



Reinsured: **BICOR VIE ET CAPITALISATION**

Period: Continuous contract subject to three (3) months' notice of cancellation prior to 31st December in any year.

It is understood that the provisional notice of cancellation is automatically tendered at 30th September of each year by both the Reinsured and the Reinsurer hereon, Unless otherwise advised by either party to this Agreement. No formal document will be issued by either party in this connection.

Signing hereon is in respect of the period effective from 1st January 2020 to 31st December 2020, both days inclusive and Local Standard Time at the place of loss.

Type: Medical Expenses Quota Share Reinsurance Agreement.

Business Covered: In-patient Cover, Out-patient Cover, Maternity Cover, Optical Cover, Dental Cover, In-patient Emergency Cover, Excess of Loss Cover and Last Expense Cover benefits underwritten by the Reinsured in their respective medical department.

Territorial Scope: This contract shall apply to policies issued in Burundi and other territories agreed with the reinsurer.
However, overseas treatment for patients purely on referral basis is also covered under this treaty.

Treaty Detail: **Maximum Sum Insured:**
The Underwriting Limit of the Reinsured shall be as per the below categories:

Category 's number	1	2	3	4	5
Limit outpatient per family	Bif 5,000,000	Bif 4,000,000	Bif 3,500,000	Bif 1,200,000	Bif 1,000,000
Limit inpatient per family	Bif 80,000,000	Bif 55,000,000	Bif 30,000,000	Bif 7,000,000	Bif 5,000,000
Limit dental per individual	Bif 1,000,000	Bif 850,000	Bif 700,000	Bif 210,000	Bif 100,000
Limit optic per individual	Bif 1,000,000	Bif 850,000	Bif 700,000	Bif 350,000	Bif 0
Limit spectacle frame per individual	Bif 500,000	Bif 400,000	Bif 300,000	Bif 70,000	Bif 0
Death and total permanent disability cover	Bif 5,000,000	Bif 5,000,000	Bif 5,000,000	Bif 5,000,000	Bif 5,000,000

**Retention**

60% of the above limit for each respective category

Maximum Cession

40% of the above limit for each respective category

Exclusions:

As per Original policy wording and in addition:

- 1) War and Civil War Exclusion Clause.
- 2) Nuclear Exclusion Clause
- 3) Compensation for occupational diseases
- 4) Treaty Reinsurances: liability in respect of all proportional and non-proportional reinsurance treaties is excluded from the cover of this agreement
- 5) Business written on excess of loss basis is excluded for the cover of this agreement.
- 6) Business written on layered basis including primary covers is excluded from the cover of this agreement
- 7) Business accepted by the company in any pooling arrangement is excluded from this agreement.
- 8) Subject to all clauses conditions and exclusions contained in the policies
- 9) IT risks exclusion clause.
- 10) Ex-gratia payments

Amendments to exclusions shall be advised in writing to and be expressly agreed by the Leading Reinsurer only.

Special Acceptances of risks excluded from the scope of this Agreement shall be Agreed by the Leading Reinsurer.

Rates:

Original Gross Rate (OGR).

Commission:

Sliding Scale Commission:

Minimum commission of 16% to a Maximum commission of 30% for a Minimum Loss Ratio of 60% and Maximum Loss Ratio of 80%

Provisional Commission: 18%

**Cash Loss Limit/
Advice:**

75% of the Retention.

Accounts:

Quarterly accounts shall be submitted within 6 weeks after the close of each quarter.



Accounts Settlement

Settlement cheque to accompany the Quarterly statements or made immediately by RTGS.

Settlement of any balance to the Reinsured by the Reinsurer shall follow within 14 days of the receipt of the quarterly account by the Reinsurer.

Any inadvertent error or omission shall be corrected in the subsequent quarterly account unless such error or omission has a major effect on the balance to be remitted, in which case, correction thereof shall be made immediately by a supplementary account.

Losses paid and outstanding will be advised with the quarterly accounts in their years of occurrence.

“The underwriting year shall be closed after 36 months after inception date, i.e 12th quarterly account will be the last account and reinsurers will not be liable for any claim or expenses occurred / reported after this period”

Currency:

Burundi Franc (BIF)

Taxes and

As prescribed by the Regulating Authority where applicable

Arbitration:

Place: Bujumbura
Country: Burundi

Special Conditions:

Special Acceptances to be agreed by the leader, Africa Re.
Previous Special acceptances automatically agreed hereon

law and jurisdiction

This reinsurance shall be subject to Burundi law and jurisdiction

Seat of arbitration

Shall be Bujumbura, Burundi



CLAIMS AUDIT

Claims systems and processes to be reviewed periodically by lead reinsurer to satisfy sound governance processes.

UNDERWRITING AUDIT

Underwriting systems and processes to be reviewed periodically by lead reinsurer to satisfy sound governance processes.

BORDEREAUX

Detailed claims and premiums bordereaux to accompany each set of quarterly accounts. Minimum required fields shown below:

Premiums:	Claims:
1. Policyholder id	1. Policy holder id
2. Member id	2. Member id
3. Start date of cover	3. Start date of cover
4. End date of cover	4. End date of cover
5. Premium amount	5. Date of claim/treatment date
6. Type of benefit	6. Date of payment/approval date
7. Benefit limit	7. Amount claimed
8. Premium paid/billed	8. Amount paid
	9. Type of benefit
	10. Benefit Limit
	11. Provider name/Code

AGE LIMIT

New Policies - Persons Aged 65yrs and Below. Persons aged above 65 years to be referred to the Lead Reinsurer for special Acceptance.

Renewal Policies – Exit age of 75yrs. Renewal request for persons above 75 years to be referred to the Lead Reinsurer for special acceptance.



AFRO-ASIAN
INSURANCE SERVICES LTD

♦ International Insurance & Re-insurance Brokers ♦

Terms and conditions

The Terms and conditions of this agreement are subject to the approval of the relevant Insurance Regulators.

It is noted and agreed that provision is made for limited coverage for an insured to be evacuated for treatment abroad (excluding Europe and the USA plus Canada) for any condition which cannot be treated locally.

This provision will apply only in respect of policies issued from 1st January 2020 to 31st December 2020.

Several Liability:

Lsw1001 (Reinsurance)

Several Liability Notice:

The subscribing reinsurers' obligations under contract of reinsurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing reinsurers are not responsible for the subscription of any co-subscribing reinsurer who for any reason does not satisfy all or part of its obligations.

Intermediary:

Afro-Asian Insurance Services Ltd.

Brokerage:

2.5%

Our Order

100%

Wording:

Full Contractual Wording is incorporated.

This Slip Reinsurance Agreement details the Agreement terms entered into by the Reinsured and the Reinsurer and constitutes the full Reinsurance Agreement.

Leading Reinsurer:

African Reinsurance Corporation, the "Reinsurer".

Information:

a) Estimated premium income for 2020: BIF 1,500,000,000



AFRO-ASIAN
INSURANCE SERVICES LTD

✱ International Insurance & Re-insurance Brokers ✱

CONTRACTUAL WORDING

ATTACHING TO AND FORMING PART OF MEDICAL QUOTA SHARE REINSURANCE

WHEREBY IT IS AGREED between the parties as follows:

Article 1: Share Ceded, Territorial Scope and Retention Clauses 1.1

Share Ceded

The Reinsured shall cede and the Reinsurer agrees to accept by way of Quota Share reinsurance the proportion stated in the Contractual Details (hereinafter called the "Reinsurer's participation") of the business specified in the Contractual Details but not exceeding the treaty limits stipulated therein.

