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# GROUP PERSONAL ACCIDENT POLICY

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## **JUBILEE GENERAL INSURANCE LIMITED**

### **Head Office:**

Jubilee Insurance House, Wabera Street,  
P.O. Box 6685 - 00100 GPO, Nairobi, Kenya  
Tel: +254 20 328 1000  
Call Centre: +254 709 949 000  
Email: talk2us@jubileekenya.com  
www.jubileeinsurance.com

## **GROUP PERSONAL ACCIDENT POLICY**

WHEREAS THE PRINCIPAL carrying on the business and no other for the purposes of this insurance by a Proposal and Declaration and provision of certain information which shall be the basis of this Contract and are deemed to be incorporated herein has applied to **JUBILEE GENERAL INSURANCE 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 or agreed to pay the first premium as consideration for such insurance.

THE COMPANY AGREES that if any Insured Person shall suffer Bodily Injury as the result of an accident the Company shall subject to the terms, exceptions and conditions contained herein or endorsed hereon pay to the Principal the Benefits specified in the Schedule of Benefits.

### **DEFINITIONS**

"Bodily Injury" shall mean bodily injury resulting solely and directly from accident, caused by outward violent and visible means, which shall directly or 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.

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Authorized Officer

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Date

DEFINITIONS AND PROVISIONS REFERRED TO IN THE POLICY SCHEDULE

EVENT	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 Disablement	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, business or profession herein 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 prevents the 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 as stated in the Schedule.

**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 needless 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 a passenger in fully licensed standard type of 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 rope 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 women.
  - f) Any of the following occurrences, namely:
    - i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike.
    - ii) Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
    - iii) Mutiny, civil commotion, 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.

- iv) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clauses (i), (ii), and (iii) above.
- v) 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 force 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 or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action suit or other proceedings where the Company alleges that by reason of this definition a loss, damage or expense is not covered by the Policy, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

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 Insurance during which such person attains the age of 65 years.

**CONDITIONS**

1. This Policy and the Schedule shall be read together and any word or expression to which a 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 Principal whose receipt shall in any case effectually discharge the Company.
6. The Principal shall give immediate written notice to the Company of the 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, or to renew this Policy. This Policy is renewable from year to year only by mutual agreement between the Insured and the Company, but in any case will be subject to revision at the end of the Period of Insurance during which the Insured attains the age of 65 years.
8. If any part of the premium or renewal premium is calculated on estimates furnished by the Principal, the Principal 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 Principal 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 thereupon be adjusted and any difference paid by or allowed to the Principal as the case may be.
9. The Company may cancel this Policy by sending notice by registered letter to the Principal at the Principal's last known address and in such event the Principal 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 means or devices shall be used by the Principal or any one acting on the Principal's behalf or by an Insured Person or an Insured Person's legal representatives to obtain any benefit 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 cannot 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 in 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 Principal for any claim hereunder 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 hereunder.

12. The due observance and fulfillment of the terms, conditions and endorsements so far as they relate to anything to be done or complied with by the Principal, the truth of the statement and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **13. JURISDICTION CLAUSE**

Notwithstanding anything contained 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 Kenya.
2. Costs and expenses and litigation recovered by any claimant from the Insured, which are not incurred in and recoverable in Kenya.

### **ENDORSEMENTS**

**(THESE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE)**

#### **1. DISAPPEARANCE CLAUSE**

It is hereby declared and agreed that if the Insured (or Insured Person) disappears during the Period of Insurance and the body is not found within twelve months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the Insured (or Insured Person) has sustained bodily injury and that such bodily injury has resulted in death in both cases as described in the Policy then the Company shall forthwith pay the death benefit under the insurance provided that the party to whom the death benefit is paid shall sign an undertaking to refund such sum on demand should the Insured (or Insured Person) subsequently be found to be living.

#### **2. EXPOSURE CLAUSE**

This Policy extends to cover death or bodily injury in accordance with the Schedule of Benefits resulting from exposure as a direct or indirect result of misfortune to any aircraft provided the Insured is not travelling as a pilot or member of the crew or for the purpose of undertaking any trade or technical operation therein or thereon or other conveyance in which travel is permitted.

#### **3. PAYMENT ON ACCOUNT**

Payment on account will be made to the Insured monthly during the Period of Indemnity if desired but in no case shall such payment exceed the insured total liability for the event described in the Schedule of Benefits and any such payment will be subject to the Company being satisfied with the medical evidence in respect of the claim for any event covered by this Policy.

#### **4. BENEFICIARY CLAUSE**

It is hereby understood and agreed that at the request of the Insured the sums in respect of Benefit (I) Death shall be payable to (as shown in the Schedule) whose receipt shall be a sufficient discharge to the Company.

#### **5. RIOT, STRIKE AND CIVIL COMMOTION**

This Policy covers death or disablement in consequent of STRIKE, RIOT AND CIVIL COMMOTION, which for the purpose of this Policy shall mean:

- i) 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) not being an

- excluded peril contained in the exceptions to this Policy.
- ii) The wilful or malicious act of any striker or locked out worker or person taking part in labour disturbances done in furtherance of a strike or in resistance to a lock out.
  - iii) The action of any lawfully constituted authority in suppressing or preventing or attempting to suppress or prevent any disturbance or action of minimising the consequence of any disturbance or action as referred to

in (i) and (ii).

#### 6. ACCUMULATION CLAUSE

It is hereby declared and agreed that the Company's liability in respect of any number of the Insured Persons known to be travelling in any one conveyance shall not at any one time exceed the amount shown in the Schedule.

### SCHEDULE OF COMPENSATION FOR PERMANENT DISABLEMENT

#### ITEM 2

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 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 of:

	<b>Right</b>	<b>Left</b>
(h) One arm or hand	60%	50%
(i) One thumb	20%	17.5%
(j) One index finger	15%	12.5%
(k) Any other finger	10%	7.5%
(l) 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	40%
(p) One big toe	10%
(q) Any other toe	3%
(r) Complete loss of use of hip or of knee or of ankle	20%
(s) Removal of lower jaw by surgical operation	30%
(t) Fractured leg or foot with established non-union	25%
(u) Fractured knee cap with established non-union	20%
(v) Shortening of at least 5centimetres of a leg	15%

#### PROVIDED ALWAYS THAT

Benefits (h) to (m) shall be reversed in the case of left-handed persons.

In the event of compensation becoming payable under more than one 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.