



GROUP PERSONAL ACCIDENT POLICY

WHEREAS the principle carrying on Business and no other for the purpose of this Insurance by a proposal and declaration and provision of certain information shall be the basis of this contract and are deemed to be incorporated herein has applied to the JUBILEE ALLIANZ GENERAL INSURANCE COMPANY LIMITED [hereinafter called the company] for the insurance hereinafter contained in respect of certain contingencies happening to any insured person during any period of insurance and has paid the premium as consideration for such insurance

NOW THIS POLICY WITNESSETH that if any insured person shall suffer Bodily injury as the result of an Accident the Company shall subject to the terms, Exception and Conditions contained hereon pay to the principle the Benefits specified in the schedule of benefits

Authorized Officer

Date

DEFINITIONS

“Bodily injury” shall mean bodily injury resulting solely and directly from accident, caused by outward violent and visible means which shall directly and independently of any other cause result within twelve calendar months in death or Disablement.

“loss of limb” shall mean the loss by amputation of an entire hand or of an entire foot.

“Loss of Sight” shall mean total and irrecoverable loss of sight.

EXCEPTIONS

1. The company shall not be liable in respect of Death or Disablement directly or indirectly consequent upon.

a] The Insured person being under the influence of or being affected [temporary or otherwise] by alcohol drugs venereal disease or insanity.

b] The insured person willfully exposing himself to needles peril [except in attempt to save

human life or committing or attempting to commit suicide whether felonious or not.

c] The Insured person engaging in Aviation [otherwise than as passenger in fully licensed

standard type of Aircraft operated by recognized Air line on regular route or in a fully licensed standard type of mult-engined Aircraft operated by a recognized Air Charter Company] Motor cycling polo racing on horseback or on

wheels football hockey Winter sports mountaineering necessitating the use of ropes or guides or the use of woodworking machine or engaging in hunting.

d] The insured person suffering from any physical defect or infirmity which existed prior to an Accident

e] Childbirth or pregnancy in the case of Woman

f] War invasion act of foreign enemy hostilities [whether war declared or not] civil war rebellion revolution insurrection or military or usurped power.

2. The company shall not be liable in respect of Death or Disablement of any person consequent upon an Accident occurring before such person attains the age of 18 years or after the expiry of the period of the insurance during which person attains the age of 65 years.

SCHEDULE OF BENEFITS

THE FOLLOWING BENEFITS SHALL APPLY INDIVIDUALLY TO EACH INSURED PERSON MENTIONED ON THE SCHEDULE:		
	RESULTS	COMPENSATION
Bodily injury caused solely by violent accidental external and visible means which injury shall independently of any other cause be the direct and sole cause of any of the results.	(1) Death	(1) As per the limit specified in the schedule
	(2) Permanent Disable	(2) Appropriate percentage of the limit as specified in the schedule of compensation for permanent Disablement
	3) Temporary Total disablement from engaging in or attending to the trade, or business or profession above described, or if the insured has no trade. Business or profession, total disablement which necessarily confines the insured immediately and continuously to home or hospital. and insured from attending to usual duties (if any)	3) At the rate of the limit specified in the policy schedule but not exceeding the actual weekly earnings of the insured
	4) Medical expenses necessarily incurred by the insured	4) The actual expenses incurred but not exceeding the limit stated in the policy schedule.
<p>* Occurring within three calendar months of the happening of the Event.</p> <p>From the happening of the Event, for so long as a Result shall continue, but exceeding 52 consecutive weeks for any single Event, provided that compensation shall not be payable for Result [1] or [2]</p> <p>1. Compensation shall not be payable:- [1] for more than one of the Results [1] to [3] [inclusive] caused by the same event except as regards Result 1, If compensation has been paid or is payable for Result 2 or 3. Then payment under result 1 will be limited to the sum by which compensation 1 exceeds compensation paid or payable under 2 or 3.</p> <p>[2] For any of the results until the total amount payable has first been agreed.</p> <p>II. A payment for any of the results 1 and 2 shall as from the date of the event, discharge the insurers from any further claim under this policy and the insurance granted by this policy shall cease to operate.</p>		

CONDITIONS

1. This policy and the schedule shall be read together and any word or expression to which specific meaning has been attached in any part of

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

2. Every Notice or communication to be given or made under this policy shall be in writing.

3. As soon as practicable and in any case within fourteen days after the happening of any event which may give rise to a claim written notice thereof shall be given to the company.

4. All certificates information and evidence required by the company shall be furnished free of expense to and in such form as the company shall prescribe. The Insured person shall as often as required submit the medical examination on behalf of the company at his own expense.

5. Nothing in this policy shall be deemed to give the Insured person the right to claim from or sue the company and compensation shall be payable only to the principle whose receipt shall in any case effectually discharge the company.

6. The principle shall give immediate written notice to the company of any material change in the business or in the occupation of the insured person and pay any additional amount that may be required by the company.

7. The company shall not be bound to send any notice of the renewal premium becoming due, nor to renew this policy. This policy is renewed year to year only by mutual agreement between the Insured and Company, but in any case will be subject to revision at the end of the period of Insurance during which the Insured attains age 65 years.

8. If any part of the premium or Renewal premium is calculated on estimates furnished by the principle the principle shall keep a record containing details of all insured persons and all other particulars relative thereto and shall at all times allow the company to inspect such records. The principle shall within one month from the expiry of each period of Insurance furnish to the company such particulars and information as the Company may require. The premium or Renewal premium for such period shall there upon be adjusted and any difference paid by or allowed to the principle as the case may be.