1.2 Period of Application

This Agreement applies to policies issued or renewed in respect of insurances and reinsurances during the period specified in the Contractual Details.

1.3 Reinsurer's Liability

The liability of the Reinsurer shall run concurrently and obligatorily with that of the Reinsured.

1.4 Follow the Fortunes

The Reinsurer shall be subject to the same terms and conditions as the original policies and shall follow, subject to the terms of this Agreement, the underwriting fortunes of the Reinsured in respect of all business ceded hereunder.

1.5 Class of Business Covered

The Type and Class of Business are specified in the Contractual Details.

1.6 Territorial Scope

The Reinsurer shall only cover those risks accepted by the Reinsured which are situated within the Territorial Scope as defined in the Contractual Details.

1.7 Retention and Limit

The maximum retention by the Reinsured for its own account and the limit of this Agreement any one risk or policy are specified in the Contractual Details. Notwithstanding the foregoing, the Reinsured may cede any compulsory legal cession, in which event the share hereunder shall be based on the amounts remaining after taking such reinsurance into account.

The amounts of co-insurance and inwards facultative reinsurance ceded to this Agreement are specified in the Contractual Details.

1.8 One Risk

The Reinsured shall be the sole judge as to what constitutes One Risk or policy.



1.9 Prior Facultative Reinsurance

The Reinsured may reduce the amount to be ceded in respect of any risk by effecting individual proportional facultative reinsurances when in the Reinsured's opinion this is in the interest of both parties, but the reinsured shall not effect facultative reinsurance protection solely for the protection of the business retained for its own account.

1.10 Protection of Reinsured's Retention

The Reinsured reserves the right to effect, at its own discretion, excess of loss protection for its net retention and such excess of loss protection shall not be considered as invalidating any of the provisions of this Agreement.

1.11 Self-insurance

A policy and/or contract granted by the Reinsured in which the Reinsured either solely or jointly with another party or parties is named as the Insured and/or Reinsured, shall be deemed to be a policy and/or contract falling within the scope of this Agreement, notwithstanding that there may be no legal liability under such policy and/or contract by reason of the fact that the Reinsured is named as an Insured and/or Reinsured.

Article 2: Exclusions

The Reinsurer shall not be liable for any losses caused by or arising from the exclusions detailed in section 7 of the Contractual Details.

Special Acceptances of risks excluded from the scope of this Agreement shall be agreed by the Leading Reinsurer. Such Special Acceptances will not be documented in this Agreement wording.

However, any previously agreed Special Acceptances will be renegotiated with the Leading Reinsurer annually.

Article 3: Record of Cessions and Bordereaux Clause 3.1

Record of Cessions

The Reinsured shall maintain a record of all cessions hereunder and of all renewals and alterations thereto and these shall be advised as stated in the Contractual Details to the Reinsurer on a bordereau form.

3.2 Bordereau

Bordereaux shall serve only to provide information to the Reinsurer in respect of risks ceded under this Agreement. Risks outside the scope of this Agreement shall not be covered by this Agreement by virtue of an entry on a bordereau form.

Article 4: Premium and Commission Clauses

4.1 Premium

The Reinsured shall pay to the Reinsurer its proportion of the original premiums (less only returns, cancellations and premiums paid for prior reinsurances which inure to the benefit of this Agreement) which the Reinsured itself receives for the original insurances. The Reinsurer shall be entitled to its share of premium for the liability assumed on insured risks even if the Reinsured has not received the premium owing to it.

4.2 Payment of Premium



The Reinsurer's obligations to pay claims are contingent on and subject to the payment of the due premium by the Reinsured and until such premium is received, the Reinsurer shall have no obligations whatsoever to pay any claims, provided that, any set-off applied in terms of this Agreement shall constitute compliance with this provision.

4.3 Commission

4.3.1 Flat Commission

The Reinsurer shall allow commission on the premiums ceded in the accounts for this Agreement at the rate specified in the Contractual Details but unless otherwise agreed and specified in the Contractual Details no other deduction shall be made.

4.3.2 Sliding Scale Commission

If applicable, the Sliding Scale Commission shall be calculated as specified in the Contractual Details.

4.3.3 Overriding Commission

If applicable, the Reinsurer shall pay to the Reinsured an overriding commission on the premiums ceded under this Agreement at the rate specified in the Contractual Details.

Article 5: Profit Commission Clause (if applicable)

5.1 Profit Commissions Formula

The Reinsurer shall pay to the Reinsured a profit commission as detailed in the Contractual on the net profit resulting from cessions under this agreement, ascertained after the end of the underwriting year concerned to the method set out hereafter:

Income (Credit):

Premium for the underwriting year concerned.

Outgo (Debit):

1. Commission on premium income
2. Any other agreed deductions as specified in the Contractual Details.
3. Paid Losses in respect to the underwriting year concerned.
4. The Outstanding as at the end of the underwriting year concerned.
5. Reinsurer's Management Expenses calculated on the Premium Income of the underwriting year concerned.
6. Deficit (if any) brought forward from the previous year's statement.

5.2 Inuring Recoveries

Any Premium and Loss recoveries under reinsurance which inure to the benefit of this Agreement shall be taken into consideration.

5.3 Loss Carried Forward



Any loss resulting from each year's profit commission calculated shall be carried forward for the number of years stated in the Contractual Details. Within this period any loss shall be used to eliminate and/or reduce any subsequent year's profit(s) in the order in which they arise.

5.4 Profit Definition

Any excess of Income over Outgo shall be deemed to be the profit for the annual period.

5.5 Profit Commission Statement

The Reinsured shall render to the Reinsurer a statement for each annual period in accordance with the above formula and any profit commission due shall be included in the account as stated in the Contractual Details.

In respect of any section allowed to run-off to natural expiry the Reinsurer's profit shall be calculated separately in respect of each underwriting year.

5.6 Profit Commission on Termination of Agreement

On termination of this Agreement no Profit Commission Statement shall be rendered until all liability of the Reinsurer has ceased. All entries appearing in accounts rendered to the Reinsurer after the date of termination together with the appropriate entries relating to the last period this Agreement was in force shall be included in the final statement.

Either party shall have the right at any time to request the re-calculation of the Profit or Deficit for any year should it be found that by under or over payment for outstanding claims, the Profit Commission paid was inaccurate.

Article 6: Loss Participation

If applicable, the Reinsured's Loss Participation share shall be calculated as specified in the Contractual Details.

Article 7: Taxes and Deduction Clause

The financial transactions arising out of this Agreement are subject to tax implications as specified in the Contractual Details.

Article 8: Premium Reserve Deposit Clause

8.1 Premium Reserve Deposit Retained and Released

The Reinsured shall retain from the Reinsurer a Premium Reserve Deposit in cash calculated at the percentage stated in the Contractual Details on the premium ceded to the Reinsurer in the accounts rendered hereunder. Such retained Deposit shall be released to the Reinsurer in the corresponding account of the following year.

Notwithstanding the above the Reinsurer shall have the right to set up the deposit in cash with the Reinsurer or in the form of securities.

In the case of a securities deposit, a separate agreement shall be made between the parties.

8.2 Interest on Deposit

The Reinsured shall credit the Reinsurer in the final account for the year with the interest accrued on the cash Deposit retained in each annual period.

8.3 Interest Rate



The annual percentage rate of interest payable is as stated in the Contractual Details.

8.4 Alteration in Interest Rate

Alterations in the rate of interest payable at the renewal of this Agreement shall be applied to all cash Deposits in accounts rendered from the commencement of that year regardless of their underwriting year designation.

