



Phoenix Assurance Group

GROUP PERSONAL ACCIDENT POLICY

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

CONTINENTAL SCALE OF PERMANENT DISABILITIES BY ACCIDENT

The percentage of the sum insured in respect of Permanent Total or Permanent Partial Disablement shall be as follows:-

Permanent total disablement

Total loss of sight of both eyes.	100%
Total incurable insanity.	100%
Loss of both arms or both hands.	100%
Complete deafness of both ears, of traumatic origin.	100%
Removal of the lower jaw.	100%
Loss of speech.	100%
Loss of one arm and one leg.	100%
Loss of one arm and one foot.	100%
Loss of one hand and one foot.	100%
Loss of one hand and one leg.	100%
Loss of both legs.	100%

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Loss of both feet.	100%
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Permanent partial disablement

Head

Loss of osseous substance of the skull in all its thickness

surface of at least 6 sq.cm.	40%
surface of 3 to 6 sq.cm.	20%
surface of less than 3 sq.cm.	10%

Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone.

40%

Loss of one eye.	40%
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Complete deafness of one ear.	30%
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Upper Limbs

Right

Left

Loss of one arm or one hand.	60%	50%
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Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%
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Total paralysis of the upper limb (incurable lesion of the nerves).	65%	55%
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Total paralysis of the circumflex nerve.	20%	15%
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Shoulder ankylosis.	40%	30%
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Elbow ankylosis

in favourable position (15 degrees round the right angle).	25%	20%
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in unfavourable position.	40%	35%
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Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion).

40%

30%

Total paralysis of the median nerve.	45%	35%
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Total paralysis of the radial nerve at the torsion cradle.	40%	35%
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Total paralysis of the forearm radial nerve.	30%	25%
Total paralysis of the hand radial nerve.	20%	15%
Total paralysis of the cubital nerve.	30%	25%
Anchylosis of the wrist in favourable position (straight and in pronation).	20%	15%
Anchylosis of the wrist in unfavourable position (flexion or strained extension or supine position).	30%	25%
Total loss of thumb.	20%	15%
Partial loss of thumb (ungual phalanx).	10%	5%
Total anchylosis of thumb.	20%	15%
Total amputation of forefinger.	15%	10%
Amputation of two phalanges of forefinger.	10%	8%
Amputation of the ungual phalanx of forefinger.	5%	3%
Simultaneous amputation of thumb and forefinger.	35%	25%
Amputation of thumb and a finger other than forefinger.	25%	20%
Amputation of two fingers other than thumb and forefinger	12%	8%
Amputation of three fingers other than thumb and forefinger.	20%	15%
Amputation of four fingers including thumb.	45%	40%
Amputation of four fingers excluding thumb.	40%	35%
Amputation of the median finger.	10%	8%
Amputation of a finger other than thumb, forefinger and median.	7%	3%

Lower Limbs

Amputation of thigh (upper half).	60%
Amputation of thigh (lower half) and leg.	50%
Total loss of foot (tibio-tarsal disarticulation).	45%
Partial loss of foot (sub-ankle-bone disarticulation).	40%
Partial loss of foot (medio-tarsal disarticulation).	35%

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Partial loss of foot (tarso-metatarsal disarticulation).	30%
Total paralysis of lower limb (incurable nerve lesion).	60%
Complete paralysis of the external popliteal sciatic nerve.	30%
Complete paralysis of the internal popliteal sciatic nerve.	20%
Complete paralysis of two nerves (popliteal sciatic external and internal).	40%
Anchylosis of the hip.	40%
Anchylosis of the knee.	20%
Loss of osseous substance from thigh or both bones of the leg (incurable condition).	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg.	40%
Loss of osseous substance of the knee-pan while the movements are preserved.	20%
Shortening of the lower limb by at least 5 cm.	30%
Shortening of the lower limb by 3 to 5 cm.	20%
Shortening of the lower limb by 1 to 3 cm.	10%
Total amputation of all the toes.	25%
Amputation of four toes including big toe.	20%
Amputation of four toes.	10%
Anchylosis of the big toe.	10%
Amputation of two toes.	5%
Amputation of one toe other than the big toe.	3%

Anchylosis of the fingers (other than thumb, and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.

Permanent disabilities by accident not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Assured not being taken into consideration.

The partial or total "functional" disablement, not specifically dealt with in the Scale of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

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The total compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum insured under Item 2 of the Schedule of Compensation.

If the Assured is left-handed and has specifically mentioned this on the Proposal Form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Memoranda

Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions

- (i) Permanent total loss of use of part of the body shall be treated as loss of such part
- (ii) 100 per cent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary total disability shall mean total and absolute incapacity from following usual business or occupation.

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event .

Annual earnings shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by the insured to such person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the insured to such person during the 12 months immediately preceding the date of accidental bodily injury.

Average weekly earnings shall mean one fifty-second part of annual earnings.

Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

It is declared and agreed that

- 1 the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
- 2 the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
- 3 unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
- 4 after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- 5 General conditions 2 and 9 do not apply to this section;
- 6 in respect of this section only, General exception 1 is deleted and replaced by the following:

This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

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Extensions

1. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

3. Burns disfigurement (if stated in the schedule to be included)

Subject to the exclusion shown below, the following item is added to the "Permanent disability" definition:

	Percentage of compensation
(n) permanent disfigurement resulting from accidental external burns to the combined surface area of the	
(i) face and neck	
100% surface area disfigurement	50.
less than 100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement
(ii) remaining parts of the body other than the face and neck	
100% surface area disfigurement	25
less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

4. Life support machinery

Notwithstanding anything contained in the defined events, the twenty four month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

5. Harmful insect bites, snake bites and animal bites and the resultant effects thereof (if stated in the schedule)

This policy extends to cover death or bodily injury in accordance with the schedule of benefits resulting from bodily injury caused by accidental, violent, external and visible means occasioned directly by harmful insects, snakes and animals

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The company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

The cover provided under this extension excludes illness and all tropical illnesses, covering malaria, dengue fever and the like.

6. Tropical illnesses extension (if stated in the schedule)

Notwithstanding any provision to the contrary within this Contract, or any endorsement hereto, it is agreed that this Contract subject to its terms and conditions is extended to include death and disablement arising out of Bodily Injury caused by Accident as defined by the following definitions:

6.1. For the purposes of this extension only Accident shall mean

A sudden, specific and unexpected bite and/or incursion into the body at an identifiable time and place.

6.2. For the purposes of this extension only Bodily Injury shall mean:

"insult to the body which

- (a) is sustained by the Insured Person during the Period of Insurance,
- (b) is caused by an Accident, and
- (c) together with a Tropical Illness connected to, or medical or surgical treatment rendered necessary by, such insult occasions the death or disablement of the Insured Person within 180 days of the date of the Accident."

6.3. Tropical Illness means malaria, dengue haemorrhagic fever, plague, tick bite fever, trypanosomia, buruli ulcer, leishmaniasis, lymphatic filariasis, onchocerciasis, schistosomiasis and such other tropical illnesses as agreed with Underwriters contracted within 30 days of the Accident.

In addition to the terms and conditions set out in the Contract, the following conditions apply to this extension:

Conditions

- a) It is a condition precedent to Underwriters' liability hereunder that an Insured Person will obtain all vaccinations recommended for the location in which they will perform their official duties.
- b) It is a condition precedent to Underwriters' liability hereunder that an Insured Person will take all prophylactic treatment recommended for the location in which they will perform their official duties.

7. Thirst and starvation (if stated in the schedule)

If the Insured Person dies of thirst and or starvation and evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance.

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Specific exceptions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
- (b) by his suicide or intentional self injury;
- (c) caused solely by an existing physical defect or other infirmity of such person;
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- (e) as a result of his participation in any riot or civil commotion;
- (f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;
- (g) while he is, or as a result of his, engaging in
 - (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
 - (ii) racing of any kind involving the use of any power driven(aa)vehicle(ab)vessel(ac)craft
 - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.
- (h) 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.

GENERAL EXCEPTIONS CONDITIONS AND PROVISIONS

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

General exceptions

1. (A) This policy does not cover loss of or damage to property related to or caused by:
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - (b) insurrection, rebellion or revolution;

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- (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

2. Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections

- (i) this policy does not cover
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
- (ii) the indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

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General conditions

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

3A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. 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. On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.

3B. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his bank or other paying agent.

Due date will be the first day of every calendar month where premium is payable monthly, the first day of

- (a) each third
- (b) each sixth or
- (c) each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.

4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the insured shall, after the expiry of each period of insurance, furnish the company with such particulars and information as the company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the insured as the case may be.

5. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses.

6. Claims

- (a) On the happening of any event which may result in a claim under this policy the insured shall, at

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- their own expense
- (i) give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - (iii) as soon as practicable after the event submit to the company full details in writing of any claim
 - (iv) give the company such proofs, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
 - (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.
 - (c) No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
 - (d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

7. Company's rights after an event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not
 - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event

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8. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

9. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

10. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

11. No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall in every case be a full discharge to the company.

12. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6(a) (iv) above.

"give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim."

and General condition 7 is substituted by the following

"7. Company's rights after an event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy,
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not
 - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- (b) The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to

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- which the insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event."

General provisions

A. Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed, in respect of a particular section, **K1,000** or the amount stated in the schedule for additional claim preparation costs.

B. Payments on account

In respect of any section where amounts recoverable from the company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the company.

C. First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.

D. Members

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

E. Liability under more than one section

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

F. Meaning of words

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

G. Premium payment

It is agreed and hereby 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 30 days from the date of inception or renewal unless specifically agreed in writing by the Company.

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 a period 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

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from the date of lapsation upon payment of the premium in full. The policy shall be reinstated with effect from the date of payment. The Company reserves the right to deduct any outstanding premium from any claim amount.

H. Holding covered

If the company is holding covered on a risk they will not reject a claim on the basis that the premium has not been agreed.

I. Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- (i) left blank or has no monetary amount stipulated against it
- (ii) reflected as nil or not applicable or not covered or no indemnity extended

this means the defined event or circumstance shown in the schedule is not insured by the policy.

J. Security firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The company shall not raise as a defence to any valid claim submitted under any section or subsection of this policy that the company's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.

Signed for Chief Executive Officer

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