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WORKMEN COMPENSATION INSURANCE POLICY CONTRACT

Broker :
 Insured :
 Address :
 Code :
 Policy No :
 Period of Insurance :
 Effect Date :/...../20.....
 Expiry Date :/...../20.....
 Occupation :

I. Scope of Cover:

This policy covers Accidental Death, Permanent Disability, medical fees arising out an accident for insured workers when on duty within Rwandan territorial limits. Within the scope of this policy duty time shall be understood as the moment when employees are at work including on their direct way from home to place of work and vice versa.

Descriptions of Persons Insured	Details of cover/Benefits	SUM INSURED PER PERSON	SUM INSURED FOR ALLWORKERS	Net Premium (Rwf)
	Death			
	Permanent Disability			
	Medical Expenses			
NET PREMIUM				
FEES				
VAT				
Total Net Premium				

Excess: NIL

II. Special Clauses:

- Age Limits –18 years to 65 years
- Accumulation - limited to the terms of this policy
- Drugs Exclusion not to apply where drugs are administered by a medical practitioner

III. **Register of attendance warranty:**

It is hereby agreed that this policy is issued on without named list of employees/workers basis. Therefore, the subscriber/Policy holder commits to maintain an attendance register of employees at the place of work and avail it for Insurer's inspection at any time, breach of this warranty will end up by making the claim invalid.

IV. **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.

V. **Adequate protection warranty clause:**

It is hereby warranted that Employer shall provide to employees/workers, adequate protection against accidents (gloves, hamlets) and give clear instructions as to how and when to put it. Within the scope of this cover, adequate protection shall mean, the protection(s) recommended by the standards of the insured's activity/profession.

If the victim did not have the protection at the material time of accident and if this lack has been the cause of accident, the accident shall be treated as a self-inflicted injury excluded by the policy.

VI. **Exclusions**

- Disappearance clause
- Hi-jack clause
- Mountaineering (including use of ropes and guides)
- Attempted suicide
- Temporary disability as proven by the Doctor's Report
- War, Civil War, Political Risk and Terrorism Exclusion Clause
- Terrorism Exclusion Clause
- Sanction Limitation and Exclusion Clause
- Any form of HIV/AIDS and related claims.
- Sicknes other than as a consequence of an accident.
- Professional Sportsmen / Athletes (sport disability only) or Sport Teams.
- Aircraft crews (except if cover is provided for other than professional activities).
- Personal Accident insurance for professional activities of navy, army or air force personnel.
- Underground mining, Tunneling risks and other relative large underground works.
- Participation in speed races with motor vehicles of any kind.
- Crews of ships and Divers during professional activities.

VI. Adjustment of Premium (applicable to policies issued on unnamed employees' basis):

The premium payable hereon has been determined by reference to your estimate of the number of persons and their category as stated in the Schedule. It is hereby agreed that during the Policy Period you shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by us at any reasonable time.

In case of claim under this Policy, the insured shall provide us with a written record of the actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof at the insurer's request. If the actual number of persons within such category ascertained after the expiry of this Policy shall differ from your original estimate thereof, then:

if the actual number of persons within such category exceeds the estimate of the same, you shall pay us any additional premium that we may determine by reference to the differential, or if the actual number of persons within such category is less than the estimate of the same, we will reimburse you by reference to the differential but subject to minimum retention of premium of 50%

VII. Premium Warranty

It is hereby agreed and understood that the cover accorded herein will stand NULL AND VOID if the considerate premium is not paid in FULL within 30 days from the inception date of the policy. If policy is not paid within stated period cover will automatically be cancelled without notice and the insurer will be released any liability in respect to this contract and the insured will pay premium for period from the inception of the policy up to cancellation date.

It is warranted that the if the payment of Premium under the Policy has been made through a cheque and if the cheque is returned unpaid for whatever reasons, the policy will be null and void since inception without notice to the insured and no liability to the insurer shall attach under the Policy.

Subject to the workmen compensation insurance terms and conditions attached and forming part of the contract.

Done at Kigali,/..../20.....

For and On Behalf of Insured:

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For and On Behalf of Insurer:

PRIME INSURANCE LTD

WORKMEN COMPENSATION INSURANCE TERMS AND CONDITIONS

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree

1. The Proposal shall be incorporated and be the basis of the contract
2. The Insured will pay the premium
3. The Company will provide the Insurance subject to the terms of this Policy
4. The following shall be conditions precedent to any liability of the Company
 - a) Observance of the terms of this Policy relating to anything to be done or complied with by Insured or the Insured Person
 - b) The truth of the Proposal

Insurance

If during the Operative Time in any Period of Insurance the Insured Person shall suffer accidental bodily injury which shall independently of any other cause result within two years in the Death Disablement or the incurring of Medical Expenses for which the Benefit is claimed the Company will pay the appropriate Benefit to the Insured.

EXCEPTIONS

The Company shall not be liable in respect of

1. Bodily injury

(a) Sustained

- i. While the Insured Person is engaging in (or practicing for or taking part in training peculiar to) any of the Excluded Activities
- ii. By any person before such person attains the Lower Age Limit or after the expiry of the Period of Insurance during which such person attains the Upper Age Limit.

