

## **DOMESTIC TRAVEL INSURANCE TERMS AND CONDITIONS.**

### **PREAMBLE**

- 1.1 In consideration of the payment of the premium payable under this Policy, Madison Life Insurance Company Zambia Limited (herein called "Company") agrees to insure eligible Insured Persons to the extent hereto provided and subject to the exclusions and all other limitations and provisions of this Policy and Endorsements thereto, the proposal and the Schedule of Insured Members, shall constitute the sole agreement between the two parties.
- 1.2 No contrary representation or agreement to vary this Policy shall be of any legal force or effect unless reduced to writing and signed by the Principal Members or by one specifically authorized thereto in writing by such signatory, or by the Actuary of the Company.

### **DEFINITIONS**

- 2.1 **"Accident" or "Accidental"** means a sudden, unforeseen and unexpected event happening by chance.
- 2.2 **"Accidental Death"** Shall mean death arising from a Road Traffic Accident.
- 2.3 **Bodily injury.** Physical trauma to an Insured Person caused by a Road Traffic Accident (RTA) happening within the Policy Period and is not in any way caused by any other physical defect or infirmity existing prior to the RTA.
- 2.4 **Insured Person.** Any person declared by the proposer on this policy.
- 2.5 **Medical Expenses.** Are on reimbursement basis upto the maximum Sum Assured.
- 2.6 **Permanent Disablement.** Means disablement resulting from an Injury caused by a Road Traffic Accident and which has lasted for at least twelve (12) months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from carrying on their usual occupation or employment or business for compensation or profit.
- 2.7 **Policy.** Means this document embodying the insurance contract and shall include any subsequent Terms, Conditions, Exclusions, Endorsements and Terminations
- 2.8 **Policy Holder.** Means people/ a person stated in the corresponding item in the Policy.
- 2.9 **Principal Member.** The person who proposes the Policy and whose age at entry is not less than 18 years.
- 2.10 **Private Motor Vehicle.** Means a self-propelled private motor car with 3 or more wheels which of a type both designed and required to be licensed and does not sit more than 9 people including the driver.
- 2.11 **Policy.** Means this document embodying the insurance contract and shall include any subsequent Terms, Conditions, Exclusions, Endorsements and Terminations.
- 2.12 **Public Service Transport.** A shared passenger transport service which is available for use by the general public.
- 2.13 **Road Traffic Accidents (RTAs).** Are those accidents:
- which occur or originate on a way or street open to public traffic.
  - which result in one or more person (s) being killed or injured.
  - in which at least one moving vehicle was involved.
- 2.14 **Terrorism.** Means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.
- 2.15 **Types of Insurance cover:**
- i) **Accidental death cover only:** Means insurance cover for death arising from a Road Traffic Accident.
  - ii) **Combined Insurance cover:** Means insurance cover for Accidental death, Permanent Disability and Medical and Hospitalization expenses.
- 2.16 **Types of Plan:**
- i) **Pay-As-You-Go:** Means Insurance cover for one way trip. Policy expires on arrival at the prescribed destination.
  - ii) **Per- Trip cover:** Means Insurance cover for a period of Seven (7) days travelling within the Borders of Zambia. Insurance expires on the Seventh day of coverage.
  - iii) **Way – of – Life Cover:** Means Insurance cover for a period of one Month. Multiple trip cover for a month and can be taken for a period longer than one Month.
  - iv) **Students Cover:** Means Insurance specifically designed for Students and provides insurance cover for a term whilst at school as well as travelling to and from School.
  - v) **Family Cover:** Means Insurance Cover for a Principal Member, a Spouse and upto 6 biological or legally adopted children.

- vi) A Group Cover: Means a minimum number of 10 ten individuals who want to take up this insurance cover under one policy.

## HOW TO MAKE A CLAIM

**Contact Us.** Madison Life Insurance Company Zambia Limited, Head Office, Dar-es-Salaam Place, South of Main Post Office, P.O Box 33384, Lusaka, Zambia

Telephone: 260 233112/13, 233940/40, 233943/44/46  
Fax No. 260 211 233936  
E-mail: [claims@mlife.co.zm](mailto:claims@mlife.co.zm)  
MLife website: [www.mlife.co.zm](http://www.mlife.co.zm)  
WhatsApp: +260975992517  
Cell Phone : 0971201087

A completed Claim Form that has been signed by the Insured member, copies of the bus ticket, the insurance certificate, Police Report and other items that may be necessary, are required on all claims together with the following documents for the different types of losses.

