

# **BUMACO INSURANCE COMPANY LIMITED**

*Insurance Services with Certainty*

## **HEAD OFFICE**

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**BRANCHES:** DAR ES SALAAM - ARUSHA - MOSHI - MWANZA – MOROGORO- MBEYA – MTWARA- TANGA

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## **PERSONAL ACCIDENT INSURANCE POLICY**

### **POLICY NO:**

**BUMACO INSURANCE COMPANY LIMITED** (hereinafter called the “Company”) **agrees, subject**

1. to any proposal or other information supplied by or on behalf of the Insured:

a) disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks Insured hereby and

b) Forming the basis of this Insurance

2. to the payment of (or agreement to pay ) the premium by the Insured or on his behalf.

3. to the terms, exception provisions and conditions contained in or endorsed on the policy, if any person mentioned in the policy shall sustain bodily injury caused solely and independently of any other cause by accidental, violent, external and visible means during the period of insurance specified in the schedule, to pay the Insured compensation as provided in the Schedule of Compensation hereto.

**Signed on behalf of the Company**

.....  
**For: Managing Director  
Bumaco Insurance Company Limited**

## **PROVISIONS**

1. No Benefit shall be payable until the total amount thereof has been ascertained and agreed.
2. Permanent total loss of use of member shall be treated as loss of the member.
3. The Insured shall not be entitled to benefit under more than one of the items (a) and (b) of the Schedule of Benefits in respect of the same accident or injury and if any prior payments are made under item (b) the amount so paid shall be deducted from any sum becoming payable under item (a) in respect of the injury the Company being liable only for the balance. The benefit payable per person under this policy except under items (c) and (d) is limited in all to the amount of the Death Benefit payable under item (a) of this Policy provided also that the liability of the Company for the compensation arising out of one event or series of events traceable to one original source or cause shall be limited to the amount stated in the Schedule.
4. The Company will defray the reasonable expenses in respect of Medical, Surgical or Hospital treatment up to the amount stated herein incurred as the result of such injury within twelve calendar months from the happening of the accident.
5. No compensation shall be payable under any items of the Schedule of Compensation (except that providing for weekly compensation) unless the death or loss take place within twelve calendar months after the date of the injury. Benefit (b) shall in respect of any person with pre-existing disability be calculated without any payment being made for the pre-existing disability.

## **DEFINITIONS;**

1. For purposes of this policy permanent disablement is to mean disablement from attending the insured person's usual occupation, business and pursuits.
2. Temporary Total Disablement shall mean total and absolute incapacity from attending usual employment for a longer period than one week.
3. Medical expenses shall mean those expenses necessarily incurred by the insured person in connection with an insured accident including operation or surgical fees hospital or nursing home charges, medicines prescribed

and all authorised or approved by a duly qualified and registered medical practitioner

#### **EXCEPTIONS**

The Company shall not pay for bodily injury whether fatal or non-fatal to any employee directly or indirectly caused by or arising or resulting from or traceable to:

- 1
  - a) an accident happening directly as a result of an employee under the influence of intoxicating liquor or of a drug or is in a state of insanity or is suffering from venereal disease or and pre-existing physical defect.
  - b) directly as a result of child-bearing or other physical causes peculiar to the female sex.
  - c) directly as a result of participation in speed or duration test and motor-rally.
  - d) any injury from accident directly or indirectly attributable to war, invasion, act of foreign enemies' hostilities (whether war be declared or not) civil war rebellion, mutiny revolution, insurrection or military or usurped power, riot or civil commotion.
  - e) any injury directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel.
  - f) injury sustained whilst engaged in steeple chasing, mountaineering, winter sports, skiing, motor cycling (whether as a driver or passenger) football, for or against professional clubs, rugby, polo, racing of any kind other than on foot, wild beast or game hunting, naval, military or air force service or operations.
  - g) Intentional self injury, suicide or attempted suicide (whether felonious or not) provoked assault or fighting, unless on bonafide self defence.
  - h) Injury to any employee under 18 years of age or over 65 years of age.
  
- 2 Permanent disfigurement is defined as disfigurement of the external features or appearances of the human body, including scarring as a result of surgical procedures or dental loss following upon bodily injury.

- 3 Except as within stated this Policy shall not extend to cover the risk of bodily injury whether fatal or non-fatal to the employee while in or upon or entering or descending from aircraft of any kind or fall from such aircraft otherwise than as a fare-paying passenger on a recognised airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognised Air Carrier, (this exclusion shall not apply to the employee whilst visiting inspecting or working upon aircraft stationary on land)
- 4 Optical or dental expenses unless such expenses are incurred in an accident.

#### **EXTENSIONS**

1. In the event of the disappearance of the Insured person if after a reasonable period of time has elapsed the Company shall have no reason to believe other than that such insured person has suffered death as result of bodily injury the death benefit shall become payable on the understanding that if the insured person shall subsequently be found to be living the amount of such death benefit shall be refunded to the Company.
2. It is further understood that compensation shall be payable in the event of the insured person suffering bodily injury as a result of exposure consequent upon an accident to an aircraft or vessel in which the insured person is travelling.

#### **CONDITIONS**

1. The Insured shall give immediate Notice to the Company of any change in profession or occupation.
2. No alteration in the terms of this Policy and no endorsement hereon shall be valid unless signed or initiated by an authorised official at any of the offices of the Company.
3. No assignee shall be entitled to any compensation under this Policy.
4. If the employee shall sustain any injury in respect of which a claim is or may be made under this policy written notice thereof shall be given to the Company at any of its offices as soon as possible and in any event within three calendar months after the date of injury but if the employee shall die notice of death shall be given forthwith. The insured shall at his or their

expense furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require in the form and of the nature prescribed by the Company. The Company shall be allowed at its own expenses upon reasonable notice to the Insured to have a medical examination of the Employee from time to time or in the case of death upon reasonable notice to the insured to have a postmortem examination of the body. As soon as possible after the occurrence of any accident proper medical advice must be procured and the Company shall not be liable for any consequence arising by reason of failure to procure or follow such advice including the use of any special appliance that may be prescribed. No claim shall be payable under this policy unless the employee as well as the insured shall have complied with this condition as far as they are required to comply.

5. The Company shall be at liberty at any time by giving 14 days notice in writing to the insured at his last known address to cancel this policy as from the date of such notice in which event the Company shall return to the Insured a proportionate part of the Premium corresponding to the Policy. On cancellation by the insured the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force.
6. if any difference shall arise as to the amount to be paid under the Policy (liability being otherwise admitted ) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provision for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

### **Premium Payment Warranty**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy, it is warranted that the premium shall be paid and in the possession of the Company within sixty (60) days from the inception or renewal date of the policy. Where a Premium Instalment Agreement Plan has been entered into between the insured and the Company, the terms and provisions of the Instalment Plan shall take precedence.

In the event of the warranty not being complied with, this Policy shall automatically lapse from the date of expiry of the stated period. When the policy so lapses, any claim arising during the period of lapsation shall not be admissible even upon revival of the policy. The policy may be revived at any time within 30 days from the date of lapsation upon payment of the premium in full. The Policy shall then be reinstated with effect from the date of payment.

### **Aids Exclusion Clause**

It is hereby understood and agreed that this Policy shall not apply to injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by, contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.

### **Political Risks Exclusion Clause**

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:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
3. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, 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.
4. Plundering, looting, war pillage in connection with riots and/or civil commotion.
5. 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 the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

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.

### **Terrorism Exclusion Clause**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy 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 sequence 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 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 loss, damage or expense is covered shall be upon the insurer.