8.5 Deposit Held in Trust

Any amounts held by the Reinsured in accordance with the provisions of this clause remain the property of the Reinsurer so far as the applicable Law permits and are held by the Reinsured as trustee for the Reinsurer and may only be utilised by the Reinsured in the event and up to the amount of the Reinsurer's failure to discharge its liability under this Agreement.

8.6 Set-off of Deposit

The Reinsurer may at its discretion direct that any such amounts or any portion thereof which should be released to the Reinsurer in accordance with the provisions of this clause or an amount equivalent to the value thereof shall instead be set-off against any amounts owed by the Reinsurer to the Reinsured under this or any other agreements which have been or may hereafter be entered into between parties, it being understood that the Reinsurer shall relinquish to the Reinsured all its rights in the said amount to the extent of any such set-off.

Article 9: Claims Reporting and Settlement Clause

9.1 Notification of Claims

The Reinsured shall without delay, advise the Reinsurer of any circumstances which would result in a claim greater than the amount specified in the Contractual Details and thereafter keep the Reinsurer duly informed of any developments regarding the claim.

9.2 Claims Settlement

All loss payments made by the Reinsured within the conditions of the business covered hereunder and falling within the scope of this Agreement shall be binding on the Reinsurer. The Reinsurer shall be liable for its proportion of such loss payments in respect of any risks ceded hereto less its proportion of any recoveries applicable thereto made by the Reinsured whether as salvage or otherwise. All legal costs and professional fees and expenses (excluding salaries of all employees and office expenses of the Reinsured) which are reasonably incurred in connection therewith shall form part of such loss payments.

9.3 Cash losses

The Reinsured shall have the right to request immediate payment from the Reinsurer, of the Reinsurer's proportion of any loss settlement which equals or exceeds the amount stated in the Contractual Details. Any amount so paid shall be credited to the Reinsurer in the next statements of account. All other claims will be settled in account in accordance with Article 12.

19.4 Claims Co-operation



As regards the settlement of any claim or loss occurrence to be notified to the Reinsurer immediately under this Agreement, the Reinsurer shall co-operate with the Reinsured. Notwithstanding anything to the contrary contained in this Agreement, it is a condition precedent to the Reinsurer's liability that, upon the Reinsurer's request, the Reinsured shall co-operate with the Reinsurer or any other person designated by the Reinsurer. In particular, the Reinsured shall not without consulting the Reinsurer or its designated representatives, litigate any such claim.

9.5 Ex-Gratia Claims Payments

Ex-gratia claims payments are excluded from this Agreement and shall be made solely at the cost and expenses of the Reinsured unless the Reinsurer has given its prior consent to contribute to the claims payments made by the Reinsured voluntarily without obligation.

9.6 Outstanding Claims

The Reinsured shall supply the Reinsurer with a statement of unsettled claims as at the end of each quarter such statement showing an aggregate amount for which the Reinsurer may be liable in their years of occurrence. The statement shall be rendered with the accounts not later than the period stated in the Contractual Details.

In respect of the outstanding claims on the Reinsured which exceed the amount stated in the Contractual Details, the Reinsured shall supply the Reinsurer as at the end of each quarter with the name, date of loss and estimated amount of each outstanding claim given separately per year of occurrence. This information shall be forwarded to the Reinsurer not later than the period specified in the Contractual Details.

Following cancellation in terms of the Special Cancellation Clause of this Agreement the information above shall be so forwarded to the Reinsurer until all liability under this Agreement shall have been discharged.

Article 10: Accounts Clause

102.1 Accounts Rendering

The accounts between the Reinsured and the Reinsurer in respect of the business under this Agreement shall be closed as stated in the Contractual Details and rendered in original currency by the Reinsured as soon as possible thereafter but in any event not later than the period specified in the Contractual Details.

10.2 Accounting Items

The statements of account shall show the following details, broken down according to the different shares and classes of insurance:

- 1 The written premiums payable to the Reinsurer less returns, cancellations and premiums paid for insurances and reinsurances which inure to the benefit of this Agreement.
- 2 Commissions and expenses.
- 3 The claims paid less salvages and recoveries.
- 4 Outstanding losses broken down into years of occurrence.
- 5 Cash loss recoveries.

All other items or additional information to be included in the accounts are as specified.



10.3 Accounts Confirmation

Accounts shall be assumed to be confirmed if no confirmation or objection by the Reinsurer are received within the period specified in the Contractual Details but inadvertent errors and/or omissions in the accounts shall not delay the payment of any balance due hereunder unless such errors and/or omissions have a major effect on the remittable balance. Any necessary correction shall be made in the next account rendered hereunder except in those cases where the error and/or omission have a major effect on the remittable balance necessitating an immediate adjustment.

10.4 Accounts Settlement

Balances due to the Reinsurer shall be paid by the Reinsured at the same time as the accounts are rendered and balances due to the Reinsured shall be paid at the time of confirmation but not later than the period stated in the Contractual Details.

10.5 Overdue Balances Clause

Any amounts outstanding after the due date on which settlement is due shall be subject to the payment of interest by the debtor party to the creditor party. Interest shall be calculated at the rate stated in the Contractual Details and remain payable until the date upon which payment is received by the creditor party. The Debtor party shall bear the Creditor party's loss through currency fluctuation.

Article 11: Currency Conversion Clause

11.1 Currency

The Contract and settlement currencies are specified in the Contractual Details.

11.2 Rates of Exchange

For the purpose of this Agreement currencies other than the currency in which this Agreement is written shall be converted into such currency at the rate of exchange used in the Reinsured's books. Where there is a specific remittance for a loss settlement, the conversion will be at the rate of exchange ruling on the date upon which settlement is effected.

11.3 Additional Charges

All additional charges incurred or to be incurred, including but not limited to bank charges, in respect of any payments made after the due date shall be for the account of the debtor party at the rate prevailing at the due date.

Article 12: Set-Off Clause

Any confirmed balances due by either of the parties to this Agreement, whether they arise out of this Agreement or out of other insurance/reinsurance business relationship between the parties, may be set-off against confirmed balances of the other party. This right shall continue to exist after the termination of this Agreement or of any other insurance/reinsurance business relationship between the parties.

If bankruptcy or liquidation proceedings are initiated in respect of either of the parties to this Agreement, the other party may set off all amounts owing to it, whether they arise out of this Agreement or out of any other insurance/reinsurance business relationship between the parties, against all the amounts due or not yet due for payment by it, whether these arise out of this Agreement or out of any other insurance/reinsurance business relationship between the parties. The same right may be exercised by



any party to this Agreement that exercises its right of special termination for any other reason indicated in this Agreement.

Where the Reinsurer has set up a deposit, it may, in the event of bankruptcy or liquidation proceedings being initiated against the Reinsured or in the event of special termination, exercise its rights in respect of the deposit or arising out of the deposit agreement wholly or in part as if they were immediately due debts of the Reinsured, and may set off such debts against any amounts payable to the Reinsured. To the extent that the Reinsurer exercises its right of set-off, it shall waive any rights accorded to it by the deposit agreement.

Article 13: Change of Underwriting Practice Clause

It is a condition precedent to the Reinsurer's liability hereunder that the Reinsured shall not introduce at any time after the Reinsured enters into this Agreement any change in its established acceptance or underwriting policy which may increase or extend the liability or exposure of the Reinsurer hereunder in respect of the classes of business to which this Agreement applies without the prior written approval of the Reinsurer.