## GENERAL CONDITIONS

- 3.1 Eligibility.** This Policy covers Persons within the borders of The Republic of Zambia which includes Zambians or Foreign nationals working with a permit or travelling within Zambia.
- 3.2 Special Restrictions.**  
- Cover for any other insured family member cannot be higher than that of the Principal Member.
- 3.3 Evidence of Health.** No medical evidence of health is required in order to be eligible for the Policy.
- 3.4 Commencement of Cover** Is after the issuance of a Policy Document and the receipt of Premium. However for Permanent Disability any entitlement to a benefit in the event of a Road Traffic Accident of any of the insured members will commence after a 30 days waiting period of the first premium having been paid. The waiting period will also apply on reinstatement of a lapsed Policy for Way of Life Cover.
- 3.5 Additions and deletions.** In the event of the addition or deletion of an Insured Person or a change in the amount insured after the issuance of this Policy, all subsequent premium adjustment(s) shall be made at the end of each monthly policy anniversary date
- 3.6 Upgrade to higher Cover.** Policy can on voluntary basis be upgraded to higher cover to counter the impact of inflation on the assured value. The upgrade will be applied on a two year (24 months) cycle.
- 3.7 Ownership of the Policy.** Ownership of the Policy is transferable from the Principal Member to another premium payer within the insured members in the event of incapacitation of the Principal Member. Cover can continue for all the Insured members for as long as premiums due are paid in full.
- 3.8 Currency.** The premiums and benefits are expressed and payable in the legal tender of the Republic of Zambia.
- 3.9 Premiums.** The premiums payable for each Policy will be reflected on the Policy Schedule over leaf.
- 3.10 Premium Payments.** Premiums are paid in advance for Pay As You Go and Per Trip covers. For Student Cover premiums are paid Termly, Quarterly or Annually. For Way of Life and Family Premiums are payable monthly in advance. A Fifteen (15) days grace period is allowed for payment of premium. Failure to pay premiums within the grace period will result in lapsation of the Policy.
- 3.11 Reinstatement of Policy.** A lapsed Policy can be reinstated on application and a waiting period of thirty (30) days will apply.
- 3.12 Payment of Benefits.** The benefits provided in terms of this Policy will be paid on receipt of the claim documentations stated in section 5 below. All certificates, information and evidence required by MLife shall be furnished without expenses accruing to MLife. Photocopies used as proof of death will not be admissible unless they bear original certification as true copies of the original by a Commissioner of Oaths
- 3.13 Payment of Medical Benefits.** The Company shall pay Medical Expenses to the Policyholder and shall not be liable to pay any medical expenses benefit directly to the Medical Practitioner or other medical service provider.
- 3.14** The Company will defray the reasonable expenses in respect of Medical, Surgical or Hospital treatment up to the amount stated herein incurred as the result of such injury within six calendar months from the happening of the RTA.
- 3.15 Cancellation of Policy by the Company.** The Company shall be at liberty at any time by giving 24 hours' notice in writing to the insured's at his last known address to cancel this Policy as from the date of such notice in which event the Company shall return to the Principal Member or Insured members a proportionate part of the Monthly Premium corresponding to the Policy.

**3.16 Cancellation of Policy by the Insured.** There shall be no premium refund in case of Policy cancellation. Furthermore, NO surrender values are payable on cancellation.

**3.17 Cession.** This Policy cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Insured, or its legal representative whose receipt shall discharge the Company.

**3.18 Fraud.** Any fraud, deliberate dishonest or hiding of material information related to the Policy or claim, will invalidate the Policy. If this happens, the Insured or Insured members will forfeit any benefit due and must pay back any benefit that the Company would have paid.

**3.19 Jurisdiction.** The laws of the Republic of Zambia, whose Courts shall have jurisdiction in any dispute arising hereunder, will govern this Policy.

**3.20 Arbitration.** If any difference shall arise as to the amount to be paid under the Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provision. Where any difference is by Condition to be referred to arbitration the making of an award shall be a Condition precedent to any liability of the Company or any right of action against the Company.

