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GROUP PERSONAL ACCIDENT INSURANCE CONTRACT

Welcome to Group Personal Accident Insurance Policy

Dear Our Esteemed Client,

I would like on my own behalf and that of the entire company to take this opportunity to thank you for choosing us as your insurer.

At BRITAM Rwanda, we are committed to giving to our policyholder's quality service and carefully designed insurance products, such as the one you have purchased. This is your policy document

and it's the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Thank you for your business support and feel free to contact us in case of any future insurance needs or questions.

Yours faithfully,

Chief Executive Officer

BRITAM INSURANCE CO. (RWANDA) LTD.

GROUP PERSONAL ACCIDENT INSURANCE POLICY

The insurers will provide insurance in the terms of this Policy on payment or agreement to pay the premium as consideration for such insurance.

The Proposal and Declaration made by the Insured are the basis of and form part of this Policy.

Signed for the Insurers

Manager

Please read this policy to ensure that it is in accordance with your requirements.

SECTION 1 - COVER PROVIDED

THIS POLICY WITNESSETH that if during the Period of Insurance any life assured shall suffer bodily injury as specified under Items (1) to (4) of the Schedule resulting solely and directly from an accident caused by violent external and visible means then the Insurers shall pay to the Insured or to his legal personal representative the sum or that part of the percentage thereof stated under the appropriate Item as being payable in respect of such bodily injury.

BENEFITS

1) Death

Bodily injury which within twelve calendar months from the occurrence thereof shall solely and directly cause or necessarily result in the death of the Insured.

2) Permanent Total Disablement

Bodily injury which shall solely and directly totally disable and prevent the Insured from attending to his business or occupation or to business or occupation of any kind then on proof satisfactory to the Insurers that such disablement has continued for two years from the date of the accident and will in all probability continue for the remainder of the Insured's life compensation based on percentage awarded by a competent and qualified medical doctor.

3) Temporary Total Disablement

Bodily injury which shall solely and directly totally disable and prevent the Insured from attending to his business or occupation compensation during such total disablement at the rate per week specified in the schedule.

4) Medical Expenses

Bodily injury which shall solely and directly be the cause of the Insured requiring medical treatment the refunding of expenses necessarily incurred and paid up to but not exceeding the sum specified in the schedule for any one accident.

CONTINENTAL SCALE

INJURY	PERCENTAGE	INJURY	PERCENTAGE
(1) Loss of both hands at or above the wrists	100	(23) Two phalanges	4
(2) Loss of both feet at or above the ankles	100	(24) One phalanx loss of little finger	2
(3) Loss of one hand at or above the wrist and one foot at or above the ankle	100	(25) Three phalanges	4
(4) Loss of all fingers and thumbs of both hands	100	(26) Two phalanges	3
(5) Total and irremediable Blindness in both eyes	100	(27) One phalanx loss of metacarpals	2
(6) Total and irremediable paralysis Loss of arm	100	(28) first or second (additional)	3
(7) At shoulder	60	(29) third fourth or fifth (additional) Loss of leg	2
(8) Between elbow and shoulder	50	(30) at Hip	70
(9) At elbow	47½	(31) between knee and hip	50
(10) Between wrist and elbow	45	(32) below knee	35
(11) Loss of hand at wrist	42½	(33) Loss of foot at ankle	32½
(12) Loss of four fingers and Thumb of one hand	42	(34) Loss of all toes of both feet loss of great toe	15
(13) Loss of four fingers Loss of thumb	35	(35) Both phalanges	5
(14) Both phalanges	25	(36) one phalanx	2

(15) One phalanx Loss of Index finger	10	(37) Loss of toe other than great toe (provided more than one toe is lost) each	1
(16) Three phalanges	10	(38) loss of one whole eye or total and irremediable blindness in one eye	30
(17) Two phalanges	8	(39) Irremediable loss of sight (except perception of light) in one eye	30
(18) One phalanx Loss of middle finger	4	(40) Loss of lens of one eye Total and irremediable deafness	20
(19) Three phalanges	6	(41) both ears	50
(20) Two phalanges	4	(42) one ear	7
(21) One phalanx Loss of ring finger	2		
(22) Three phalanges	5		

NB: The term “loss of” wherever appearing also means “Loss of Use of.”