Article 14: Incorrect or Incomplete Information Clause

The terms of this Agreement are based on the information supplied by the Reinsured to the Reinsurer prior to the conclusion of this Agreement.

Should the Reinsured have supplied the Reinsurer with information which it knew or should have known to be incorrect or incomplete, this Agreement shall be affected as follows:

- (a) If the Reinsurer, in possession of the true facts, would have declined to provide Reinsurance, this Agreement shall be void.
- (b) If the Reinsurer, in possession of the true facts, would have provided Reinsurance but under less advantageous terms, this Agreement shall be modified accordingly with effect from the commencement of this Agreement.

The Reinsurer, if in possession of the true facts, will be deemed to have acted as a reasonable Reinsurer would have acted under the same circumstances, unless the Reinsured is able to show otherwise.

Article 15: Inadvertent Delay, Errors and Omissions

Any inadvertent delay, error or omission on the part of either the Reinsured or the Reinsurer shall not relieve either party from any liability which would have attached to this Agreement, provided that such inadvertent delay, error or omission is rectified immediately upon discovery and shall not impose any greater liability on the Reinsured or the Reinsurer than would have attached had the inadvertent delay, error or omission not occurred.

Article 16: Inspection of Records Clause

For as long as either party remains under any liability hereunder the Reinsured shall, upon request by the Reinsurer, make available at the Reinsured's Head Office or wherever the same may be located, for inspection at any reasonable time by such representatives as may be authorised by the Reinsurer for that purpose, all information relating to business reinsured hereunder in the Reinsured's possession or under its control and the said representatives may



arrange for copies to be made at the Reinsurer's expense of any of the records containing such information as they may require.

Article 17: Commencement and Termination

17.1 Commencement

This Agreement shall take effect on the date stated in the Contractual Details and continue in force until terminated and shall be in respect of policies issued or renewed during the period of this Agreement and for policies with periods not to exceed 12 months plus odd time, not exceeding 18 months in all.

This Agreement will follow local standard time.

17.2 Termination

This Agreement may be terminated by either party giving notice of termination on the basis set out in the Contractual Details, such notice to expire on the date stated in the Contractual Details.

During the period of notice the Reinsurer shall continue to participate in all new sessions and renew existing sessions in the same manner as covered by the terms of this Agreement and in all respect as if no notice had been given.

17.3 Service of Notice of Termination

Notice of termination shall be given in writing which shall be deemed to include Registered Letter, Telex, Telegram, Facsimile, or any other permanent means of instantaneous communication. In the event of either party giving notice of termination in accordance with the provisions set out in the Contractual Details then such notice shall be automatically deemed to have been given by both parties.

Article 18. Special Cancellation

1. Either party shall have the right to cancel this Agreement immediately by giving the other party notice in any of the following events:
 - (a) If the performance of the whole or any part of this Agreement be prohibited or rendered impossible de jure or de facto in particular and without prejudice to the generality of the preceding words in consequence of any law or regulation which is or shall be in force in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any or all or any part of the balance of payments due to or from either party.
 - (b) If the other party has become insolvent or unable to pay its debts or has lost the whole or any part of its paid up capital or has any authority to transact any class of business withdrawn, suspended or made conditional.
 - (c) If there is any material change in the ownership, management or control of the other party.
 - (d) If the country or territory in which the other party resides or has its head office or is incorporated shall be involved in armed hostilities with any other country whether war be declared or not or is partly or wholly occupied by another power.



- (e) If the other party shall have failed to comply with any of the terms and conditions of this Agreement.
- 2. All notices of termination in accordance with any of the provisions of this Clause shall be given in writing by Registered Letter, Telex, Telegram, Facsimile or any other permanent means of instantaneous communication and shall be deemed to be served upon despatch or, where communications between the parties are interrupted, upon attempted despatch.
- 3. All notices of termination served in accordance with any of the provisions of this Article shall be addressed to the party concerned at its head office or at any other address previously designated by that party.
- 4. In the event of this Agreement being terminated at any date other than the expiry date specified herein the then existing premium and loss portfolios shall be withdrawn, net of any retained reserve deposits, either on the basis as specified herein or at alternative terms to be mutually agreed and all liability shall thereby be extinguished or, in respect of those cessions not subject to Portfolio Consideration, run-off to natural expiry.
- 5. In respect of all cessions allowed to run-off to natural expiry, in the event of this Agreement being terminated at any date other than the expiry date specified herein:
 - (a) the premium due to the Reinsurer shall be limited to premiums (net of commission) earned by the Reinsured in respect of those policies in force at the date of such termination and calculated in accordance with the Reinsured's normal accounting procedures or at alternative terms to be mutually agreed.
 - (b) the liability of the Reinsurer shall cease absolutely as at the date of such termination except in respect of losses occurring (or claims made as original) during the currency of this Agreement but which are not settled at the date of termination. In respect of such losses, the liability of the Reinsurer shall continue until its liability is discharged.
- 6. **Termination Amendment**

Notwithstanding the provisions above, the right of either party to invoke the termination of this Agreement shall not arise solely due to either party being unable to fulfil their obligations of the whole or any part of this Agreement, due to any sanctions law or regulation applicable to either party which is in force and prohibits such action.

Article 19: Extended Expiry

If this Agreement should expire or terminate whilst an accident occurrence covered hereunder is in progress the Reinsurer will indemnify the Reinsured in terms of this Agreement on any claim resulting from that accident occurrence notwithstanding that part of the loss may have arisen after the time of termination. No part of such loss occurrence shall be claimed against any renewal of this Agreement.

Article 20: Alterations Clause



No variation in the Agreement shall be effective unless evidenced in writing and duly signed on behalf of both parties. Variations sent by instantaneous means of communication are also effective provided they are capable of being shown by means of permanent or retrievable record to have been agreed by both parties.

Article 21: Intermediary Clause

21.1 Intermediary

The intermediary named in the Contractual Details is hereby recognised as the intermediary negotiating this Agreement for all business hereunder.

21.2 Communications

All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustments, expenses, salvages and loss settlements) relating thereto shall be transmitted to the Reinsured or the Reinsurer through the named intermediary, subject to the provision of Article 18 (Special Cancellation Clause) herein.

21.3 Payments

(a) Payments by the Reinsurer to the Intermediary for the account of the Reinsured shall be deemed to constitute payment to the Reinsured for the purpose of discharging the Reinsurer's liability hereunder.

(b) Payments by the Reinsured through the Intermediary shall only constitute payment to the Reinsurer when and to the extent that such payments are actually received by the Reinsurer.

Article 22: Change in Law Clause

In the event of any change in the law, whether arising from legislation, decisions of the courts or otherwise, at any time after the Reinsurer entered into this Agreement by which the Reinsurer's liability hereunder is materially increased or extended, the parties hereto agree to take up for immediate discussion at the request of either party a suitable revision in the terms of this Agreement. Failing agreement on such revision within thirty days after such request, it is agreed that the Reinsurer's liability hereunder, whensoever arising, shall be determined as if the said change in law had not taken place.

Article 23: Interpretation Clause

The terms of this Agreement shall be construed in accordance with recognised reinsurance practice rather than being given a strictly literal or legal interpretation.

Article 24: Choice of Law and Jurisdiction Clause

This Agreement (including Arbitration Tribunals) shall be governed by the Law of the Country specified in the Contractual Details whose Courts shall have exclusive or final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the original insurance, the liability of the Reinsurer to indemnify the Reinsured in such event shall be limited to judgements delivered or obtained by a Court of competent jurisdiction within the Country specified in the Contractual Details.



