

WORKMEN'S COMPENSATION INSURANCE POLICY

IMPORTANT

Upon the occurrence of any accident or loss in the event of any claim, notice should be given immediately to:

RADIANT INSURANCE COMPANY LTD

KN 2 AV. CHIC BUILDING

Tel: 2050

E-mail: info@radiant.rw

The insured is expected to take all necessary measures to mitigate the impact of the loss, and submit full account of the loss or damage to the company supported with a report of the relevant Medical officer where applicable.

IMPORTANT

This policy is incomplete without the schedule bearing the policy number and all endorsements.

This policy and its conditions should be examined and if found incorrect returned at once for the necessary amendments. Every change affecting the risks insured by this policy must be advised to the company immediately. Failure to do this may result in the insurance ceasing to be of further effect. The policy is not transferable from the insured to any other person without the written consent of the company.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

WORKMEN'S COMPENSATION

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance by a written application or proposal and declaration (which shall be the basis of this contract and be deemed to be incorporated herein) has applied to **RADIANT INSURANCE COMPANY LIMITED** (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid the Premium as consideration for such insurance

NOW THIS POLICY WITNESSES that if any insured employee in the Insured's immediate service shall sustain bodily injury by accident arising out of and in the course of employment by the Insured in the Business described in the Schedule for which a claim shall first be made against the Insured and reported to the Company during the period of Insurance.

THE COMPANY WILL subject to the Jurisdiction Clause and the other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy), indemnify the Insured against liability under the Workmen's Compensation stated in the Schedule to pay compensation in respect of such injury or death

THE COMPANY WILL ALSO in the event of the death of the Insured employee indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply

THE LIMIT OF LIABILITY for compensation payable to any claimant or any number of claimants in respect of or arising out of one occurrence or more than one occurrence attributable to one source or original cause shall not exceed the benefits stated in the Schedule hereto.

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

RENEWAL DATE:

N°	DESCRIPTION OF COVER	SUM INSURED (FRW)
1	Accidental DEATH
2	Accidental Total Permanent Disability
3	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

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RADIANT INSURANCE COMPANY LTD

DEFINITION OF COVER

TABLE OF PERMANENT DISABILITIES (See Annex table)

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

TOTAL PERMANENT LOSS of use of member shall be treated as loss of member. The percentage of incapacity for alkalosis of any joint shall be reckoned as from 25 to 100 percent of the incapacity for loss of the part of that joint, according to whether the joint is alkalized in a favorable position

LOSS OF EYE shall mean total loss and irrecoverable loss of all sight rendering the insured person absolutely blind in that eye beyond remedy by surgical or other treatment.

LOSS OF LIMB shall mean total loss by physical severance of hand or foot,

PERMANENT TOTAL DISABLEMENT shall mean absolute disablement from engaging in or giving attention to the Insured person's ordinary profession or occupation,

TEMPORARY TOTAL DISABLEMENT shall mean disablement from engaging in or giving attention to any portion of the insured person's ordinary profession or occupation.

MEDICAL EXPENSES shall mean the cost of medical surgical or other remedial attention treatment of appliances given or prescribed by a qualified medical practitioner.

PROVISOS RELATIVE TO WORKMEN COMPENSATION

PROVIDED ALWAYS that in the event of any change in the Workmen's Compensation or the substitution of other legislation therefore during the Period of Insurance this Policy shall remain in force subject to the Insured providing revised estimated earnings and paying additional premium as appropriate and in the event of the Insured's failure to provide such estimated earnings the liability of the Company in respect of the Insured's liability under such Law(s) shall be limited to such sums as the Company would have been liable to pay if the Workmen's Compensation had remained unaltered.

Jurisdiction Clause

The indemnity provided by this Policy shall apply in respect of judgements, which are in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Rwanda.

MEDICAL EXPENSES

The indemnity provided by this Policy includes all medical expenses incurred as a result of an accident which entitles the employee to compensation under the provisions of this Policy subject to the maximum amount stated in the Schedule.

EARNINGS

The earnings referred to under this policy means the basic salary plus all other allowances of constant nature.

EXCEPTIONS RELATIVE TO WORKMEN COMPENSATION

The Company shall not be liable in respect of:

a) Any liability not provided for in the Workmen's Compensation stated in the

Schedule;

- b) Any accidental death or injury occurring outside the normal working hours of the employee;
- c) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- d) Any injury by accident sustained outside the Geographical Area by any employee whose contract of service is not made in Rwanda and not subject to the Laws of Rwanda;
- e) Any injury by accident sustained by any employee who is below the age of eighteen years.
- f) Any injury caused or contributed to directly or indirectly by deliberate and wilful misconduct of the employee.
- g) Any liability arising out of any court proceedings;
- h) Any liability arising out of pre-existing medical conditions unless the same had been declared.
- i) Any sum which the Insured would have been entitled to recover from any party but which cannot be recovered due to an agreement between the Insured and such party;
- j) Any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by the Insurer and endorsed in the Policy.
- k) Any injury by accident attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. (For the purpose of this provision, "terrorism" shall mean an act, including but not limited to the use of violence or force

and/or the threat thereof, whether 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:

- l) Any injury whereas the premium payable in respect to this policy has not been paid and receipted by the Company
- m) any kind of diseases
- n) Any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - i) Nuclear weapons material
 - ii) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS RELATIVE TO WORKMEN

COMPENSATION

1. Specific Meaning of Words

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 specific meaning wherever it may appear.