In the event of the loss or loss of use of more than one of the aforementioned members or organs, the percentages shall be aggregated but the total amount of benefit payable shall in no case exceed 100% of the sum appropriate to the insured person concerned written above.

When a limb or organ which was partially useless prior to an accident covered by this Policy becomes completely useless as the result of such accident, the amount payable shall be equal only to the loss of use occasioned by the accident. No payment shall be made in respect of the loss of a limb or organ which is useless prior to the accident.

PROVIDED THAT

- a) if the Insured shall sustain more than one injury as specified in benefit (2) of the Schedule the percentages shown against such injuries shall be aggregated but the total sum payable shall in no way exceed 100 per cent of the sum stated against benefit (2) in respect of any one accident or in any one year of insurance.
- (b) in respect of any injury involving a payment under benefit (1) of the Schedule or a payment under benefit (2) of 25 per cent or any greater percentage of the sum stated against benefit (2) payment shall be made only on delivery of this Policy cancelled and discharged.
- (c) the Insured shall not be entitled to claim under more than one of the benefit (1) to (3) of the Schedule in respect of injuries arising out of the same occurrence except:-

in the event of successive temporary total and permanent total disablement

- (d) weekly compensation under benefit (3) cannot be claimed
 - (i) cumulatively in respect of the same period, or
 - (ii) under either or both of the said benefits for a period exceeding in the aggregate 104 successive weeks.
- (e) no weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (f) if the Insured be at any time during the continuance of this Policy insured against injury by accident whether fatal or otherwise under any other insurance (except coupon insurance or where the personal accident cover is merely ancillary to some other class of insurance) without the permission of the Insurers then the Insurers shall have no liability under this Policy.

SECTION 2 - AGENTS OF INSURERS

The Agents of the Insurers shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Insurers nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the Agents, it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Insurers under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

SECTION 3 - EXCEPTIONS

The Insurers shall not be liable in respect of bodily injury:-

- 1) occasioned or contributed to by 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 intentional self injury whether criminal or not.
- 2) sustained whilst the Life Assured is under the influence of intoxicants or is suffering from insanity
or venereal disease
- 3) occasioned or contributed to by childbirth or pregnancy in the case of women
- 4) sustained whilst the Life Assured is engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst being in or upon or entering or dismounting from or travelling as a passenger in a fully-licensed heavier- than-air aircraft operated by a recognised Airline on a scheduled service or a fully-licensed twin- engined or multi-engined heavier-than-air aircraft lawfully operated on an individual charter for hire or reward.
- 5) sustained whilst the Insured is engaged in hunting steeplechasing racing of any kind (other than on foot) rugby football polo motor cycling mountaineering or winter sports, skiing or parachuting except and insofar as the Insurers have by endorsement agreed to extend this insurance.

6) while the Insured Person willfully exposing himself to needless peril (except in attempt to save human life) or committing or attempting to commit suicide whether felonious or not.

7) in respect of Death or Disablement of any person consequent upon an Accident occurring before such person attains the age of 18 years or after the expiry of the period of Insurance during which such person attains the age of 65 years.

8) occasioned by preexisting physical defect or infirmity

SECTION 4 - CONDITIONS

1) The due observance and fulfillment of the conditions of this policy shall be a condition precedent

to any liability of the Company to make any payment under this policy.

2) Every notice or communication to be given or made under this Policy shall be delivered in writing

at the Head Office or any Branch Office or Agency of the Insurers.

3) The Insurers shall not be liable if there be any misstatement in or if a material fact be omitted from the Proposal.

4) In the case of bodily injury to which this policy relates the Life Assured shall procure and act upon proper medical or surgical advice as soon as practicable.

5) Written notice of any accident shall be given to the Insurers as soon as possible but in any event within twenty-one days of the injury in respect of which a claim is to be made.

6) The Insured shall give immediate notice to the Insurers of any change in the business or occupation of the Life Assured and shall also give notice before any renewal of this Policy of any injury disease physical defect or infirmity by affecting the Life Assured and of which the Insured has become cognisant.