Article 25: Arbitration Clause

All matters in difference between the Reinsured and the Reinsurer (hereinafter referred to as “the parties”) in connection with this Agreement including its formation and validity and whether arising during or after the period of this Agreement shall be referred to an arbitration tribunal in the manner hereinafter set out.

Unless the parties agree upon a single arbitrator within thirty days of one receiving a written request from the other for arbitration, the claimant (the party, requesting arbitration) shall appoint one arbitrator and give written notice thereof to the respondent.

Within thirty days of receiving such notice, the respondent shall appoint a second arbitrator and give written notice thereof to the claimant, failing which the claimant may apply to the appointor hereinafter named to appoint the second arbitrator.

Before they enter upon a reference the two arbitrators shall appoint a third arbitrator. Should they fail to appoint such a third arbitrator within thirty days of the appointment of the second arbitrator then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator. The three arbitrators shall decide by majority. If no majority can be reached, the verdict of the third arbitrator shall prevail. He shall also act as Chairman of the Arbitration Tribunal.

Unless the parties otherwise agree, the arbitration tribunal shall consist of persons (including those who have retired) with not less than ten years’ experience of insurance or reinsurance as persons engaged in the business itself or advising such business in a professional capacity.

The arbitration tribunal shall, so far as it is permissible under the law and practice of the seat of arbitration, have power to fix all procedural rules for the holding of the arbitration, including discretionary power to make orders as to any matters which it may consider proper in the circumstances of the case with regard to pleadings, discovery, inspection of the documents, examination of witnesses and any other matter whatsoever relating to the conduct of the arbitration, and may receive and act upon such evidence, whether oral or written, strictly admissible or not, as it shall at its discretion think fit.

The appointor shall be as specified in the Contractual Details or if he is unavailable or it is inappropriate for him to act for any reason, such person as may be nominated by the Committee of that body. If for any reason such persons decline or are unable to act then the appointor shall be the judge of the appropriate Courts having jurisdiction at the seat of Arbitration.

All costs of the arbitration shall be at the discretion of the arbitration tribunal who may direct to and by whom and in what manner they shall be paid.

The seat of the arbitration shall be in the place specified in the Contractual Details and the law applicable to both the aforesaid Agreement and this arbitration Agreement shall be the law of that country.

A reasoned award of the arbitration tribunal shall be issued to the parties in writing and shall be final and binding upon the parties who covenant to carry out the same. If either of the parties should fail to carry out the award, the



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other may apply for its enforcement to a court of competent jurisdiction in any territory in which the party in default is domiciled or has assets or carries on business.

It is understood and agreed that this arbitration agreement shall be construed as a separate and independent contract between the parties hereto and arbitration hereunder shall be a condition precedent to the commencement of any action at law.

Article 26: Several Liability Notice LSW 1001 (Reinsurance)

In case there are other subscribing Reinsurers to this Agreement, the subscribing Reinsurers' obligations under this Agreement and/or any other contracts of reinsurance to which they subscribe are several and not joint and are limited solely to their individual subscriptions.

The subscribing Reinsurers are not responsible for the subscription of any co-subscribing reinsurer who for any reason does not satisfy all or part of its obligations.



APPENDIX NO. 1

SLIDING SCALE COMMISSION

ATTACHING TO AND FORMING PART OF MEDICAL QUOTA SHARE REINSURANCE

The Reinsured shall at the end of each treaty year calculate an adjusted commission on the following “sliding scale” basis: -

SLIDING SCALE TABLE			
Loss ratio equal to:			Commission equal to:
80.00%	or more		16.00%
79.27%	or more but less than	80.00%	16.50%
78.54%	or more but less than	79.27%	17.00%
77.81%	or more but less than	78.54%	17.50%
77.08%	or more but less than	77.81%	18.00%
76.35%	or more but less than	77.08%	18.50%
75.62%	or more but less than	76.35%	19.00%
74.89%	or more but less than	75.62%	19.50%
74.16%	or more but less than	74.89%	20.00%
73.43%	or more but less than	74.16%	20.50%
72.70%	or more but less than	73.43%	21.00%
71.97%	or more but less than	72.70%	21.50%
71.24%	or more but less than	71.97%	22.00%
70.51%	or more but less than	71.24%	22.50%
69.78%	or more but less than	70.51%	23.00%
69.05%	or more but less than	69.78%	23.50%
68.32%	or more but less than	69.05%	24.00%
67.59%	or more but less than	68.32%	24.50%
66.86%	or more but less than	67.59%	25.00%
66.13%	or more but less than	66.86%	25.50%
65.40%	or more but less than	66.13%	26.00%
64.67%	or more but less than	65.40%	26.50%



63.94%	or more but less than	64.67%	27.00%
63.21%	or more but less than	63.94%	27.50%
62.48%	or more but less than	63.21%	28.00%
61.75%	or more but less than	62.48%	28.50%
61.02%	or more but less than	61.75%	29.00%
60.00%	or more but less than	61.02%	29.50%
Below 60%			30.00%

Provisional Commission: 18%

The 1st Sliding Scale commission adjustment statement calculation shall be submitted to the Reinsurer 6 months after close of the Underwriting Year, i.e. when submitting 2nd Quarter statement for the following Underwriting Year, and the difference between the provisional commission and the adjusted commission shall thereupon become payable by the debtor party. Every six-month similar calculation and adjustment shall be made, until such time as any outstanding claims brought into such calculation shall be extinguished in which event the calculation and adjustment at the end of that year shall be final.

In the event of cancellation of this Agreement on a run-off basis, then a further calculation shall be done at the end of the second year and a further adjustment of the commission for the year shall then be made, and a similar calculation and adjustment shall be made at the end of each year thereafter, until such time as any outstanding claims brought into such calculation shall be extinguished in which event the calculation and adjustment at the end of that year shall be final.

For the purpose of applying the sliding scale:

“Loss ratio” shall mean the percentage of “Incurred Losses” to “Earned Premiums”

“Incurred Losses” shall mean losses and loss expenses paid during the treaty year plus outstanding loss reserve at the end of the treaty year (calculated on the same basis as the loss portfolio withdrawal, if applicable) less the Reinsurer’s reserve for outstanding losses at the end of the previous treaty year (calculated on the same basis as the incoming loss portfolio, if applicable).

“Earned Premiums” shall mean premiums (net of taxes if applicable) paid by the Reinsured under this Agreement for the treaty year less the premium reserve for the treaty year (calculated on the same basis as the premium portfolio withdrawal, if applicable) plus the premium reserve from the previous treaty year ((calculated on the same basis as the premium portfolio credited at the commencement of the treaty year, if applicable)



APPENDIX NO. 2

EXCLUSIONS

ATTACHING TO AND FORMING PART OF MEDICAL QUOTA SHARE REINSURANCE

WAR ETC EXCLUSION CLAUSE

All exclusions, conditions and limitations which apply to the original policy wording shall also apply to this agreement. In addition, excluded from the scope of this agreement are claims arising directly or indirectly from: War, invasion, act of foreign enemy, hostilities, or war like operations (whether war declared or not) , civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or from participating in any riot or civil commotion.

However, this exclusion shall not apply if the insured shall prove that at the time of suffering the result, the insured person was in no way directly or indirectly participating or engaging in any such activities, except for the protection of himself, his family or his or her property.

Employees of concerns where there is direct or indirect risk of bodily injury caused by or contributed to by or arising from nuclear weapons, material ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this stipulation only combustion shall include any self –sustaining process of nuclear fission.