2. Conditions Precedent to Company's Liability

The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by

the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Notices and Communications

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. Requirement of Insured to observe statutory obligations

The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations in the conduct of the Business.

5. Notification of all possible occurrences and co-operation by Insured

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars and in any case not later than five (5) days. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

6. Requirement of Insured not to Admit Liability

No admission offer promise or payment shall be made by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or

damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

7. Double Insurance

If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

8. Claim Documentation Condition

- a) All accidents and incidents, however trivial must be reported to the company
- b) No claim will be considered by the Company unless the following documentation is submitted:
 - Duly completed Claim-form
 - Copy of the current wage-roll
 - Payslips of 4 months prior to the accident
 - Copy of the injured employee appointment letter
 - Medical bills & copy of death Certificate
 - Identification Card (I.D) of the claimant
 - Payment of the Excess if any specified on the schedule

WARRANTIES APPLICABLE TO THE WORKMEN COMPENSATION POLICY

A. Records Warranty

WARRANTED that the insured shall at all times keep full and proper records of all employees including details of:

- a) their full names and national identity

card number, passports or any other acceptable form of identity;

b) the date and the time of engagement;

c) their salaries wages or earnings and,

Such records shall be retained for a period of not less than six (6) years.

**B. Safety and Health Committees Warranty
(For industries and construction)**

It is hereby warranted that the insured shall establish Safety and Health Committees at all workplaces employing twenty or more persons.

It is further warranted that no claim shall be paid unless the Committee authenticates the occurrence of the accident in a report. The report must contain the details of injuries, time and date of accident plus the details of first aid or emergency treatment. The insured must keep proper records of minutes of the Committee meetings and of all accidents and injuries during the currency of the cover.

C. Statutory Requirements

It is hereby warranted that the insured shall comply with all statutory requirements.

TRANSPORTATION OF WORKERS CLAUSE

The indemnity provided by this Policy shall apply to transportation of employees in vehicle(s) owned or hired by the Insured to and from their officially designated places of work and only in the course of their employment and/or (if applicable under the Schedule) to and from social recreational and sporting activities and whilst participating in such activities organised by or on behalf of the Insured

PROVIDED that such vehicle(s) conform to the requirements of the Traffic Law(s) of Rwanda.

APPLICABLE CLAUSES

DOUBLE BENEFITS CLAUSE

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 benefit is 75% of the accumulated Capital Sum Insured.

DISAPPEARANCE CLAUSE

It is hereby declared and agreed that subject to the Terms, Limitations, Conditions and Exclusions of the Insurance except as specifically provided herein if the Insured Person disappears during the currency of the Insurance and his body is not found within one year of his disappearance and sufficient evidence is produced satisfactory to the Company that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the Company shall forthwith pay the death benefit under this insurance, provided that the Person or Persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person subsequently is found to be alive.

RIOT & STRIKE OR CIVIL COMMOTION

It is hereby understood and agreed that the within Policy is extended to cover losses or expenses caused by or resulting from riots, strikes and civil commotion. Consequently the words "Riot, Strike and Civil Commotion" are deleted from the provisos on the face of the Policy.

PAYMENT ON ACCOUNT CLAUSE

Payments on account will be made to the Insured monthly during the period of Insurance if desired, but no case shall such payment exceed the Insured total liability for the event described in the schedule of

Benefits and any such payment will be subject to the Company being satisfied with medical evidence in support of the claim for an event covered by this policy.

EXPOSURE CLAUSE

In consideration of the premium paid hereon it is hereby agreed that, subject otherwise to its terms, limitations and conditions, this insurance covers claims arising out of bodily injury caused by exposure to the elements as the result of an accident covered hereunder.

BASIS OF CONTRACT

It is hereby declared and agreed that the insured not having completed the insurer's formal printed proposal form for this class of business but having proposed to the insurers by means the above mentioned Broker's Risk-Note, wherever the within policy makes reference to proposal and/or declaration, these terms shall be deemed to include the terms agreed on at the time of making the quotation for the said class of business.

In the event of a conflict in terms between the Brokers' risk note and the agreed on terms, the latter shall prevail.

AGE LIMIT

This policy shall not cover any person less than 18 years or older than 70 years, unless specifically provided. The cover provided under this policy shall be deemed to be discontinued on attainment of the upper age limit provided.

MAXIMUM AMOUNT OF COMPENSATION ANY ONE PERSON

It is hereby declared and agreed that the company's maximum amount of compensation payable under this policy in respect of any one person insured under this policy shall not exceed the amount stated on the schedule.