7) All certificates information and evidence required by the Insurers shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature

as the Insurers may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Insurers at their own expense in respect of any alleged bodily injury. In case of death, reasonable notice shall be given to the Insurers before internment or cremation and the Insurers may require or be represented at a post mortem examination on the body of the Insured. Immediate notice stating time and place shall be given to the Insurers of any inquest appointed. Time is of the essence for this Condition.

8) Any receipt or discharge which the Insured or his legal personal representative may grant to the Insurers for any sum payable under this Policy shall be deemed a final and complete discharge of all liability of the Insurers in respect of any and every injury or contingency (including death) resulting to the Insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.

9) The Insurers may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this Policy and returning on demand a proportion of the premium corresponding to the unexpired period of insurance.

10) It shall not be incumbent on the Insurers to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the Policy expires and must be paid within 14 days thereafter but during such 14 days the Insurers shall remain liable thereunder if by the last of such days the premium is actually paid unless the Insurers or the Insured shall have given notice that the insurance would not be renewed. The Insurers shall not be bound to accept any renewal and shall be under no liability in respect of any bodily injury sustained by any Life Assured after the year of insurance in which the age of 65 years is attained.

11) The Insurers shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy.

12) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurers. The costs of and connected with the arbitration shall be at the discretion of the Arbitrator, Arbitrators or Umpire. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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 thereafter be recoverable hereunder.

13) If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Principal or any one acting on the Principal's behalf or by an Insured Person or an Insured Person's legal representatives to obtain any benefit under this policy the Company shall be under no liability in respect of the claim.

SECTION 5 - ENDORSEMENTS

THESE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE RELEVANT PLACE IN THE SCHEDULE.

1. RIOT AND STRIKE CLAUSE

Notwithstanding anything contained to the contrary in Exception 1, it is hereby declared and agreed that the benefits under this Policy shall be payable in respect of Bodily Injury as within defined caused by riot.

Provided always that:-

a) The insurers may by notice in writing to the Insured give seven days notice of their intention to cancel this extension of cover.

b) In the event of any claims hereunder, the Insured shall prove, and in default of such proof, the Insurers shall not be liable to make any payment in respect of such a claim, that the injury arose independently of and was in no way connected with the following occurrences, namely:-

i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war.

ii) Mutiny, rebellion, revolution, military rising, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or civil commotion assuming the proportions of or amounting to a popular rising, martial law or state of a siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege.

iii) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this exception, “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public in fear.

2. DISAPPEARANCE CLAUSE

It is hereby declared and agreed that if the insured (or insured person) disappears during the period of insurance and the body is not found within 24 months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the insured (or insured person) has sustained bodily injury and that such bodily injury has resulted in death in both cases as described in the policy then the company shall forthwith pay the death benefit under the insurance provided that the party to whom the death benefit is paid shall sign an undertaking to refund such sum on demand should the insured (or insured person) subsequently be found to be living.

3. EXPOSURE CLAUSE

It is hereby declared and agreed that subject to the terms, conditions and exceptions of this policy except as specifically provided therein, this policy is extended to cover claims arising out of bodily injury by exposure to the elements as a result of an accident covered hereunder provided that in the event of death of the person caused by such exposure this death is the

subject to a formal injury by which it is found that the Life Assured died of exposure as a result of the accident.

4. AIRFARES FOR TREATMENT CLAUSE

It is hereby declared and agreed that the compensation for Medical Expenses shall extend to include the costs of air transportation of any lives assured for Medical treatment provided such transportation is certified by a fully qualified Medical Practitioner as being necessary and provided that the limit of compensation for Medical Expenses is not exceeded as a result thereof.

5. PAYMENT ON ACCOUNT CLAUSE

Payment on account will be made to the Insured monthly during the period of insurance if desired but in no case shall such payment exceed the insured total liability for the event described in the table of benefits and any such payment will be subject to the Company being satisfied with the medical evidence in support of the claim for an event covered by this policy.

6. PREMIUM ADJUSTMENT CLAUSE

The premium for this insurance having been calculated on the estimated total annual salaries/ wages payable by the insured to the lives assured the insured shall within 14 days of the expiry of each period of insurance furnish the insurers with a statement setting out the actual total salaries / wages paid during the preceding period of insurance and should such total differ from that on which the premium was calculated the difference shall be met by a further payment by the Insured or a rebate by the Insurers as the case may be.

