

# PERSONAL ACCIDENT INSURANCE POLICY

## WHEREAS

The insured by a proposal and declaration dated as stated in the schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of Personal Accident Insurance of himself as the insured and occurring during the period of insurance;

## THE POLICY SCHEDULE

**POLICY N°**.....

**INSURER: RADIANT INSURANCE COMPANY LTD**

**INSURED:** .....

**ADDRESS:**

**BUSINESS/PROFESSION:**

**PERIOD OF INSURANCE:**

a) From: ..... To: .....

b) Any subsequent period for which the insured shall pay and the company shall agree to accept a renewal premium.

**PREMIUM CALCULATION:**

**Net Premium** : ..... **Frw**

**Doc. Fess** : ..... **Frw**

**VAT** : ..... **Frw**

**Total Premium** : ..... **Frw**

**GEOGRAPHICAL LIMIT APPLICABLE ONLY TO WORKMEN COMENSATION: RWANDA**

**POLICY JURISDICTION:** Rwanda

**PROPOSAL AND DECLARATION:** .....

**RENEWAL DATE:** .....

**COVERS:**

<b>N°</b>	<b>DESCRIPTION OF COVER</b>	<b>SUM INSURED (FRW)</b>
1	Accidental DEATH	.....
2	Accidental Total Permanent Disability	.....
3	Accidental Temporary Total Disablement	.....
4	Medical Expenses	.....

**EXCESS APPLICABLE FOR ACCIDENTAL TOTAL PERMANENT DISABILITY: 10% of CLAIM  
WHICHEVER IS HIGHER**

Done at....., on .../.../.....

**FOR AND ON BEHALF OF THE INSURED**

**FOR AND ON BEHALF OF THE COMPANY**

.....

**RADIANT INSURANCE COMPANY LTD**

# **THE PERSONAL ACCIDENT INSURANCE POLICY**

## **SECTION 1 - COVER PROVIDED**

**THIS POLICY WITNESSETH** that if during the Period of Insurance the Insured 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 while not resulting in disablement as specified in Item (2) shall solely and directly totally disable and prevent the Insured from attending to his 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 from the expiration of the said two years for the period of such disablement but not exceeding ten years payable half-yearly the first payment six months after the expiration of two years from the accident and the last payment on expiration of the Insurer's liability at the annual rate specified in the schedule.

#### **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.

### **COMPENSATION UNDER BENEFIT (2)**

#### **CONTINENTAL SCALE**

<b>INJURY</b>	<b>%</b>	<b>INJURY</b>	<b>%</b>
(1) Loss of both hands at or above the	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	100	(25) Three phalanges	4
(4) Loss of all fingers and thumbs of both	100	(26) Two phalanges	3
(5) Total and irremediable Blindness in	100	(27) One phalanx loss of	2
(6) Total and irremediable paralysis Loss	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	10
(16) Three phalanges	10	(38) Loss of one whole eye or total and irremediable	100
(17) Two phalanges	8	(39) Irremediable loss of sight (except perception of light) in one	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."

Provided always that:-

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 insured (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 - EXCEPTIONS**

The Insurers shall not be liable in respect of:-

- 1) Injury 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) Injury sustained whilst the insured is under the influence of intoxicants or is suffering from insanity.
- 3) Injury occasioned or contributed to by venereal disease or pregnancy.
- 4) Death or disablement caused by or consequent upon suicide or attempted suicide whether felonious or not, willful, self-injury, breach of law on the part of the Insured, voluntary willful or negligent exposure of the Insured to needless peril except for the purpose of saving human life, indulgence in drink narcotics or drugs not prescribed by a qualified medical practitioner.
- 5) Injury sustained whilst the Insured is engaging in aeronautics of any kind other than 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 recognized Airline on a scheduled service or a fully-licensed twin-engine or multi-engine heavier-than-air aircraft lawfully operated on an individual charter for hire or reward.
- 6) Injury sustained whilst the Insured is engaged in hunting steeple chasing racing of any kind (other than on foot) rugby football polo motor cycling mountaineering or winter sports except and insofar as the Insurers have by endorsement agreed to extend this insurance.

- 7) The insurers will not pay the benefit if the insured attempts to, or commits, suicide within a specified period from the beginning of the coverage. If the insured's death is a result of suicide, an insurer will only return the prorated premium related to the remaining period of the cover to the family.

### **SECTION 3 - 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:-
  - i. If there be any misstatement in or if a material fact be omitted from the Proposal.
  - ii. Unless in case of accident to which this Policy relates the Insured shall procure and act upon proper medical or surgical advice as soon as practicable
- 4) 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.
- 5) The insured shall give immediate notice to the insurers of any change in his name, residence, business or occupation and shall also give notice before any renewal of this policy of any injury, disease, physical defect or infirmity by which he has become affected or of which he has become cognizant.
- 6) 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 cremation and the Insurers may require or be represented at a post mortem death, reasonable notice shall be given to the Insurers before internment or 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.
- 7) 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.

- 8) 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.
- 9) The Insurers shall not be bound to accept any renewal and the policy shall not be renewable after the year of insurance in which the age of 65 years is attained.
- 10) The Insurers shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy.
- 11) 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.

#### **SECTION 4 - 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.

- 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 organization 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 organization.

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 agreed that disappearance of any of the Insured Personals shall be considered to constitute a claim under this policy if after a reasonable period of 24 months has elapsed and the Company has examined all evidence available they shall have no reason to suppose other than an accident has occurred.

It is further agreed that any payment made under the provisions of this clause shall be subject to a signed undertaking to refund such sum to the Company if the insured person is subsequently 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 insured died of exposure as a result of the accident.

## **4. 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.

## **5. 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 up to but not exceeding the limit stated 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.

**6. TRUSTEE CLAUSE**

It is hereby declared and agreed that this policy is held in trust by a trustee 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.

**7. CASH AND CARRY**

“Pursuant to the deletion of Section 156 sub-section (2) of the Insurance Act Cap. 487, you are required to pay your premium on or before the commencement of cover. Please note that the Company shall only assume risk upon receipt of the full premium”.

**8. 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 up to 125cc.

**9. CANCELLATION NOTICE**

It is hereby declared and agreed that the cancellation notice is noted as thirty (30) days.

Subject otherwise to the terms provisions conditions and exclusions of the Policy.

Entered by.....

Done at....., on .../.../.....

**FOR AND ON BEHALF OF THE INSURED**

**FOR AND ON BEHALF OF THE COMPANY**

.....

**RADIANT INSURANCE COMPANY LTD**