**3.21 Failure to comply with Policy Conditions.** Where the Insured members do not comply with any obligation to act in a certain way as specified in this Policy; this may prejudice the Insured member's position to recover under any claim including rejection of the claim.

**3.22 Revision of terms and Conditions.** The Company reserves the right to amend, revoke, vary or alter any of the Terms and Conditions of this Policy provided that MLife will give the Principal Member at least thirty (30) days written notice of such amendment.

No alteration in the Terms of this Policy and no Endorsement hereon shall be valid unless signed or initialed by an authorized official of the Company.

**3.23 No Claim Cash Back Benefit.** There shall be a Cash Back Benefit of 10% of the Way of Life and Family premiums paid in every three (3) year cycle provided all premiums due are fully paid in that cycle and there was no claim paid in the period under consideration.

## **GENERAL EXCLUSIONS**

Madison Life Insurance Company Zambia Limited shall not pay for bodily injury whether fatal or non-fatal to any Insured member directly or indirectly caused by or arising or resulting from or traceable to:

- 4.1** Death arising from any other cause other than a Road Traffic Accident.
- 4.2** Intentional self-injury, suicide or attempted suicide (whether felonious or not) provoked assault or fighting, unless on bonafide self-defence.
- 4.3** An accident happening directly as a result of an Insured member(s) under the influence of intoxicating liquor or of a drug or is in a state of insanity.
- 4.4** Directly as a result of participation in racing or duration test.
- 4.5** Injury to any Insured members under 16 years of age or over 75 years of age operating a motor vehicle.
- 4.6** Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

## **5 Accidental Death**

- Claim Form
- Police Report.
- Or Medical Cause of Death
- Copy of the Burial Permit
- Copy of NRC of the Deceased and
- Copy of NRC of the Claimant
- Claim Notification Period for this Section will be 30 days.
- Note all documents should be certified by Commissioner of Oath.

## 5.2 Emergency Medical Expenses

- Copy of NRC of the Insured.
- Claim Form
- Medical Bills from the Clinic Or Hospital attended by the Patient immediately after the Road Traffic Accident.
- If the Patient had a pre-existing condition before the accident the insured should get a Report from his usual attending Medical Doctor stating such treatment which was received prior to the accident.
- Name of the Medical Practitioner as well as his address and telephone number.
- Medical Expenses Claims Must be submitted to MLife within 30 days.
- It is not the responsibility of MLife to transport the Insured to the Hospital.

## 5.3 Permanent Disablement

- Medical Reports/Doctor's statement.
- Claim Form
- Copy of NRC of the Claimant
- Claim Notification Period for this Section will be 30 days.

NB: Permanent Disability benefit will be paid according to the guiding principles and Permanent Disability Compensation Table available at our Head Office and the website.

The accumulation of all the Disability percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.

Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ.

In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing Disability and that present after the accident.

## IMPORTANT NOTICE ON CLAIMS

**6.1 Claim Forms.** The Company shall provide Claim Forms to the Insured member upon receipt of written notice of the claim. All evidence shall be furnished in the form prescribed and must be submitted to the Company within 30 days of the Insured member's notification.

**6.2 Claims Notification.** The Insured must give the Company notice in writing within 30 days of an accident or any occurrence which may lead to a claim under this Policy.

**6.3 Claims Evidence.** The Insured must provide at his own expense all proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this Policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

**6.4 Acceptance of Benefits** If the Company has paid a claim under this Policy and the Insured member has accepted full and final payment then the Company will not have to make any further payments under the same claim.

No Benefit shall be payable until the total amount thereof has been ascertained, agreed and Discharge Form has been signed by the Principal member or Insured member.

**6.5 Maximum Claim.** The Insured member shall be entitled to benefit up to a maximum of two benefit categories arising from a single accident.

The insured member will be entitled to claim benefits from this Policy of up to a maximum of two claims per year.

**6.6 Notification of Travel Date:** Not more than one change of travel dates is allowed.

## 6.7 Claims, Queries and Complaints

Claim Forms are available from any MLife Office or appointed Agents or Broker. To claim a benefit or to submit an query on your Policy please contact;  
Madison Life Insurance Company Zambia Limited, Head Office, Dar-es-Salaam Place, South of Main Post Office, P.O Box 33384, Lusaka, Zambia  
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