7. DUTY & PLEASURE CLAUSE

It is hereby declared and agreed this insurance is extended to provide cover irrespective of whether the insured person (s) is/are on duty or off-duty provided that peril causing the accidental bodily injury as defined is not an excluded risk

8. ACCUMULATION CLAUSE

It is hereby declared and agreed that the Insurers maximum liability under this policy in respect of a claim or claims arising out of any one accident (as within defined) shall be limited to the sum specified in the schedule.

9. MEDICAL EXPENSES

In consideration of the payment of an additional premium, it is hereby declared and agreed that in the event of any Life Assured incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent external and visible means, then the Insurers shall refund to the insured such expenses necessarily incurred and paid upto but not exceeding the limit set in the schedule in respect of any Life Assured in any such accident. It is a condition precedent to the Insurers liability for the payment of such expenses that the detailed account of the Medical Attendant, Surgeon, Hospital, Nursing Home or Masseur shall be submitted to and approved by the Insurers if the Insurers so require.

10. TRUSTEE CLAUSE

It is hereby declared and agreed that this policy is held in trust by a legal representative for the benefit of the employees in the event of compensation being payable in respect of an Accident to any of the Life Assured named in the schedule herein or endorsements hereon resulting

in death or permanent disablement the Company will pay such compensation directly to the Life Assured or to his legal personal representative whose receipt shall be deemed a final and complete discharge or all liability in respect of any and every injury or contingency (including death) resulting to the Life Assured in consequence of the Accident whether resulting before or after the date of such receipt or discharge.

11. MOTOR CYCLING CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this policy is extended to cover Motor Cycling upto 125cc.

12. DEFINITION OF EARNINGS

It is hereby stated that the word salary wherever it appears in this policy shall be taken to mean the basic salary plus any proved allowances of a permanent nature. It is being understood and agreed that the declaration of earnings provided by the Insured for deposit premium computation will take consideration of the salary definition.

It is further understood and agreed that any deviation to this definition shall require the Insured to advise Insurers at policy inception or at renewal whereupon the appropriate salary definition shall be agreed and endorsed on the policy.

13. CANCELLATION NOTICE

The Company may cancel this Policy by sending thirty (30) days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorata portion thereof for the time during the current Period of Insurance the Policy has been in force or the Policy may be cancelled at any time by the insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for the time during the current Period of Insurance the Policy has been in force.

14. JURISDICTION CLAUSE:

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of Judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Rwanda.

2. Costs and expenses and litigation recovered by any claimant from the insured, which are not incurred in and recoverable in Rwanda.

15. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this insurance agreement does not cover any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force and/or the threat thereof, whether as an act harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) or any person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action, suit or other proceeding in which the Insurer alleges that by reason of this definition any loss, damage, cost or expense is not covered by this Insurance Agreement, the burden of proving that such loss, damage, cost, or expense is covered shall be upon the Insured.

16. POLITICAL RISK AND TERRORISM EXCLUSION CLAUSE

The following shall be excluded from this Agreement:

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

2 Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.

3 Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

4 Any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.

5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 4 above.

6 Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above.

For the purposes of clauses 4, 5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause 4 shall not be excluded

In any action, suit or other proceeding where the insurer alleges that by reason of these provisions any loss, damage, cost or expense is not covered by this Insurance Agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.

17. AIR TRAVELLING AS PASSENGER

The insurance by this policy shall extend to cover the insured persons whilst travelling as passengers in fully licensed Aircraft operated by recognized a recognized Air charter Companies Airlines.

18. 24 HOURS COVER

It is hereby declared and agreed that, cover provided by this policy is twenty- four (24) hours duty or pleasure worldwide

19. AGE LIMIT

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary in Provision (e) and Observance Condition (b), of this policy, the Age Limit under the policy is amended to be;

- a) Lower Limit - 18 YEARS
- b) Upper Limited - 70 YEARS

Subject otherwise to the terms, exceptions and conditions of the policy

20. DOUBLE BENEFIT

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that payments may be made under both Permanent Total Disablement and Temporary Total Disablement Sections of the Policy. If, however, the Insured selects payment under both of the Section, the maximum accumulated benefit is 75% of the Capital Sum Insured.