

THE  
PERSONAL ACCIDENT  
INSURANCE POLICY



# Kenindia Assurance Company Limited

(Incorporated in Kenya)

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**PERSONAL ACCIDENT INSURANCE POLICY**

TO \_\_\_\_\_  
P.O BOX \_\_\_\_\_

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 of receipt with your suggestions for necessary consideration.
2. Any material changes which may alter any of the facts and circumstances that existed at the commencement of your policy must be advised to the Company immediately.
3. In the event of any accident that results in bodily injury and which may give rise to a claim under this Policy you shall give immediate notice to the Company.
4. 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 process your claim.
5. Should you be dissatisfied with the settlement of a claim, you may refer the matter to the Insurance Regulatory Authority who will assist in resolving your complaint with the Company.
6. This Policy is not assignable.

**PERSONAL ACCIDENT INSURANCE POLICY 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 \_\_\_\_\_ 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 amount payable by the Company shall in no case exceed in respect of each benefit the limit stated in the Schedule or such other amount as may be agreed between the Company and the insured by endorsement.

**ADDITIONAL BENEFITS**

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

**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.

## 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.

### Medical Expenses

The actual cost of medical, surgical, hospital and related expenses necessarily and reasonably incurred for treatment of injuries resulting from an accident as defined in this policy.

## 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, dueling, or fighting (except in self-defense).
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, ski-ing 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 willful 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 willful 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. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. Terrorism shall be deemed to mean the use of violence for political ends and for the purposes of putting the public in fear.

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

Description of Permanent Disablement Maximum	Percentage of Benefit Payable
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 _____	7.5%
16.	Permanent Loss of Index finger:	
	a) Right Hand - 3 phalanges _____	15%
	b) Right Hand – 2 phalanges _____	10%
	c) Right Hand – 1 phalanx _____	7.5%
	d) Left Hand - 3 phalanges _____	10%
	e) Left Hand - 2 phalanges _____	7.5%
	f) Left Hand - 1 phalanx _____	5%
17.	Permanent Loss of middle finger:	
	a) Right hand – 3 phalanges _____	10%
	b) Right Hand – 2 phalanges _____	7.5%
	c) Right Hand – 1 phalanx _____	5%
	d) Left Hand - 3 phalanges _____	7.5%
	e) Left Hand – 2 phalanges _____	5%
	f) Left Hand – 1 Phalanx _____	3%
18.	Permanent Loss of ring finger:	
	a) Right Hand - 3 Phalanges _____	7.5%
	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:                    |     |
| 1 <sup>st</sup> or 2 <sup>nd</sup> (additional) _____ | 3%  |
| 3 <sup>rd</sup> or 5 <sup>th</sup> (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 14 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 endeavor 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 Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) upon the request of any of the parties.

## 12. Due Observance

Compliance, observance and fulfillment 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 Kenya.

PERSONAL ACCIDENT POLICY SCHEDULE

Agency Name: \_\_\_\_\_ Account Number \_\_\_\_\_

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

Insured's Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Town \_\_\_\_\_

Occupation: \_\_\_\_\_

Period of Insurance (a) From: \_\_\_\_\_ To: \_\_\_\_\_ (both dates inclusive)

And any subsequent period for which the Insured shall pay and the Company shall accept renewal premium.

Premium Levy: KES \_\_\_\_\_ T/Levy KES \_\_\_\_\_ PCHF: KES \_\_\_\_\_

S/Duty: \_\_\_\_\_ Total Premium: KES \_\_\_\_\_

Renewal date \_\_\_\_\_

EVENTS

BENEFITS PAYABLE

DEATH

KES. \_\_\_\_\_

PERMANENT DISABLEMENT

KES \_\_\_\_\_

TEMPORARY TOTAL DISABLEMENT

KES \_\_\_\_\_

(EARNINGS PER WEEK)

MEDICAL EXPENSES

KES \_\_\_\_\_

Named Beneficiary \_\_\_\_\_

Relationship to the Insured \_\_\_\_\_

Date of Proposal and Declaration \_\_\_\_\_

Signed for and on behalf of the Company: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

PROPOSAL FORM FOR PERSONAL ACCIDENT

This proposal form should be completed and signed by the proposer. All questions must be answered. Use BLOCK letters or tick as appropriate.

