SONARWA General

SONARWA General
Insurance Company Limited

GROUP PERSONAL ACCIDENT INSURANCE POLICY

Insured	: ………………….....
Address	: ……………………
Account Number	: ……………………
Policy No	: ……………………
Effect Date	: …………………….
Expiry Date	: ……………………
Site/Project Name	: ……………………

COVER

Compensation against accidental death and/or bodily injuries in accordance with benefits as specified in the policy. The cover provided is working hours including duty, to and from work. At the expiry date, the contract will be renewed upon the consent of the two parties. This policy covers Accidental Death, Total Permanent Disability, Accidental Medical Fees for ……………..workers of the Insured arising out of an accident for a period of twelve months starting from ……………. to ………………... and they are all covered under this policy.

BENEFITS AND PREMIUM

Description	Cover	Sum Insured	Premium
……………… workers	-Accidental death -Permanent Disability -Medical expenses	………………….. ………………… …………………	………… ………… …………

Net premium	…………	Rwf
Administrative fees	…………	Rwf
V.A.T.	………….	Rwf
Total Premium	**………….**	**Rwf**

Geographical limit: The policy is valid within the geographical limits of Rwanda.

Within the scope of this policy duty time shall be understood as the moment when workers are at work including on their direct way from home to work and vice versa.

SPECIAL CLAUSES

* Age Limits –18 years to 65 years
* Accumulation – As per limit of indemnity
* Drugs Exclusion not to apply where drugs are administered by a medical practitioner
* Pre-existing condition exclusion.
* Dangerous sports and pleasures exclusion
* Worker related injuries only covered
* Payment on account
* Disappearance clause
* Excluding Mental Disease
* Health & Safety Warranty

General exclusions:

- Being under the influence of or being affected by alcohol, drugs, or insanity
- Attempted suicide
- Child birth or Pregnancy
- War and related risks

Register of attendance warranty: It is hereby agreed that this policy is issued with no the list of employees/workers nor provided their IDs. if a claim arising thereon claim will be fully settled, however the subscriber/Policy holder commits to maintain an attendance register of employees at the place of work and avail it for Insurers inspection at any time insurer requested so.

Claim Report: 5 days in writing, and the next 7 days' submission of all documents required to submit a claim.

Beneficiary clause: It is hereby agreed that the sum insured in case of death or medical proven mental disability shall only be paid equally shared to close family (Spouse, Children or their legal representative). If insured doesn't have family, policy benefit shall be paid to legal next of kin.

Medical fees clause: It is hereby agreed that medical fees are covered on refund basis. Therefore, Insured and or Subscriber shall submit to Insurer for refund, original medical/hospital bill and pharmaceutical bills, provided that the total amount to be reimbursed shall in no case exceed the amount specified in the policy schedule.

EXCESS: NIL

FINAL DISPOSITION The parties agree that in case of a conflict between the terms of these particular conditions and general conditions, terms of these particular conditions shall prevail.

Premium payment warranty

It is hereby expressly agreed cover under this Policy is granted subject to full payment of premium within a day from inception/renewal. It is further declared and agreed that this policy will be voidable at the insurer discretion if the premium was not paid within the same day and the insured shall be compelled to pay premium for the period, he has been on cover provided that if a claim has arisen before termination is enforced, full annual premium shall be due to Insurer.

This policy is established in two (2) copies and comes into effect from **…./…../20….**

- **Subject otherwise to terms, conditions, and limitations of the Policy document.**

Done at Kigali, on ………………………

For Insured   For Insurer

……………………...   SONARWA General Insurance Company Ltd

GROUP PERSONAL ACCIDENT

Policy Document

WHEREAS the Insured named in the schedule hereto has applied in writing on the proposal signed by or on behalf of the insured which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this contract and which is to be deemed incorporated herein has applied to the Union Insurance Rwanda Limited (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the Company the sum designated as first premium in the Schedule hereto as the premium and consideration for the said insurance for the period set-forth in the said Schedule

NOW THEREFORE THIS POLICY WITNESSETH THAT the Company hereby agrees subject to the prior payment of the premium as consideration and to the terms provisions exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of the policy) to insure the Insured during the said period or during any further period for which the Company may agree to renew the insurance upon the basis of and in conformity with the table of compensation contained in the Schedule hereto against the event of bodily injury caused by violent, accidental, external and visible means which injury shall solely and independently of any other cause result in the insured's death or disablement and subject to the terms as aforesaid the Company hereby binds itself to pay to the Insured or in the event of the insured's death to the insured's legal personal representatives the sum or the sums of money as provided in the said Schedule provided always that such bodily injury is sustained during the period covered by the policy or during any period for which the Company may agree to renew the policy and that no waiver of any of the terms of this policy shall be valid unless made in writing and signed by an authorized officer of the Company.