Ex-gratia payments by the Reinsured or C-Reinsurers.



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APPENDIX NO. 3

**HEALTH INSURANCE POLICY
GENERAL TERMS AND CONDITIONS**

BICOR VIE ET CAPITALISATION

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Preamble

Whereas the Insured named in the Policy Data Page has by a written proposal and declaration, applied to BICOR VIE ET CAPITALISATION for the insurances (herein referred to as the benefits) specified in the Schedule in respect of the persons (herein referred to as the Members) named in the Schedule, BICOR VIE ET CAPITALISATION issues this Policy to the Insured provided the agreed premium as consideration for insurance has been paid.

It is understood and agreed that the basis of this contract is a proposal and declaration made to BICOR VIE ET CAPITALISATION on behalf of the Members and that the proposal and declaration shall be deemed to be incorporated herein.

BICOR VIE ET CAPITALISATION hereby undertakes and agrees to provide reimbursement of otherwise non-recoverable medical and surgical expenses necessarily and reasonably incurred by the Member as a direct result of sustaining accidental bodily injury and/or illness and/or disease within the period of insurance as follows, subject to the provisions, exclusions and conditions herein:

- (a) The proportion specified on the Policy Data Page of all approved surgeons', anaesthetists', operating theatre fees and hospital board and accommodation charges for standard ward bed as a general patient;
- (b) The proportion specified on the Policy Data Page of all approved physicians', specialists' and/or pathologists' fees or nursing home and nursing attendance charges, x-ray and physiotherapy fees, clinic and laboratory fees, charges for drugs, dressings, surgical appliances for accident during the insurance period; and
- (c) The proportion, if any, specified on the Policy Data Page of the cost of repatriating the Member for medical treatment not available in Burundi where certified to be necessary and essential by a physician in BICOR VIE ET CAPITALISATION's panel of physicians.

For such referrals, all costs of travel or stay outside the hospital for the Member or the costs of anyone accompanying the Member are not covered.

The proportions to be provided shall not exceed the amount specified in the Schedule.

SECTION 1 DEFINITIONS

Chronic Condition	A disease, illness or injury which has at least one of the following characteristics: no known cure, is recurrent, leads to permanent disability, is caused by changes to one's body which cannot be reversed, requires one to be specially trained or rehabilitated or needs prolonged supervision, monitoring or treatment.
Commencement date	The date on which an eligible employee or eligible dependant becomes a member on or after the effective date.
Customary and Reasonable Charges	<p>Means charges for medical care made by a service provider which shall be considered by BICOR VIE ET CAPITALISATION to be customary and reasonable to the extent that they do not exceed the general level of charges being made by other service providers of similar standing in the locality where the charge is incurred when providing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury.</p> <p>The scales of charges agreed from time to time between BICOR VIE ET CAPITALISATION and the Panel of Service Providers shall be indicative of such customary and reasonable charges.</p>
Dependant	Means one (1) legal spouse of the Member and or unmarried children or legally adopted children who are dependent upon the Member for support, provided always that such children are aged less than 18 years at the date of enrolment into the scheme (extended to 25 years if in full time formal education).
Effective Date	The date since when that this health insurance cover commences.
Eligible Employee	An employee is eligible for membership under this Policy upon entering Full Time Active Service of the insured.
Eligible Dependant	A dependant will be considered to be eligible if the dependent is able to perform all the normal activities of person of the same age and sex and is neither confined at home nor in a hospital or any other medical facility.
Employer	The Insured as indicated on the Policy Data Page.



Exclusion	Category of treatment, conditions, activities and their related or consequential expenses that are excluded from this Policy for which BICOR VIE ET CAPITALISATION shall not be liable
Full Time Active Service	An Employee is considered to be in Full Time Active Service on any day if the employee is performing or is capable of performing, in the customary manner, all of the regular duties of employment during the policy period;
General Patient	A Member, who has been admitted to a hospital, is assigned a standard ward bed and is receiving treatment under the care of the hospital's panel of physicians.
Hospital	Means an institution, which is legally licensed as a medical hospital in the country in which it is located and which must be under the constant supervision of a physician.
In-patient	A Member who has been admitted to an hospital, is assigned a bed and given diagnostic tests or receives treatment for a disease or injury.
In Force	The Policy is in effect for the medical benefits specified in the -Schedule.
In-patient Treatment	Treatment which requires admission in a hospital and stay in a hospital, all day care due to a disease.
Limit of Indemnity	<p>This is BICOR VIE ET CAPITALISATION 's liability as limited in events and amount to the limits and sub-limits specified in the Schedule as applying to each item or type of cover provided.</p> <p>The overall maximum limit stated thereon is the maximum amount recoverable under this Policy as a whole by any Member during any one period of insurance and in total in respect of any one covered claim or event.</p>
Member	Means an eligible employee who has completed a membership application form or an eligible dependant whose name is included on the membership application form for this policy and commencement of cover has been confirmed in writing by BICOR VIE ET CAPITALISATION
Optical Service	Eye care, eye examination, eye follow-up care and prescription of glasses.
Out-patient Treatment	Treatment that does not require admission and stay in a hospital or day care.
Panel of Service Providers	The list of Hospitals, Pharmacies, Clinics, Physicians and other service providers approved by BICOR VIE ET CAPITALISATION from whom Members may seek services on credit or for whom BICOR VIE ET CAPITALISATION will make reimbursements.



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Period of Insurance	The period from the Effective Date to the renewal date and each twelve-month period, or any such period as may be agreed between the parties, from the renewal date thereafter.
Physician	Means a properly qualified medical practitioner licensed by the competent medical authority of the country in which treatment is provided and who in rendering such treatment is practicing within the scope of his or her licensing and training.
Pre-existing Condition	Means any injury, illness, condition or symptoms: (a) For which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the Commencement Date for the Member concerned, or (b) Which originated or was known by the Insured or the Member to exist prior to the commencement date whether or not treatment or medication, or advice or diagnosis was sought or received.
Proportion of Expenses Covered	As indicated on the Policy Data Page
Waiting Period	The period from the commencement date during which a Member is not entitled to any benefit except in the event of an accident and which waiting period is indicated on the Policy Data Page
We, Us, Our	BICOR VIE ET CAPITALISATION

Words importing the singular number shall be deemed to include the plural number and vice versa.

Where the context so admits, words denoting the masculine gender shall be deemed to include the feminine.

SECTION 2 SUMMARY OF BENEFITS

(a) In-patient Cover

(i) Hospital treatment and services:

All necessary medical treatment and services provided by or on the order of a Physician to the Member when admitted as a registered general patient to a hospital.

Cover includes hospital accommodation (up to the cost of general ward bed in that hospital), nursing care, diagnostic, laboratory or other medically necessary facilities and services, physician's, surgeon's, anaesthetist's or physiotherapist's fees, operating theatre charges, intensive care unit charges, specialist consultations or visits and all drugs, dressings or medications prescribed by treating physician for in-hospital use.

The cost of non-medical goods or services including such items as telephone, newspaper or accommodation for the Member's family is excluded.

We will only cover accommodation for a parent or guardian accompanying a Member who is below 12 years of age (only for care abroad).

Day Care Surgery.

Pre-Hospitalisation Diagnostic Services.

Laboratory, X-ray or other necessary medical diagnostic procedures ordered by a physician and which results in the Member being admitted (on the same day the tests are done) as a registered general patient to a hospital for treatment of the specific medical condition diagnosed, provided that such medical condition is covered.

