESS</b>		No.475, Union Place, Colombo 2			
CURRENCY CODE	BROKER CODE	SALES CODE	INVOICE NO	AUTHORIZE BY	U/W YEAR
LKR	DR0028	NIL000	As per monthly invoices	Pranama P	2021

01. Covered Members Coverage is granted for the Dialog Axiata PLC Pre-paid and Post-paid customers, who are contacted by BIMA Lanka Insurance Brokers (PVT) Ltd and enrolling for insurance coverage and giving consent through SMS to Dialog Axiata PLC to deduct Monthly premium and declared monthly by BIMA Lanka Insurance Brokers (Pvt) Ltd

02. Benefits Payable & Monthly Premium per registered member

Scheme	Basic Life Cover (LKR)	Monthly Premium* for Postpaid customers (excluding Taxes)	Daily Premium* for prepaid customers (excluding Taxes)
Option 1	1,100,000	244.80	8.16
Option 2	600,000	132.60	4.42
Option 3	300,000	68.00	2.26
Option 4	120,000	27.20	0.90

01. Basic Life Cover A lump sum amount as indicated above will be payable at the unfortunate event of death due to accident or sickness of the Prepaid or Postpaid account holder of Dialog Axiata PLC, who enrolled by BIMA Lanka Insurance Brokers (Pvt) Ltd

## General Conditions

- BIMA Lanka Insurance Brokers (PVT) Ltd will submit customers' details (Full name, D.O.B., NIC No, Gender, Date of activation & Nominee) on Monthly basis.
- Age Limit:  
Minimum age at entry - 18 years (Exact birthday)  
Maximum age at entry - 55 years (Age next birthday)  
Cover Ceasing Age – 65 years (Exact birthday)
- Geographical limits - Worldwide.
- The insurance cover will cease at the earliest of
  - Member attaining cover ceasing age.
  - Death of life assured during the term of policy.
  - Policy renewal date, if not renewed.
  - Once the Pre-Paid or Post-Paid connection discontinued
  - Termination of the Agreement between Assured and the Company.
  - Misrepresentation or fraud.

5. "Registered Member" shall mean an individual customer of Dialog Axiata PLC, who has opened and maintains a Pre-Paid or Post-Paid account and contacted by BIMA Lanka Insurance Brokers (PVT) Ltd to enroll for insurance cover and giving consent through SMS to Dialog to deduct Monthly premium and declared on monthly basis by BIMA Lanka Insurance Brokers (PVT) Ltd to Softlogic Life PLC.
6. This Policy shall be governed by and interpreted according to the laws of Democratic Socialist Republic of Sri Lanka.

## Second Schedule

### Special Conditions

#### 1) Definition

It is expressly declared and agreed between the company and the Assured that for the purpose of this policy.

- |                          |  |
|--------------------------|--|
| <b>Policy Year</b>       | - The period one year from the commencement date or any renewal date.  |
| <b>Renewal Date</b>      | - Any subsequent anniversary of the commencement date.   |
| <b>Registered Member</b> | - "Registered Member" shall mean an individual customer of Dialog Axiata PLC, who has opened and maintains a Pre-Paid or Post-Paid account and contacted by BIMA Lanka Insurance Brokers (PVT) Ltd to enroll for insurance cover and giving consent through SMS to Dialog to deduct Monthly premium and declared on monthly basis by BIMA Lanka Insurance Brokers (PVT) Ltd to Softlogic Life PLC. |
| <b>Registration Date</b> | - The date of which a company registered the member for this Insurance Scheme  |
| <b>Commencement Date</b> | - The benefits effective date.   |
| <b>Waiting Period</b>    | - The period during which the company is not liable for the cover.   |

Words importing the singular number include the plural number and vice versa and words of masculine gender shall include the female unless the context otherwise requires.

#### 2) Eligibility

The members eligible for assurance are the individual customer of Dialog Axiata PLC, who has opened and maintains a Pre-Paid or Post-Paid Account at Dialog Axiata PLC and contacted by BIMA Lanka Insurance Brokers (PVT) Ltd to enroll for insurance cover and giving consent through SMS to Dialog Axiata PLC to deduct Monthly premium and declared on monthly basis by BIMA Lanka Insurance Brokers (PVT) Ltd to Softlogic Life PLC between the ages of 18 to 55 years.

#### 3) Effective Date of Individual Assurances

In order to establish this Policy and for it to remain in force it is agreed that all members' details shall be included under the policy as from declared by monthly.