GEOGRAPHICAL AREA: Rwanda, but extended to worldwide for travel purposes for a period of up to three (3) months in any one period.

EXCEPTIONS

Except in so far as the Company shall by endorsement hereon have agreed to the contrary, this policy does not insure against:

I. Death or disablement directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war invasions act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection mutiny military or usurped power.

2. 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, failure to obtain medical advice and act upon the same, insanity or venereal disease.

3. Death or disablement caused by or consequent upon participation in wild beast or big- game hunting, climbing and mountaineering (using ropes), winter sports, racing (other than on foot), polo, football (other than as an amateur), motor cycling (excluding motor cycles under 250 cc), aqua lag diving, parachuting, boxing, soccer, polo, water skiing jumping, water boating, professional wrestling and martial arts, show jumping, yachting outside territorial waters.

4. Death or disablement where the Insured is a female resulting directly or indirectly from pregnancy or childbirth.

5. Death or disablement occurring whilst the Insured is engaged in aviation except as a passenger on a recognized airline operating on regular scheduled air routes or in any chartered aircraft duly licensed as a recognized carrier.

6. Death or disablement arising out of serving in the Armed Forces of any country or international authority, whether in peace or war.

7. Death or disablement arising out of driving or riding as a passenger in or on (a) any vehicle engaged in any race, speed testing or endurance test or (b) any vehicle used for acrobatic or stunt driving or (c) for smashing, such as in “demolition derby” or (d) for any other purpose except transportation.

8. Death or disablement caused by earthquake, atmospheric, geological or climatic conditions or any other naturally deteriorating cause or condition.

9. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder.

10. **Political risks exclusion**

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:

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

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

iii) 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.

iv) Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder.

v) Any act 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.

vi) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (iv) and (v) above.

vii) Plundering, looting, war pillage in connection with riots and/or civil commotion.

For the purposes of clauses iv), v) and vi), any loss or damage occasioned directly by a labour disturbance, lock-out or strike shall not be excluded.

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

11. **Terrorism exclusion**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this Insurance agreement does not cover any liability, loss, damage 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 consequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such a loss, damage or expense is covered shall be upon the Insured.

CONDITIONS

1. CLAIMS PROCEDURE

Notice of any accident with full particulars and medical certificates must be given to the Company as soon as possible and in any case within thirty days from its occurrence and in default thereof (unless the delay is explained to the reasonable satisfaction of the Company) and satisfactory proof as required by the Company at the expense of the Insured or his legal personal representatives of the cause of death or injury as the case may be no claim in respect of that accident will be admitted. The company shall in no circumstances be under any liability hereunder in respect of any accident unless notice thereof be given to the company within twelve calendar months from its occurrence.

And in case the accident shall not prove immediately fatal the Insured must be attended to by a duly qualified and registered medical practitioner and must at his own expense within seven days after receipt of demand post to the Company a full written report by such medical practitioner setting forth the facts of the case and the extent of disablement. The Insured further shall when required by the Company submit himself/herself to be examined by the medical or other officer of the Company and shall at all times send by post at his own expense within seven days after receipt of demand all such further evidence and information by certificates declarations or otherwise as may be from time to time required in order to ascertain and prove the nature and extent of the injuries; and in case of death there must be delivered to the Company a certificate from the medical attendant of the Insured stating as fully as possible the nature extent and duration of the injuries the cause of death and all such other information and evidence as the Company may require or consider necessary to satisfy itself of its liability and the identity of the Insured and of the title of the claimant. In case of death of the Insured the Company shall have the right to have a post mortem examination made at its own expense.

2. CLAIMS DISCHARGE

Any receipt of discharge which the Insured may grant to the Company for compensation under this policy shall be deemed a final and complete discharge of all claims in respect of all and every injury complication or contingency (including death) resulting to the Insured in consequence of the same accident whether resulting before or after the date of such receipt or discharge and in no case shall any claim be Competent for a second payment in respect of any results or effects whatsoever (including death) of the same accident. No sum payable under this policy shall carry interest.

3. NOTIFICATION OF CHANGE

The Insured shall give notice to the Company of any change of name, address, occupation, beneficiary, intermediary or any other material changes immediately after such change.

4. RENEWAL AND CANCELLATION

The Company shall not be bound to send any notice of the renewal premiums becoming due or to accept any renewal of this policy. The company may cancel this policy by sending seven days' notice by registered letter to the insured at his last known address and in such event will return to the Insured the premium paid less the pro rata Portion thereof for the period the policy has been in force. This policy may also be terminated at the request of the Insured by giving a seven-day notice to that effect to the Company and the Insured shall be entitled to a return of premium less the pro-rata portion thereof for the period the Policy has been in force at the Company's short period rates. In the event that a claim shall have been made under the policy, there shall be no refund of premium upon cancellation.