Local Ambulance Services:

Ambulance services for transportation of a sick Member for treatment in a designated hospital from an area where facilities for adequate care do not exist but subject to a maximum of Bif 500,000 in any insurance period (within the In-patient annual limit).

Cover for in-patient services are subject to the amount specified in the Schedule.

(b) Out-patient Cover

Necessary medical treatment provided to a Member who is not a registered in-patient at a hospital and defined as:

(i) General Out-patient Services

Outpatient services provided by or on the order of a Physician who is licensed as a general practitioner.

(ii) Specialist Out-patient Services



Outpatient services services provided by or on the order of a Physician who is licensed as a specialist or consultant and to whom the Member has been referred to by a general practitioner.

(iii) Out-patient Laboratory and X-ray Services

Laboratory testing, radiographic and procedures used to diagnose or treat medical conditions. Such services must be provided or ordered by a Physician and must be covered.

(iv) Out-patient Prescription Drugs

Drugs and medicines, the use of which is restricted to the order of a Physician and prescribed for use by the Member as an outpatient.

Cover for outpatient services are subject to the amount specified in the Schedule.

(c) Maternity Cover

BICOR VIE ET CAPITALISATION will reimburse the Member the proportion of expenses shown on the policy data page arising from childbirth provided the Member is admitted in a hospital as a general patient.

The benefit shall cover delivery fees, consultation and treatment for both mother and child only during the period of confinement/admission in hospital.

BICOR VIE ET CAPITALISATION will also cover cost arising out of miscarriage and abortion provided that such abortion shall be certified by a gynaecologist and/or a psychiatrist as being necessary to preserve the mental and/or physical health of the mother.

BICOR VIE ET CAPITALISATION reserves the right to require the mother to be examined by a specialist of its choice. This benefit is not available for dependent children.

BICOR VIE ET CAPITALISATION shall not be liable for payments in respect of:

- (i) Expenses resulting from any existing pregnancy not disclosed at the effective date.
- (ii) Expenses resulting from use of incubators for premature babies or babies born with deformities.

The total cover under this section in any one period of insurance shall not exceed the limit specified in the Schedule.

(d) Optical Cover

BICOR VIE ET CAPITALISATION will cover the Member the proportion of expenses shown on the policy data page for the cost of eye glasses, eye testing and provided that the total reimbursement under this section in any one period of insurance shall not exceed the limits specified in the Schedule.

BICOR VIE ET CAPITALISATION shall not be liable for payments in respect of:



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- (i) The replacement of frames unless directly caused as a consequence of an accident giving rise to an injury to an eye.
- (ii) The replacement of lenses unless necessitated in the course of further treatment in connection with the contingency insured hereby.

(e) Dental Cover

BICOR VIE ET CAPITALISATION will cover the Member the proportion of expenses shown on the policy data page for the cost of dental consultation resulting in treatment expense, inclusive of anaesthetist's fees, hospital and operating theatre costs.

BICOR VIE ET CAPITALISATION shall not be liable for payments in respect of:

- (i) The cost of replacement or repairs of old dentures, bridges and plates unless damage to the said dentures, bridges and plates arises as the result of bodily injury sustained by the Member caused solely and directly by accidental external and visible means.
- (ii) The cost of orthodontic treatment of a cosmetic nature unless such treatment becomes necessary as the result of bodily injury sustained by the Member caused solely and directly by accidental external visible means or as a result of disease other than normal decay.

The maximum amount recoverable in any one filling or extraction and the total cover under this section in any one period of insurance shall not exceed the limits specified in the Schedule.

(f) In-patient Emergency Cover

BICOR VIE ET CAPITALISATION will cover expenses incurred in respect of emergency treatment immediately necessary to stabilize a medical condition without which treatment a major deterioration would develop in the Member's state of health, which would result in a significant reduction in life expectancy.

Provided the reimbursement under this section shall apply only when the limits under the in-patient cover in section 2(a) have been exhausted and the treatment is necessitated by the following causes:

- (i) A condition that warrants treatment in an intensive care unit.
- (ii) A condition that warrants travel and treatment overseas because the treatment is not available in Burundi.
- (iii) If, as a consequence of 1 and 2 above, an extended course of treatment and/or hospitalisation is necessary.

BICOR VIE ET CAPITALISATION reserves the right to seek the advice of its own medical consultant whose opinion will be binding upon all parties to this Policy.

The maximum liability shall not exceed the limit for this section as specified in the Schedule.

(g) Excess of Loss Cover

BICOR VIE ET CAPITALISATION will reimburse expenses incurred by a Member after limits under the in-patient and outpatient cover in section 2(a) has been exhausted.

The maximum liability shall not exceed the limit for this section as specified in the Schedule.

(h) Last Expense Cover

BICOR VIE ET CAPITALISATION shall, upon written notification of the death of a Member while this Policy is in force, pay to the insured or such other person or persons as the insured may in writing direct, the amount specified in the Schedule to cater for the funeral expenses

SECTION 3 GENERAL EXCLUSIONS

This insurance excludes:

1. Expenses incurred as a result of a Member's participation in:
 - (a) Naval, military or air force service or operations;
 - (b) Winter sports, water sports mountaineering, hunting, polo, racing on horseback, rugby, league football, motorcycling or motor racing on machines of greater than 125 c.c.;
 - (c) Riding or driving in any kind of race;
 - (d) Air travel except as a fare-paying passenger in any aircraft licensed for passenger carrying. Cover shall not in any event apply to a Member whilst operating, learning to operate or serving as a Member of a crew of any aircraft or to travel in any aircraft being used for sky-diving, racing, testing or exploration.
 - (e) Death resulting from civil war, riots and popular movements

2. Expenses directly or indirectly incurred as a result of:
 - (a) War ("declared or undeclared"), riot, strike and civil commotion;
 - (b) Intentional self-injury, suicide or attempted suicide (whether sane or insane), Member's own criminal act, intoxication, the use of drugs not prescribed by a physician or injury sustained whilst in a state of insanity;
 - (c) Nervous breakdown, general debility, psychoneurosis, general "overhaul" or vaccination, or any treatment undertaken or carried out as a preventative measure;
 - (d) Ischemic heart disease
 - (e) Skin cancers, in situ cancers and in situ melanomas (except malignant melanomas)
 - (f) Treatment by chiropractors, acupuncturists and herbalists, stays and/or maintenance or treatment received in nature cure clinics or similar establishments or private beds registered



within a nursing home, sanatoria, convalescent and/or rest homes or 'cures' attached to such establishments;

- (g) Pregnancy, childbirth, maternity benefits, abortion, miscarriage, ante-or-postnatal care, caesarean operation except for a first caesarean operation which must be certified by an independent medical examiner as being of vital necessity to the health of the mother and/or child (expenses for the baby are excluded). Expenses resulting from an existing pregnancy that was not disclosed at the inception of this insurance;
- (h) Fertility treatment i.e. costs of treatment related to infertility and impotence;
- (i) Cosmetic or beauty treatment and/or surgery;
- (j) Dental treatment or cost of dentures except for injury to natural teeth or dentures caused entirely by an accident;
- (i) Optical treatment or the cost of eyeglasses, except for injury to the eyes caused through an accident;
- (j) Hearing tests or cost of hearing aids;
- (k) Massage (except where certified as a necessary part of treatment following an accident or illness covered under this Policy);
- (l) Any injury, illness or disease specified as an exclusion;
- (m) Pre-existing and chronic illness
- (n) Congenital illness and conditions related to genetic disorders;
- (o) Any claim for expenses relating to any contingency arising whilst the Member is outside the territorial limits of Burundi, but this limitation shall not apply to any Member temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel provided that such period does not exceed six weeks in any one visit.