(b) Consequent upon

- i. The Insured Person committing or attempting to commit suicide or willfully exposing himself to needless peril except in an attempt to save human life
- ii. War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2. Bodily injury or Death Disablement or Medical expenses consequent upon or contributed to by the Insured Person

- (a) Having taken a drug unless the Insured proves that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction
- (b) Suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company

3. Death Disablement or Medical Expenses consequent upon or contributed to by the Insured Person being pregnant or suffering from sickness or disease not resulting from bodily injury or suffering from bodily injury due to gradually operating cause
4. Bodily injury or Death Disablement or Medical Expenses consequent upon or contributed to by riot strike civil commotion martial law political or labour disturbances act or terrorism murder or assault.

INTERPRETATIONS

For the purposes of this Policy

1. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured or the Insured Person in addition thereto or in substitution therefore
2. Climbing shall mean mountaineering or rock or cliff climbing necessitating the use of ropes or guides
3. Air Travel shall mean mounting into traveling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein
4. Football shall not include association football as an amateur
5. Motor-cycling shall include pillion riding
6. Power-boating shall mean the use of any combination of boat and engine capable of traveling faster than thirty knots
7. Racing shall not include racing on foot
8. Wood-working Machinery shall not include portable tools applied by hand and used solely for private purposes without reward
9. Winter Sports shall not include curling or skating
10. Wrestling shall include judo karate and any form of unarmed combat
11. Loss of Limb shall mean
 - a) In the case of lower limb loss by physical severance at or above the ankle or permanent
 - b) total loss of use of an entire leg or foot In the case of an upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand
12. Loss of Eye shall include total and irrecoverable loss of sight
13. Partial Disablement shall mean disablement from a substantial part of the Insured Person's usual occupation
14. Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges
15. Death Disablement or Medical Expenses as the direct result of exposure of the Insured Person to the elements shall be deemed to have caused by accidental bodily injury

Permanent Disablement Benefit

The Permanent Disablement Benefit shall be a percentage of the Sum Insured for Permanent Disablement equivalent to the degree of Disablement. The following scale states the percentages appropriate to forms of Permanent Disablement specified therein. For Permanent Disablement not specified shown in this scale without taking into account the occupation of the Insured Person.

(a) Permanent Total Disablement other than	
By loss of Limb or Eye from gainful	
Employment of any and every kind	100%
Loss of one or both eyes	100%

Permanent total loss of hearing	
In both ears	40%
In one ear	10%

Loss by amputation or permanent total loss of use of	
One or more Limbs	100%
One big toe	10%
Any other toe	5%

	Right	Left
	(To be reversed in Insured Person is left handed)	
One thumb	25%	20%
One forefinger	20%	15%
Any other finger	10%	6%
Permanent loss of use of		
Should or elbow	25%	20%
Wrist	20%	15%
Hip or knee or ankle	20%	20%
Removal of lower jaw by surgical operation	30%	

Additional Conditions

If Benefit is payable in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same accident the total of the percentages so payable shall not exceed 100% of sum Insured for Permanent Disablement . If Benefit is payable for loss or loss of use of a whole member of the body the Benefits for parts of that member cannot also be claimed.

CONDITIONS

1. As soon as practicable and in any case within fourteen days after the happening of any event may give rise to a claim written notice shall be given to the Company.
2. All certificates information and evidence required by the Company shall be furnished free of the expense to and in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim
3. The Insured or the Insured's personal representatives' receipt shall discharge the Company. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company. If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all, interests covered by this Policy

4.
 - a) Benefit shall not be payable in respect of any one Insured Person under more than one of Benefits 1 to 2 in connection with the same accident.
 - b) On the happening of an accident giving rise to a claim under Benefit 1 or 100% of the Sum Insured for Benefit 2 this Policy shall thereafter cease to apply to the Insured Person concerned.
 - c) Permanent Total Disablement shall have lasted for 104 weeks before it become payable.
 - d) If no Death Benefit is included in respect of the Insured Person no Benefit shall be payable for Permanent Disablement until at least thirteen weeks after the date of the accident and such Benefit shall then only be payable if the Death Benefit would not if included have become payable during that thirteen weeks as a result of the accident. If a Death Benefit is included but is less than the appropriate Benefit for Loss of Limb or Eye the amount payable for Loss of Limb or Eye shall not exceed the Death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the Death Benefit has not on the meantime become payable as a result of the accident
 - e) No sum payable under this Policy shall carry interest
 - f) No Benefit shall be payable due solely to inability to take part in sports or pastimes

5. The Company shall not be bound to accept or be affected by any notice of any trust charge lien assignment or other dealing within or relating to this Policy

6. The Insured shall give notice to the Company within a reasonable time of any material change in the Business or the Insured Person's Occupation or activities and shall pay any additional premium required by the Company in consequence thereof.

7. If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period on Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted.

8. The Company or the Insured may cancel this Policy by giving seven days' notice in writing to the other party at its last know address. If the Company gives such notice the Insured shall thereupon become entitled to a proportionate return of premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance.

9. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or within one month after the court has made its ruling, all benefit under this Policy shall be forfeited.

Done at Kigali, .../.../20.....

For and On Behalf of Insured:

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For and On Behalf of Insurer:

PRIME INSURANCE LTD