5. AGE LIMIT

This policy does not cover persons under the age of eighteen years and shall not be continued at all after the end of the year of insurance during which the Insured attains the age of seventy years.

6. 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 the Republic of Rwanda.

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

7. OBSERVANCE

The due observance and fulfilment of the terms of this policy insofar 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.

EXTENSIVE CLAUSES

These clauses are only applicable if stated on the schedule of this policy as being applicable.

DISAPPEARANCE

It is hereby declared and agreed that if the Insured disappears during the period of insurance and the body is not found within 12 months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the insured (or the Insured Person) has sustained bodily injury and that such bodily injury has resulted in death in 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 the Insured Person) subsequently be found to be living.

RIOT & STRIKES EXTENSION

It is hereby declared 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 deemed to be deleted from exception 9 of the within policy.

AIR FARES FOR TREATMENT

It is hereby declared and agreed that the sum insured under Medical Expenses shall extend to include the cost of any Air Fares incurred solely for the purpose of transporting the insured person to a place outside Rwanda for Medical Treatment provided that the insured person's medical practitioner certifies that this is necessary and the Medical Expenses Limit in respect of the insured person allow. In any case the cost of such fares and all other medical expenses shall be taken into account in determining the Total Medical Expenses.

EXPOSURE

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

MOTOR CYCLING

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the insurance provided by this policy applies to bodily injury as herein defined sustained in connection with the use of a motorcycle or motor scooter provided that the cubic capacity does not exceed 250cc and other than while the insured is engaged in speed trials or racing of any kind.

TABLE OF PERMANENT DISABILITIES

CONTINENTAL SCALE BENEFITS

The following percentages of the Principal Sum shall be payable in the event of Accidental Bodily Injury resulting in:-

Description of permanent disablement	**Percentage of maximum benefits payable**
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total paralysis	100%
Injury resulting in being permanently bedridden	100%
Any other Injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between elbow and shoulder	100%
Loss of arm at elbow	100%
Loss of arm between wrist and elbow	100%
Loss of hand at wrist	100%
Description of permanent disablement	**Percentage of maximum benefits**
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb - both phalanges	25%
- one phalanx	10%
Loss of index finger - three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger - three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger - three phalanges	5%
- two phalanges	4%
- one phalanx	2%
Description of permanent disablement	**Percentage of maximum benefits payable**
Loss of little finger - three phalanges	4%
- two phalanges	3%
- one phalanx	2%

Loss of metacarpals	- first or second (additional)	3%
	- third fourth or fifth (additional)	2%
Loss of Leg	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
Loss of toes	- all	15%
	- great, both phalanges	5%
	- great, one phalanx	2%
	- other than great, if more	
	- than one two lost, each	1%

Description of permanent disablement		**Percentage of maximum benefits**
Eye: loss of	- whole eye	100%
	- sight of	100%
	- sight of except perception of light	50%
	- lens of	50%
Loss of hearing	- both ears	75%
	- one ear	15%

Temporary Total Disablement (The amount specified in the schedule
Hospital Cash
Medical Expenses
Artificial Appliance
Last Expense

SPECIFIC PROVISIONS

i) The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members

ii) In the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable

iii) In the event of Permanent Disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured

iv) If the Insured is left-handed the percentages relating to the right arm or right hand shall apply to the left arm and left hand respectively and the percentages relating to the left arm or left hand shall apply to the right arm and right hand respectively.

v) When more than one permanent disablement arises from one accident the percentages are added together but cannot exceed 100% of the Maximum Benefit stated in the Schedule of Benefits

vi) Funeral expenses shall become payable upon full proof in writing and or through any documentary evidence of the death of the insured.

vii) In the event of the insured person being hospitalized for a period in excess of the three (3) days deferment period, as a result of an accident, the company will pay the hospital cash benefit up to the amount stated in the schedule.

DEFINITIONS

LOSS OF EYE

Shall mean total and irrecoverable loss of all sight rendering the insured person absolutely blind in that eye beyond remedy by surgical and 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 given or prescribed by a qualified medical practitioner.

COST OF ARTIFICIAL APPLIANCES

Shall mean the cost of appliances given or prescribed by a qualified and registered member of the medical profession.

DEFERMENT PERIOD

Shall mean the initial period during which no benefit is payable.

FOOTBALL

Shall mean rugby, soccer, football and all associated games.