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**GPA**  
**Insurance Policy**

*You are in safe hands*

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***Welcome to your Group Personal Insurance Policy***

*Dear Esteemed customer,*

*On behalf of MAYFAIR INSURANCE COMPANY RWANDA Ltd I would like to thank you for choosing us as your insurer.*

*Our commitment is to the policyholder quality service and suitable insurance products, such as the one you have purchased.*

*This policy is a document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.*

*Yours faithfully,*

***General Manager / Underwriting Manager.***

***Mayfair Insurance Company Rwanda Ltd***

## **GROUP PERSONAL ACCIDENT POLICY**

**Policy Number:** \_\_\_\_\_

**Period of Insurance:** From: \_\_\_\_\_ To: \_\_\_\_\_

(Both dates inclusive) And any subsequent period for which the Insured shall pay and the Company shall accept a renewal premium.

### **IMPORTANT NOTES**

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please contact us or write to us and return the document to the Company within 30 days with your suggestions for consideration.
2. Any material change affecting the property Insured by this Policy must be advised to the Company immediately.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company. Prompt reporting of a loss is important for preserving evidence that may be critical in determining admissibility of the claim and amount payable. You shall comply with all the conditions of this Policy. In the event of a claim, you shall provide all facts, information and supporting documentary evidence to enable the Company to process your claim.
4. Feel free to contact us in case of any future insurance needs or questions.
5. This Policy is not transferable.

**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 Mayfair Insurance Company (herein after called 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 COMPANY WILL ALSO in the event of the death of the Insured employee indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply

THE LIMIT OF LIABILITY for compensation payable by the Company to any claimant or any number of claimants in respect of or arising out of one occurrence or more than one occurrence attributable to one source or original cause shall not exceed in respect of each benefit the limit stated in the Schedule hereto or such other amount as may be agreed between the Company and the insured by endorsement.

**Jurisdiction Clause:**

The indemnity provided by the Policy shall apply in respect of Judgements, which are in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Rwanda.

**ADDITIONAL BENEFITS**

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

**a) 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.

**b) Medical Expenses**

The indemnity provided by this Policy includes all medical expenses incurred as a result of an accident or disease which entitles the employee to compensation under the provisions of this Policy subject to the maximum amount stated in the Schedule.

**c) Funeral Expenses**

The indemnity provided by the Policy includes funeral expenses incurred by the insured in the event of death of an employee as a result of an accident or disease to the maximum amount stated in the Schedule.

**EARNINGS**

The earnings referred to under this policy means the basic salary plus all other allowances of constant nature.

**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.

### **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, duelling, or fighting (except in self-defence).
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, skiing 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 wilful 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 wilful 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. Directly or indirectly caused by, arising out of, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this clause, an act of terrorism includes, without limitation, the use of violence or force including the use of chemical or biological substances or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government or any other person or body of persons, committed for political, ethnic, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or section thereof. In any action, suit or other proceeding where the Company alleges that by reason of these provisions any loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.

17. The Compensation provided by this Policy shall not apply to nor include any accident directly caused by or contributed to or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear weapons material or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

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.

**SCALE OF BENEFITS FOR PERMANENT DISABLEMENT**

The Compensation payable in the event of Permanent Disablement shall be the following percentages of the limit as specified in the Policy Schedule or in the case of Permanent Disablement not specified in this table a proportion of the same sum assessed in accordance with the degree of disablement by referring to the percentages indicated below without taking into account the occupation of the Insured.

**SCALE OF BENEFITS PAYABLE**

**PERMANENT DISABILITY SCALE AS a PERCENTAGE (%) OF CAPITAL SUM INSURED**

<b>Description of Permanent Disablement</b>	<b>Maximum Percentage of Benefit Payable</b>
1. Permanent Total Disability _____	100%
2. Permanent and incurable paralysis of all limbs _____	100%
3. Permanent Total Loss of sight both eyes _____	100%
4. Permanent Total loss of a remaining eye _____	100%
5. Permanent Total loss of sight one eye _____	50%
6. Permanent Total Loss of use of two limbs _____	100%
7. Loss of or the Permanent Total loss of use of one limb:	
a) Right Hand _____	100%

	b) Left Hand _____	60%
	c) One foot _____	100%
8.	Loss of speech and hearing _____	100%
9.	Permanent and incurable insanity _____	100%
10.	Permanent Total loss of hearing:	
	a) Both ears _____	75%
	b) One ear _____	25%
11.	Loss of speech _____	50%
12.	Loss of or the permanent Total Loss of four fingers and thumb:	
	a) Right Hand _____	70%
	b) Left Hand _____	50%
13.	Loss of or the Permanent Total loss of use of four fingers of:	
	a) Right Hand _____	40%
	b) Left Hand _____	30%
14.	Permanent loss of thumb – both phalanges:	
	a) Right Hand _____	30%
	b) Left Hand _____	15%
15.	Permanent loss of thumb – one phalange:	
	a) Right Hand _____	15%
	b) Left Hand _____	7.50%
16.	Permanent Loss of Index finger:	
	a) Right Hand - 3 phalanges _____	15%
	b) Right Hand – 2 phalanges _____	10%
	c) Right Hand – 1 phalanx _____	7.50%
	d) Left Hand - 3 phalanges _____	10%
	e) Left Hand - 2 Phalanges _____	7.50%
	f) Left Hand - 1 phalanx _____	5%
17.	Permanent Loss of middle finger:	
	a) Right hand – 3 phalanges _____	10%
	b) Right Hand – 2 phalanges _____	7.50%
	c) Right Hand – 1 phalanx _____	5%
	d) Left Hand - 3 phalanges _____	7.50%
	e) Left Hand – 2 phalanges _____	5%
	f) Left Hand – 1 Phalanx _____	3%
18.	Permanent Loss of ring finger:	
	a) Right Hand - 3 Phalanges _____	7.50%
	b) Right Hand – 2 Phalanges _____	5%
	c) Right hand – 1 phalanx _____	3%
	d) Left Hand – 3 phalanges _____	6%
	e) Left Hand - 2 phalanges _____	4%
	f) Left Hand - 1 phalanx _____	2%
19.	Permanent Loss of little finger:	
	a) Right/Left Hand – 3 phalanges _____	5%
	b) Right/Left Hand - 2 phalanges _____	3%
	c) Right/Left Hand – 1 Phalanx _____	2%
20.	Permanent loss of metacarpals:	