RE-PATRIATION CLAUSE (AIRFARES FOR TREATMENT CLAUSE)

It is hereby declared and agreed that the benefits payable under Medical Expenses Limit under this policy is deemed to include airfare for treatment and repatriation cost at the limit indicated on the schedule, only if deemed necessary by a qualified doctor or surgeon.

TRUSTEE CLAUSE

In the event of any claim becoming payable under this Insurance all benefit are payable to the insured who shall hold such benefit paid in trust for the lives assured and which shall constitute a valid discharge.

ACCUMULATION CLAUSE

It is hereby declared and agreed that the Company's aggregate amount of compensation payable in respect of all Persons Insured traveling in one aircraft or surface vehicle or vessel shall not exceed the limit stated on the Schedule

LIMITATIONS

- a) The maximum sum payable in respect of any insured person under Death benefit, Permanent Disablement or Temporary Disablement in respect of any one period of insurance shall not exceed the Death & Permanent Disablement Benefits whichever is greater.
- b) Compensation shall not be payable under Temporary Total Disablement where compensation is Payable under Death Benefit or where the insured is entitled to 100% compensation under Permanent Total Disablement.
- c) Compensation shall not be payable under the Temporary Total Disablement until the total amount has been agreed nor in respect of any period of disablement unless the insured shall have received medical attention from

and continued under the care of a qualified Medical Practitioner.

GENERAL 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 the policy or the schedule shall bear such specific meaning wherever it may appear.

2. Observation:

The due observance and fulfillment of the terms conditions and endorsements of this policy so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

3. Notice:

The insured shall give immediate notice to the company of any change of address, or of any change in occupation or pursuits or of any disease physical defect or infirmity by which an employee has become affected.

4. Alteration:

No alteration in the terms of this policy and no endorsement hereon shall be valid unless signed or initiated by the attorney of the company or by an authorized official of the company.

5. Precautions:

The insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

6. Claims:

In the event of any occurrence which may give rise to a claim under this policy the insured shall as soon as possible give notice thereof to the company with full particulars every letter, claim, writ, summons and process shall be notified or forwarded to the company immediately on receipt. Notice shall also be given to the company immediately the insured shall have knowledge of any impending prosecution, inquest, or fatal inquiry in connection with any such occurrence as aforesaid.

7. Other Insurance:

If at the time any claim arises under this policy there by any other insurance covering the same liability the company shall not be liable to pay or contribute more than its rate able proportion of any such claim and costs and expenses in connection therewith.

8. Premium Adjustment:

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages/salaries and other earnings paid by the insured to employees during each period of insurance the name of every employee together with the amount of wages/salary and other earnings shall be properly recorded and the insured shall at all times allow the company to inspect such records and shall supply the company with a correct account of all such wages salaries and other earnings paid during any period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the company or by a refund by the company as the case may be subject to the company retaining the minimum premium of 75% of the provisional premium.

9. Arbitration:

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 company if the company 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.

10. Premium Conditions & Wages Declarations by the Insured

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance duly certified by the Insured's then auditors within three months from the expiry date of such Period of Insurance.

If the amount so paid shall differ from the

amount on which premium has been paid the difference shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but such refund by the Company shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance.

If the Insured shall not have supplied to the Company with the audited account of all wages salaries and other earnings paid within the aforesaid Period, the Company shall be entitled to twenty five (25%) per cent additional premium of the deposit paid for that period.

If the schedule of the insured wages and salary differs from the actual wage-roll and the insured has not declared the actual earnings and paid the additional premium the company shall have the right to prorate any payable claim in proportion the rate of under-insurance.

The Company will not be bound by any premium receipt unless given on their printed official receipt form. Where this Policy is void or the benefit hereunder is forfeited the premium paid in respect hereof will be retained by the Company.

The Insured shall supply a fresh declaration of wages at the commencement of each Period of Insurance.

11. Cancellation of Policy

The Company may cancel this policy by sending seven days notice in writing to the insured. The notice shall be deemed to have been received by the Insured if it is delivered by hand to the insured's offices or on completion of transmission if it is sent by telex or facsimile. Where the notice is sent by Post, it will be deemed to have been received after three days with effect from the date of posting to the insured's last known address. In such event the

Company will return to the insured the premium paid less the pro rata portion thereof for the period of insurance the policy has been in force (provided no claim has arisen during the period).

The policy may be cancelled at any time by the insured and (provided no claim has

arisen during the current period of Insurance) the insured shall be entitled to the difference (if any) between the premium paid and premium calculated at the Company's short period rates for the period of Insurance the policy has been in force.

Done atDate of signature

FOR AND ON BEHALF OF THE INSURED

FOR AND ON BEHALF OF THE COMPANY

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RADIANT INSURANCE COMPANY LTD

ANNEX: TABLE OF PERMANENT DISABILITIES

INJURY	%	INJURY	%
(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	10
(16) Three phalanges	10	(38) Loss of one whole eye or total and irremediable blindness in one eye	100
(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		