#### **4) Particulars to be furnished**

The Assured shall furnish the Company with the

- a. Full name
- b. Date of birth
- c. Gender
- d. National Identity Card No
- e. Date of activation
- f. Nominee Details (Name and Relation)

#### **5) Amount of Sum Assured**

The sum assured in respect of each member shall, subject to the conditions of this Policy be as per First Schedule issued to the Assured. In a case where the monthly premium not fully paid, the cover will be prorated minimum to a LKR 10,000/- based on the number of premium paid dates.

#### **6) Amount of Premium**

The Company reserves the right to modify its premiums based on actual claims experience after duly notifying writing to the Assured and such modification shall take effect from the next renewal date of this Policy.

#### **7) Beneficiaries**

Any eligible member may, subject to the laws and regulations governing such matters, on becoming a member nominate the beneficiary, who shall be entitled to receive the sum assured and at any time thereafter alter any such nomination previously made, provided that notification is given in writing to the Assured and provided further that no nomination takes effect unless it is in compliance with the laws and regulations. If there is no beneficiary living at the time of the member's death, his legal representatives shall be entitled to receive the sum assured.

#### **8) Cessation of Membership**

A member shall cease to be a member on any of the following.

- a) The date of his death
- b) The date he ceases to be a Pre-Paid or Post-Paid customer of the Assured.
- c) The date on which he attains his age 65 or as stipulated in the first schedule.
- d) Any other date on which he ceases to eligible for assurance.
- e) Misrepresentation or Fraud

# Third Schedule

## General Conditions

### 1) Formation of Contract of Insurance

This policy and the proposal (a copy of which is attached hereto) and representations and statements declaration made or delivered to the company therefore, and the members' enrolment forms constitute the entire contract between the parties. All statements made by the Assured or by any member shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall render the Policy violable or be used in defense of a claim hereunder unless it is contained on the proposal and declaration, therefore.

No agent of the Company is authorized to make or modify this contract or extend the time for premium payment, to waive any laps or forfeiture, to waive any of the Company's rights for requirements or to bind the company by making any promise or by accepting any representation or information not contained in the proposal and declaration for this policy.

Only an authorized representative of the Company has the power on its behalf to issue permits or to extend the time for any premium payment thereon. The Company shall not be bound by any promise or representation heretofore or hereafter given by any person other than the authorized representative whose approval shall be endorsed hereon.

This policy is non-participating and does not participate in the surplus of the life fund. Also, this policy has no maturity value or surrender value.

### 2) Amendment or Alteration of This Policy

This Policy may be amended or changed at any time, without the consent of the members hereunder, upon written request made by the Assured and agreement by the Company. Any amendment or change to this Policy shall be binding on all members whether covered under this Policy prior to or on or after the date such amendment or change becomes effective.

The company reserves the right to amend the terms and provisions of this policy by giving a 30 days' prior notice in writing by ordinary post to the assured's last known address in the company's records.

The assured shall give notice in writing to the company of any change in address, business or occupation, or of the trade or occupation

### 3) Records

The Company shall keep a record of the members, which contains, for each member, the essential particulars of the assurance.

This Policy gives the Company, through its duly authorized representative, the right at reasonable times to inspect all books and records of the Assured relating to the individual assurances effected hereunder.

#### **4) Payment of Premiums**

The deduction for the prepaid/ postpaid customers will start as soon as the customer confirms after being registered, the cover starts on the 1st of the next month. 30 days of period will be offered for subsequent premiums to be eligible for the cover. If the Company does not receive a premium within the period, the cover for such unpaid member will be terminated from the premiums due date. The cover may be reinstated after the company receives monthly premium due. If any member fails to pay premiums for a period of three (03) months consecutively, such member ceases to be an existing member, however such member can be re included as a new member subject to all applicable conditions for a new member including the waiting period. Further as per the section 2 of the First Schedule the amount of the cover always will depend on the monthly premium received by the company.

#### **5) Claims**

The Assured shall notify the Company of the death of any member within 90 days from the date of death and furnish the Company with all information necessary to determine whether the sum assured is payable in respect of that member and the amount of that sum assured.

##### **Claims Procedure**

Following documents are required to be submitted in an event of a claim within **180 days** from the date of death through BIMA Lanka Insurance Brokers (PVT) Ltd

- 1) Completed claims form.
- 2) Age and Identity proof (Copy of the NIC)
- 3) Death certificate
- 4) Medical reports
- 5) Postmortem / Inquest report (if required)
- 6) Any other requirements requested by Softlogic Life

#### **6) Change of Ownership**

If the business of the Assured is transferred to or taken over by any person or corporation, then, subject to the consent of the Company, the payment of premiums under this Policy may at the option of such person or corporation be continued, in which case such person or cooperation shall as from the date of such transfer or succession take the place of and be treated for all purposes of this Policy as being the Assured hereof.