9. The Company may cancel this Policy by sending notice by registered letter to the Principle's last known address and in such event the Principle shall become entitled to the return of a proportionate part of the premium or Renewal premium corresponding to the unexpired period of insurance

or the premium or renewal premium shall be adjusted in the terms of Condition 8 as the case may be.

10. If any claim under this policy shall be in any respect fraudulent or if any fraudulent meant, or devices shall be used by the principle or anyone acting on the principle's behalf or by an Insured Person's legal representatives to obtain any benefits under this policy the Company shall be under no liability in respect of the claim.

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 differences or if they can not agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed by each of the parties in writing or in case of disagreement of an Umpire appointed by the Arbitrators in writing before entering upon the Reference. The costs of the reference and of the award shall be the discretion of the Arbitrator/ Arbitrators or Umpire making the Award whose Award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the company shall disclaim liability to the Principle for any claim here under 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 under this policy.

12. The due observance and fulfilment of the terms, conditions and endorsements so far as they relate to any thing to be done or complied with by the Principle and the truth of the statements and the answers in the said proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

JURISDICTION CLAUSE

Notwithstanding anything containing herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of Judgements delivered or obtained in the first instance otherwise than by a Court of competent Jurisdiction within Uganda.

2. Costs and expenses and litigation recovered by any claimant from the Insured which are not incurred in and recovered in Uganda. Subject otherwise, to the terms, Condition and Exception of this Policy.

SCHEDULE OF COMPENSATION FOR PERMANENT DISABLEMENT

Item 2

The compensation payable in the event of permanent Disablement shall be the following percentages of CAPITAL SUM INSURED or in the case of permanent Disablement not specified in this table a proportion of the same sum assessed with accordance with the degree of disablement by referring to the percentages indicated below without taking into account of the occupation of the insured person

[a] Incurable insanity totally preventing any occupation	100%
[b] Total organic paralysis	100%
[c] Total loss of sight	100%
[d] Loss of one eye by surgical operation	30%
[e] Total loss of sight of one eye without surgical operation	25%
[f] Total loss of hearing in both ears	40%
[g] Total loss of hearing in one ear	10%

Loss by amputation or complete loss of use

Right	Left		
[h] One arm or one hand		60%	50%
[I] One thumb		20%	17½%
[J] One index finger		15%	12½ %
[k] Any other finger		10%	7 ½ %
(i) Complete loss of use of shoulder or elbow		25%	20%
(m) Complete loss of use of wrist		20%	15%

Loss by amputation or Complete loss of use of

(n) One leg above or at the knee	50%
(o) One leg below the knee or one foot	10%
(P) One big toe	10%
(q) Any other toe	3%
(r) Complete of use of hip or of knee or ankle	20%
(s) Removal of lower jaw by surgical operation	30%
(t) Fractured leg foot with established non union	25%
(u) Fractured knee cup with established non union	20%
(v) Shortening of at least 5 centimeters of a leg	15%

PROVIDED ALWAYS THAT

- (i) Benefits (h) to (m) shall be reversed in the case of left handed persons
- (ii) In the event of compensation becoming payable under more than one of headings (a) to (v) in respect of one insured person the total sum payable shall not exceed 100% of the Compensation specified in this memorandum subject otherwise to the Terms Exception and condition of the policy.

CYBER EXCLUSION

Cyber Event Exclusion (absolute)

It is hereby understood and agreed that:

This (re)insurance contract does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any *Cyber Event*.

For the purposes of this endorsement:

Cyber Event means any actual, alleged or suspected:

- (a) damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or

- (b) unauthorized access to or use of any personal information / personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or

- (c) non-physical and technological failure of the *Company's Computer System*, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

- (d) malicious direction of network traffic, introduction of malicious computer code, or

other malicious attack directed at, occurring within, or utilizing the *Company's Computer System*. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

- (e) interruption of the insured company's business caused by an accidental, unintentional or negligent act, error or omission of the insured person in the operation or maintenance of the *Company's Computer System* which causes total or partial unavailability of the *Company's Computer System*; and/or

- (f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of *Cyber Event* definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the insured company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.

All other terms, conditions, provisions, exclusions and limitations of this (re)insurance contract otherwise remain unchanged.

PANDEMIC DISEASE EXCLUSION

COMMUNICABLE DISEASE EXCLUSION

This insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing

or in any way relating to a Communicable Disease or fear or threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property. Cost or expense includes, but is not limited to any cost to:

- (i) clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is

or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;

- (ii) monitor or test for Pathogens or a Contagious or Infectious Disease; or

- (iii) provide medical treatment for persons affected by a Contagious or Infectious Disease.

DISEASE means any infectious or contagious condition including, but not limited to, any condition caused by or arising out of any virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, regardless of the method of transmission.

For clarity, FEAR or THREAT is assumed when a government or public authority deems or confirms a fear or threat of a DISEASE outbreak, pandemic or epidemic either in writing or in any other form of media.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to pull the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

POLLUTION AND CONTAMINATION EXCLUSION

Any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against (1)
- Any peril insured against which itself results from a pollution or contamination
- Any liability in connection with disposed or dumped waste materials or substances may not be covered.

SANCTIONS CLAUSE

Sanctions / Embargoes

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.