	1st or 2nd (additional) _____	3%
	3rd or 5th (additional) _____	2%
21. Permanent loss of:		
	a) The great toe _____	5%
	b) Any other toe _____	3%
22. Permanent loss of foot:		
	a) At ankle _____	35%
	b) Toes of both feet _____	25%
23. Shortening of leg by at least 5cm _____		10%

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. Where the Insured is left-handed the percentages set out above for the various disabilities of right hand and left hand will be transposed. In the event of compensation becoming payable under more than one heading in respect of the Insured the total sum payable shall not exceed 100% of the Compensation specified in this Schedule. Loss is understood to mean either physical severance or complete and irreversible loss of use.

## 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 30 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 endeavour 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 Rwanda National Insurance Commission upon the request of any of the parties.

## **12. Due Observance**

Compliance, observance and fulfilment 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 RWANDA.

### **14. Premium Payment Warranty**

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity provided by this policy will only apply on payment of full premium to the Company in accordance with the Rwanda Insurance laws and regulations.

### **15. Strike Riot and Civil Commotion Extension**

It is hereby understood and agreed that the words "Strike, riot, civil commotion" in Exception (15) of this Policy shall not apply to any accident, loss, damage or liability in Rwanda directly caused by:

a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

b) The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- i. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- ii. Mutiny civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege.
- iii. Acts of terrorism committed by a person or persons acting on behalf or in connection with any organization.

Or by the direct or indirect consequences of any of the said occurrences.

For the purpose of this condition "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In the event of any claim hereunder the Insured shall prove that the accident loss damage or

liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences 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.

## 16. **Electronic Date Recognition clause (EDRC)**

### **Section 1**

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to.

- (a) The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- (b) Any change, alterations or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

### **Section 2**

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

### **Section 3**

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purpose of this insurance.

**SCHEDULE**

**POLICY NO.**

<b>The Company</b>	Mayfair Insurance Company Rwanda Ltd.	<b>AGENT:</b>	<b>CLIENT:</b>
<b>Insured's Name</b>	-----	<b>Currency RwF</b> <b>Basic Premium</b> <b>Fees</b> <b>VAT/TVA</b>  <b>Total Premium</b> _____ _____	
<b>Address</b>	P. O. Box 549, Huye (Rwanda)		
<b>Profession or Occupation</b>	TBA		
<b>Period of Insurance</b>	From: xx/xx/20xx To: xx/xx/20xx (both dates inclusive) And any subsequent period for which the Insured shall pay and the Company shall accept renewal premium.		

**SUMMARY OF BENEFITS**

**1. Expatriates**

Category	No. of Staff	Death Benefit Payable (per person)	Permanent Total Disablement Benefit Payable (per person)	Temporary Total Disablement Benefit Payable (per person)	Medical expenses (per person)

**2. Local Staff**

Category	No. of Staff	Death Benefit Payable (per person)	Permanent Total Disablement Benefit Payable (per person)	Temporary Total Disablement Benefit Payable (per person)	Medical expenses (per person)

<b>Risks Covered</b>	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.
<b>Risks Not Covered</b>	The Company shall not be liable in respect of; a) Any accidental death or injury occurring outside the normal working hours of the employee;  b) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

	<ul style="list-style-type: none"> <li>c) Any injury by accident or disease sustained outside the Geographical Area by any employee whose contract of service is not made in Kenya and not subject to the Laws of the Republic of Rwanda;</li> <li>d) Any injury by accident or disease sustained by any employee who is below the age of sixteen years.</li> <li>e) Any injury caused or contributed to directly or indirectly by deliberate and wilful misconduct of the employee.</li> <li>f) Any liability arising out of any court proceedings;</li> <li>g) Any liability arising out of pre-existing medical conditions unless the same had been declared.</li> <li>h) Any sum which the Insured would have been entitled to recover from any party but which cannot be recovered due to an agreement between the Insured and such party;</li> <li>i) Any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by the Insurer and endorsed in the Policy.</li> </ul> <p>All Exclusions are detailed in the terms and conditions. This list is not exhaustive.</p>
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Named Beneficiary:

Relationship to the Insured:

Date of Proposal and Declaration:

Terms and conditions of your policy can be changed at any time, either by directly contacting us. Please note that any change of the policy is only in place and valid once formally confirmed to you in writing.

I, ....., confirm full understanding of my insurance cover and confirm I am willing to enter into contract with the above terms and conditions.

Done on: ---

Signature:

Signed for and on behalf of MAYFAIR INSURANCE COMPANY RWANDA LIMITED

Date: -----

Signature.....