Agency \_\_\_\_\_ Account Number \_\_\_\_\_

**PROPOSER'S DETAILS**

**Part A**

1.Name of Proposer: Surname \_\_\_\_\_ Other Names \_\_\_\_\_

2.Postal Address: P.O Box \_\_\_\_\_ Code \_\_\_\_\_ Town \_\_\_\_\_

3. Telephone/Mobile No. \_\_\_\_\_ Email address \_\_\_\_\_

4. Personal Identification No (attach a copy) \_\_\_\_\_

5.Date of Birth \_\_\_\_\_ Identity Card/Passport No.(attach a copy) \_\_\_\_\_

6.Profession/Occupation \_\_\_\_\_

7. Are you employed or self-employed? \_\_\_\_\_

Period of Insurance From \_\_\_\_\_ To \_\_\_\_\_

**Part B**

1. What actual duties do you perform? (If more than one, state all)

\_\_\_\_\_ Tick against your description

Office duties \_\_\_\_\_ Office duties with site visits \_\_\_\_\_  
Supervision and working \_\_\_\_\_ Commercial  
traveler (sales person/driver) \_\_\_\_\_ Manual worker \_\_\_\_\_  
Other (please specify) \_\_\_\_\_

2 . Do you suffer from:

(a) Any sight hearing or any other impairment? Yes  
/ No

If so explain briefly \_\_\_\_\_



(b)Have you ever suffered any serious injury or illness?

Yes / No

If yes, give details. \_\_\_\_\_

(c)Are you at present in sound health and free of any physical disability?

Yes/No

If not, give details. \_\_\_\_\_

3. Do you engage in hazardous sporting activities or pastimes?

Yes / No

If yes, give details \_\_\_\_\_

Note: Please note that the following activities and others of a similar nature are not covered unless on a special arrangement, in which case additional premium will be charged: -

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, ski-ing or sledging, water skiing, ice skating, winter sports, wrestling including judo, karate and any other unarmed combat, yachting outside territorial waters and any other hazardous occupations/activities.

4. Are there any circumstances relating with your occupation, health conditions, habits , pastimes and pursuits which would increase the risk of accident or bodily injury to yourself ? Yes / No

If yes, give details. \_\_\_\_\_

5. In your normal duties, do you use machinery of any kind? Yes /

No

If yes, give details \_\_\_\_\_

6.Do you have a Medical or have you previously had a Medical

Insurance cover? Yes / No

If so please give details \_\_\_\_\_

7. Do you , in the course of your duties travel extensively by Air, Car or Motor Cycle?

Yes / No

If so please explain \_\_\_\_\_

8. Named Beneficiary

Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship to insured \_\_\_\_\_  
Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship to insured \_\_\_\_\_

If beneficiary is below 18 years, give name of appointed Guardian and address (Optional)

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PART C:

INSURANCE HISTORY

1. Do you at present hold or previously held a Personal Accident / Life Insurance Policy? Yes/No

If yes, please give name of Insurer and Policy Number(s)

\_\_\_\_\_

2. Has any Insurance Company ever;

a) Cancelled your Policy? \_\_\_\_\_ YES/NO

b) Declined to insure you? \_\_\_\_\_ YES/NO

c) Declined to renew your Policy? \_\_\_\_\_ YES/NO

d) Imposed any special terms? \_\_\_\_\_ YES/NO

e) Declined any claim? \_\_\_\_\_ YES/NO

If the answer for any of the above reasons is 'YES'. Please give details.

\_\_\_\_\_

Part D:

BENEFITS SCHEDULE (Cover required)

EVENTS	BENEFITS PAYABLE
DEATH	
KES. _____	
PERMANENT DISABLEMENT	KES _____
TEMPORARY TOTAL DISABLEMENT	KES _____
(Earnings Per week)	
MEDICAL EXPENSES	KES _____

Declaration

I declare that the statements and particulars in this proposal are true to the best of my knowledge and that I have not misstated any material facts. I agree that this proposal and the details of information supplied by me shall form the basis of this Insurance.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Month \_\_\_\_\_ Year 20 \_\_\_\_\_

The liability of the Company does not commence until the proposal has been received and accepted and the premium paid to the company.