#### **7) Renewal Privilege**

This Policy is issued for one year as from the commencement date specified in the First Schedule and may be renewed by the Assured on any subsequent renewal date subject to the conditions hereof. Renewal of the Policy is automatically effected by the payment of the required premium when due. The company shall give renewal notice to the policyholder 30 days in advance.

#### **8) Termination of This Policy**

This Policy will be terminated upon non-payment of premium as provided for under Condition 5 hereof.

Notwithstanding anything to the contrary in this Policy, the termination of this Policy shall have the following effects:

- a. No sum assured shall be payable under this Policy on the death of any person after the time of termination.

- b. No premium shall be payable under this Policy after the time of termination and any adjustment of the premium for the final policy year of this Policy, or part thereof, in terms of Condition 8 of the Second Schedule and Condition 4 of the Third Schedule shall take the form of a single amount payable by or to the Assured, as the case may be, on the date the adjustment is calculated.

## **9) Exclusions**

No benefit shall be payable in the event of death of the Life Assured arising directly or indirectly as a result of active participation or any attempted participation of Life Assured in any war, invasion, act of foreign enemy, hostilities, war like operations (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, terrorist act, revolution, insurrection, military or usurped power, riot or civil commotion, strikes or any act of any person acting on behalf of or in connection with any organization actively directed towards overthrow by force of any Government or to the influencing of it by terrorism or violence. Only any unearned premiums on the date of death shall be refunded.

If the member commits suicide, whether sane or insane, within one year from the date of the Policy the liability of the Company shall not exceed the unearned premium on the date of death.

If a claim occurs during the first 180 days from the registration date of the cover due to a non-accidental death, the company shall not be liable for any claim.

Death resulting due to pre-existing Cancer, Heart disease, Kidney Disease or Stroke will not be covered.

This Policy excludes the Government Taxes or Levis which is falling under current period or future period.

**(For Existing Customers, the Conditions and Exclusions will remain unchanged. Please refer previous policies and endorsements)**

## **10) Cancellation**

This policy either in its entirety or in respect of any particular life assured may be canceled by the company at any time by registered letter sent to the assured at his/her last known address, provided that such cancellation shall be without prejudice to the rights of the assured in respect of prior loss consequent upon injury or sickness to any life assured, either in its entirety or in respect of the said life assured whichever the case may be.

By like notice to the company the assured may at any time cancel this policy, either in its entirety or in respect of the said life assured, as the case may be.

No premium will be refunded at an event of a cancellation.

## **11) Certification, information and evidence**

All certificates, information, evidence, brake ups as required by the company shall be furnished at the expense of the assured and in such a form that the company may require.

## **12) Governing Law and Dispute Resolution**

The parties to this Policy expressly agree that the Laws of the Republic of Sri Lanka shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions

contained herein is understood and agreed to by the Covered Member, Life Proposed and the Company and to be subject to Sri Lankan Law.

### **13) Complaint Handling**

Any complaint relating to the policy should be referred to the Officer-in-Charge of Complaints or such other designated officer of the Company. Any such complaint shall be processed in accordance with the established complaint handling procedure of the Company and a resolution or response shall be provided by the Company. However, in the event the complaint is not satisfactorily resolved, then the Insured shall have the right to refer such complaint to a Competent Courts of Sri Lanka or Insurance Ombudsman or Arbitration or Insurance Regulatory Commission of Sri Lanka.

### **14) Arbitration**

Any claim or dispute related to this policy may be resolved by arbitration upon mutual consent of the Parties. The arbitration shall be conducted by a panel of three arbitrators. The Covered Member, Policy Holder and the Company shall each appoint an arbitrator to constitute the panel of arbitrators and the seat of arbitration shall be Colombo. In the event the Parties fail to refer the dispute for arbitration within 12 months from the dispute, it shall be deemed that the Parties have abandoned the option for resolution of dispute by arbitration.

### **15) Receipts**

No payment in respect of any premium shall be deemed to be payment to the Company unless a monthly system generated SMS have been sent to the member on confirmation of premium.

### **16) Notice**

Every notice or communication to the company shall be in writing and sent to the company address. Notice to policy holder shall be sent to last known address or to the e- mail address of policy holder or to a person specified by Policy holder.

### **17) Nominations**

'An immediate family member'\* of the member of a person or persons to whom the benefits of the Policy shall be paid in the event of his death made by an endorsement placed on the Policy shall, be communicated to the Company which will register such endorsement in the record relating to the Policy. The Company shall not be liable for any payment made under the policy, bone fide, to a nominee mentioned in the text of the policy or registered in the records or register of the company unless notice in writing of any cancellation or change has given to the Company.

\* An immediate family member means Spouse, Children, Parents, Own Brothers and Sisters of the customer.