Travel , accommodation costs and medical bills not signed by the insured are not covered.

- (p) Any claim for expenses related to an accident or illness which may have occurred prior to the effective date or illness occurring within Thirty (30) days of the effective date or to any illness where it was within the knowledge of a Member that he was suffering from it at the effective date.

3. Charges recoverable under any Workmen's Compensation Act or Government Health Services Schemes of compensation including or any other medical plan.

4. **Terrorism Exclusion Clause:**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not cover any medical expense directly or indirectly resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the medical



expense.

For the purpose of this exclusion, 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.

SECTION 4 PROVISIONS AND GENERAL CONDITIONS

1. Inception of Insurance

No insurance shall be in force or effective until the Proposal form has been accepted by BICOR VIE ET CAPITALISATION and the Insured has paid the full premium.

2. Policy and Schedule

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.

3. Recovery of Uninsured Expenses

If BICOR VIE ET CAPITALISATION pays expenses incurred by a Member, which are not covered under the terms and conditions of this Policy, then the Member/Insured shall repay such amounts to BICOR VIE ET CAPITALISATION upon demand.

Such expenses shall include amounts in excess of Schedule limits and other expenses not covered under this Policy.

4. Notification of claims

In the event of any illness or accident giving rise to a claim under this Policy the Member shall as soon as possible send notification in writing to BICOR VIE ET CAPITALISATION and submit a duly completed claim form directly after commencement of illness or date of accident.

The Member shall obtain and furnish BICOR VIE ET CAPITALISATION with all original bills, receipts and other documents upon which a claim is based and shall also give J BICOR VIE ET CAPITALISATION any such additional information and assistance as BICOR VIE ET CAPITALISATION may require.

The liability of BICOR VIE ET CAPITALISATION in respect of any contingency in any period of insurance giving rise to a claim hereunder shall be limited in respect of such claim to the period of one calendar month immediately following the next annual renewal date and to the maximum benefits as stated in the Schedule.

Failure to observe this notification of claim condition will invalidate a claim.



5. Eligibility

An eligible person shall be any person who is:

- (a) An employee under 65 years of age,
- (b) A spouse under 65 years of age,
- (c) The child or dependant stepchild or legally adopted child if over under 18 years of age (extended to 25 years if in full time formal education).

6. Termination

The insurance shall cease in respect of:

- (a) Members (adults) who attain the age of 65 years coincident with the annual renewal date of this policy or otherwise at the next renewal date immediately following attainment of the age 65,
- (b) Members (children) on the annual renewal date coincident with or immediately following the attainment of age 18 years (or 25 years if the education is not yet complete).

Thereafter, such Members may if desired continue to be insured by this Policy as an adult Member at the applicable rate of premium provided that he/she is in full time school or college, his/her permanent residence shall not have changed and he/she shall continue as a Member of the same household as hitherto except when attending school elsewhere until the annual renewal date coincident with or immediately following the attainment of age 25 years, and

- (c) The Member who is an employee of the Insured and all his dependants who are stated to be Members in the Schedule on the date of cessation of employment or death unless requested otherwise by the Insured in writing and BICOR VIE ET CAPITALISATION has accepted.

The continuance of the insurance in respect of such persons shall be subject to the terms, conditions and limitations contained herein.

7. Premium

All premiums for health insurance are payable annually in advance at the beginning of the coverage period.

8. Insured persons included and/or deleted during the currency of the period of insurance

A proportionate premium is payable immediately for anyone who becomes a Member at any time during the coverage period.

Mid-term deletion of insured persons: A refund of premium proportionate to the remaining days to policy expiry shall be allowed in respect of any person(s) deleted from the schedule of insured persons under the policy, subject to no claims incurred and/or reported in respect of the particular person(s). This shall be immediately after deletion date.



9. Company's right to decline renewal

BICOR VIE ET CAPITALISATION shall not be bound to renew this Policy.

BICOR VIE ET CAPITALISATION shall have the right to decline or qualify the terms of the insurance in respect of all or any Member on giving the insured Thirty (30) days notice in writing prior to any annual renewal date.

10. Co-ordination of Benefits

The Policy will not provide compensation other than on a proportionate basis if the Member has any other insurance in force or is entitled to indemnity from any other source in respect of the same accident, illness or expense.

BICOR VIE ET CAPITALISATION has full rights of subrogation and may take proceedings in the Member's name, but at BICOR VIE ET CAPITALISATION's expense, to recover for its benefit the amount of any payment made under this Policy.

11. Cancellation

BICOR VIE ET CAPITALISATION may cancel this Policy by sending Fifteen (15) days notice by registered mail to the insured's last known address and in such event BICOR VIE ET CAPITALISATION shall refund to the insured a pro-rata portion of the premium for the unexpired term of the current period of insurance.

The insured may cancel this Policy by giving Fifteen (15) days notice by registered letter and the refund of any premium shall be at the sole discretion of BICOR VIE ET CAPITALISATION.

12. Case management

The medical treatment of the Member as in-patient shall be managed according to the following regulations:

The service must be medically necessary and delivered in a hospital,

The service must have been authorized in terms of our pre-authorization procedure,

The service, medication or supplies that the Member is charged for must relate to the reason for the admission. Should the Member undergo any further treatment not covered under this policy that is deemed by us to be medically unnecessary we shall avoid all liability for such costs.

13. Arbitration

Should any dispute arise between BICOR VIE ET CAPITALISATION and the insured touching on the meaning of this Policy or as to the rights, obligations or liability of either party under this Policy, the same



shall in the first instance be referred to arbitration in accordance with the statutory provisions for the time being in force applicable thereto.

14. Time Bar

In the event of BICOR VIE ET CAPITALISATION disclaiming liability in respect of any claim hereunder BICOR VIE ET CAPITALISATION shall not be liable to such claim or possible claim after expiry of Sixty (60) days from the date of such disclaimer unless the disclaimer shall be the subject of legal proceedings or arbitration actually commenced against BICOR VIE ET CAPITALISATION.

15. Fraudulent/Unfounded Claims

If any claim under this policy is in any respect fraudulent, false, intentionally exaggerated or unfounded or if any false declaration or statement shall be made in support thereof then, all benefits paid and/or payable in relation to that claim shall be forfeited and recoverable.

In addition, all cover in respect of the Insured person shall be cancelled from Date of Entry without refund of premiums, and the member shall no longer be eligible for cover for any future periods.

16. Jurisdiction

Any legal proceedings instituted in connection with this Policy shall be brought before a court of competent jurisdiction in the Republic of Burundi.

This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the insurance provisions stated above shall supersede such insurance provisions in so far as they are inconsistent therewith.

In any action, suit or other proceedings where the insurer alleges that any medical expense is not covered by this Policy, the burden of proving that such expense is covered shall be upon the Insured.



REINSURER SIGNING PAGE

ATTACHING TO AND FORMING PART OF MEDICAL QUOTA SHARE REINSURANCE

REINSURER: **AFRICAN REINSURANCE CORPORATION**

Participation: 60%

Signed at..... this day of..... 20...
Signed for and on behalf of the reinsurer

REINSURER: **ZEP-RE (PTA REINSURANCE COMPANY LTD)**

Participation: 30%

Signed at..... this day of..... 20...
Signed for and on behalf of the reinsurer

REINSURER: **KENYA REINSURANCE CORPORATION**

Participation: 10%

Signed at..... this day of..... 20...
Signed for and on behalf of the reinsurer