

## **PERSONAL ACCIDENT INSURANCE POLICY THE INSURANCE AGREEMENT**

Whereas the Insured described in the Schedule has by a proposal and declaration written application or statement which shall be the basis of this contract has applied to the Company and in consideration of payment of premium for the insurance herein contained;

**NOW THIS POLICY WITNESSES** that the Company has, subject to the terms, conditions and exceptions of this policy, agreed to provide compensation for the events as stated herein, if during the Period of Insurance the Insured shall suffer bodily injury, solely and directly caused by accidental, violent, visible and external means, and which shall within twelve (12) calendar months result in death, disablement or the incurring of medical expenses.

The amount payable by the Company shall in no case exceed in respect of each benefit the limit stated in the Schedule or such other amount as may be agreed between the Company and the insured by endorsement.

### **ADDITIONAL BENEFITS**

The Company will pay the benefits claimed in respect of bodily injury or death suffered by the Insured following:-

#### **Disappearance**

In the event that the Insured has disappeared without trace and the body cannot be found within 365 days (1 year) from the date of such disappearance and sufficient and satisfactory evidence is produced that leads the Company to conclude that the person has sustained bodily injury and such bodily injury caused death, the Company shall pay the death benefit.

Provided that the person or persons to whom the claim is paid shall sign and undertake to refund to the Company the amounts paid if the person is discovered to be living.

## **DEFINITIONS**

### **Occupation**

The Insured's usual occupation, business, trade or profession.

### **Accident**

A sudden, violent and unexpected visible external event occurring during the period the policy is in force and resulting in death of or bodily injury to the Insured.

### **Injury**

Bodily injury which is suffered by an Insured person during the period of this policy and caused by an Accident.

### **Loss of Limb**

Loss by severance of a hand at or above the wrist or of a foot at or above the ankle.

### **Loss of use**

Total functional disablement and is classified as the total loss of the said limb or organ.

### **Death**

The death of the Insured occurring within 12 calendar months resulting directly and independently of any other cause from an accident.

### **Permanent Total Disablement**

Total disability that manifests within 12 calendar months of the date of the accident, that renders the Insured incapable of attending to their usual business or occupation or engaging in any occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which he would normally carry out in his daily life, provided such disability is total, continuous and permanent.

### **Temporary Total Disablement**

This is disability that renders the Insured entirely incapable of attending to his daily business or his usual occupation or if he has no business or occupation, from attending to any duties which he would normally be carried out by him in his daily life for a period of time.

### **Medical Expenses**

The actual cost of medical, surgical, hospital and related expenses necessarily and reasonably incurred for treatment of injuries resulting from an accident as defined in this policy.

### **EXCEPTIONS**

This Policy does not cover death or disablement caused by, contributed to by or arising from:

1. Intentional self-inflicted injury.
2. Suicide or any attempt thereat.
3. Insanity.
4. Own criminal act, dueling, or fighting (except in self-defense).
5. Bodily injury suffered by the Insured whilst under the influence of or due wholly or partly to the effects of intoxicating liquor and/or drugs except where drugs are prescribed by a medical practitioner or such qualified person, but not for treatment of drug addiction.
6. Pregnancy, childbirth, miscarriage and abortion.
7. Bacterial, viral, fungal infection other than infection occurring as a consequence of an accident.

8. Any pre-existing and/or recurring illness, condition, physical defect or mental infirmity.
9. Accident occurring while the Insured is travelling in, boarding, or alighting from any aerial device except as a passenger in any properly licensed private and/or commercial aircraft, including but not limited to accidents occurring while the Insured is acting as an operator, pilot or member of the air crew or undertaking any aerial activity, navigation or technical operation therein or thereon.
10. The Insured engaging in any of the following activities or other sports or pastimes involving exceptional risk of accident including but not limited to the following:- aqualung diving, boxing, climbing or  
  
mountaineering necessitating the use of ropes or guides, football (except amateur football), hang gliding, wild hunting, ice hockey, motor racing, motorcycle cycle racing, parachuting, polo, potholing, power boating, racing other than on foot, rugby, show jumping, ski-ing or sledging, water skiing, ice skating, winter sports, wrestling including judo, karate and any other unarmed combat, Yachting outside territorial waters and other hazardous occupations/activities.
11. Elective or cosmetic surgery and associated treatment.
12. The Insured serving on full time active duty in the disciplined forces, military, naval, air force or other armed service or operation of any country or international authority, whether in time of peace or war.
13. Claims and/or medical costs relating to the Insured's willful exposure to peril except in attempt to save human life.
14. Suffering from any sickness, disease or infirmity not resulting from accidental bodily injury.
15. War, invasion, act of foreign enemy, hostilities or warlike operations  
  
(whether war be declared or not) civil war, direct and willful participation in a riot, strike and civil commotion, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution, military or usurped power,

martial law, state of siege or any events or causes which determine the proclamation of maintenance of martial law or state of siege.

16. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. Terrorism shall be deemed to mean the use of violence for political ends and for the purposes of putting the public in fear.

In the event of any claim hereunder the insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrence or any consequence thereof and in default of such proof the

Company shall not be liable to make any payment in respect of such a claim

#### **EVENTS COVERED UNDER THIS POLICY**

A – Death: death as a result of an accident.

B – Permanent Disablement:

- (i) Injury specified in the Permanent Disability Scale; or
- (ii) Injury not specified in the Permanent Disability Scale where the injury is not specified, the Company will adopt a percentage of disablement which is consistent with the provisions of the permanent disability scale.

C – Temporary Total Disablement.

D – Medical Expenses.

#### **Provided always that:**

1. Benefits arising from events A, B or C above are only payable where the death or the disablement occurs within a period of 12 calendar months of the accident.
2. Weekly benefit shall become payable upon determination of the total amount due. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same accident.

3. If more than one of the disabilities as defined under event B arises in any one accident the appropriate percentages will be added together but the amount payable under this Policy shall not exceed in total 100% of the maximum benefits stated in the Schedule.
4. Any sum payable under event A shall be reduced by the total of any payments that may have been made under benefit B.
5. Payments under event C and/or D may be withheld until the total amounts payable to the insured has been proved and determined to the Company's satisfaction.
6. Payment shall not be made under event C for more than 104 weeks from the date of the accident.

## **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 this policy or of the Schedule shall bear such specific meaning wherever it may appear.

### **2. Material Disclosure**

If there shall be any misdescription, misrepresentation or non-disclosure of a material fact from the information supplied by the Insured, this policy shall be rendered null and void.

### **3. Medical Examination**

The Insured shall submit to medical examination at the expense of the Company as may be required in connection with any claim.

### **4. Communication**

Every written communication shall be sent to the Insured's last known address or delivered personally.

Notices and information to the Company must be in writing and sent to the registered office of the Company or its branch office.

### **5. Alteration**

The Insured shall within a reasonable time notify the Company in writing of any change in the occupation of the Insured or habits or pursuits that may alter the circumstances that existed at the commencement of the policy and are likely to increase the risk of injury.

Until the Company be advised of such alteration and expressly agrees in writing to accept liability for such altered risk, the Company shall not be liable in respect of any injury due to any such alteration or change in circumstances.

### **6. Claims procedures**

- a) The insured shall give notice in writing with full particulars of the injuries suffered as soon as reasonably possible upon the happening of an accident.

- b) All supporting documents and information required by the Company shall be furnished by the Insured or a personal representative in the form and manner required by the Company.
- c) The Company may carry out any necessary investigation and the Insured or his personal representative shall co-operate fully with such investigation.
- d) In case of death of the Insured, a qualified medical practitioner may be appointed by the Company and shall be allowed to carry out a post-mortem examination.

### **7. Named Beneficiary**

The death benefit will be paid to the declared beneficiary or the Insured's estate.

Payment of any amount payable under this policy by the Company in accordance with this clause shall effectively discharge the Company from any other liability on the claim.

### **8. Notice of Charge**

The Company shall not be affected by any notice of any trust, charge, lien, assignment or other dealing, and the receipt of the Insured or his representative of any payment hereunder shall in all cases be an effective discharge to the Company.

### **9. Fraudulent Claims**

If the Insured or his representative shall make a claim knowing the same to be fraudulent the claim shall not be payable. The Company may in addition refer the matter to the relevant law enforcement authority.

### **10. Cancellation**

The Policy may be cancelled at any time at the request of the Insured in which case the Company will retain a premium calculated on pro rata basis for the time this Policy has been in force and provided no claim has arisen during the current Period of Insurance.

The Policy may also be cancelled at the option of the Company on 14 days notice being given to the Insured in writing in which case the Company shall be liable to return a proportionate part of the premium for the unexpired period of the

Policy from such date of cancellation.



## **11. Dispute Resolution**

- a. For any disputes arising out of this Policy the Insured shall endeavor to resolve the matter by negotiation with the Company.
- b. Any disputes or issues not resolved by negotiation 30 days after the dispute arising may be resolved through a sole mediator jointly appointed by the parties in writing.
- c. Disputes that remain unresolved 60 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed either by the parties in writing or, in the absence of an agreement on the choice of arbitrator, by the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) upon the request of any of the parties.

## **12. Due Observance**

Compliance, observance and fulfillment of the terms of this Policy by the Insured shall be a condition precedent to any liability attaching under this

Policy.

## **13. Jurisdiction Clause**

The indemnity provided by this Policy shall apply only in respect of judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Kenya.