

## **SPECIAL PROVISIONS**

### **Article 1: Nature of guarantees.**

The aim of this health insurance is to guarantee the refunding of your medical fees that become necessary following **an accident, a disease or maternity incurred following a prescription given by a graduated medical doctor.**

By « **disease** », we mean any deterioration in health diagnosed by a medical doctor and by « **Accident** » any unintentional attack on someone's body on behalf of the patient and resulting from a sudden action of an external cause.

Any service provision not expressly guaranteed in Particular Conditions will not be refunded.

The medical services described in Article 4, constitute the whole of the guarantees offered under this Health Insurance Scheme.

**This does not imply that you will automatically benefit from all those medical services.**

You will only benefit from the guarantees expressly mentioned in the table of guarantees included in the Particular Conditions of Contractor in an additional clause to the main Contract.

### **Article 2: Maximum commitment**

Our maximum commitment per person and per family is specified in Particular Conditions.

### **Article 3: Insured persons**

When your family is covered with you, shall only benefit from the Health Insurance the persons you will have mentioned in the medical questionnaire and who are indicated in the Contract, subject to the following:

- Your children be aged less than 21 or 25 for student and be dependent on you fiscally.

### **Article 4: Guaranteed medical**

**ONLY THE GUARANTEES EXPRESSLY MENTIONED IN THE PARTICULAR CONDITIONS ARE OFFERED.**

#### **A/ MEDICAL FEES**

##### **Shall be covered:**

- Fees for consultation, medical visits, diagnosis and medical and surgical therapeutic acts performed by a medical doctor, general practitioner, for non specialised treatment, and a specialist for specialised treatment.
- Dentist care provided by a graduated dentist surgeon.
- Medical lenses prescribed by a graduated eye doctor.
- Paramedical care provided by a graduated auxiliary.

##### **Shall not be covered:**

- Any treatment performed by medical auxiliaries (nurses, midwives etc.) outside the limits of their competences ;
- Medical visits for recruitment ;
- Periodical medical visits required by the labour code ;
- Premarital consultations;
- Pre-school consultations ;
- Special or new medical care on the market without prior consent.

#### **B/ PHARMACEUTIC FEES**

##### **Shall be covered:**

Therapeutic drugs and pharmaceutical products, properly registered, prescribed by a graduated medical doctor or dentist surgeon, supplied by an approved pharmacy and sold at the local market price.

**Shall not be covered:**

- Drugs and pharmaceutical products prescribed by a person other than a graduated medical doctor or by a dentist surgeon outside the limits of their competences.
- Drugs purchased without a medical prescription.
- Drugs not mentioned on the list herewith attached;
- Drugs prescribed as a preventive measure
- Vitamins, tonics and the like;
- Special or new medical care on the market without prior consent;
- Drugs of alternative tradition medicine, Herbo-ristory, Naturotherapy.
- Body hygiene products, cosmetics, beauty, slimming, rejuvenation products, and aesthetics.
- Anorexygene dietary products and similar products or derived in any form.
- Commonly used medical tools: thermometer, syringe, bladders, bulb syringe, washing tub, inhaler bedpan, catheter-cupping glass, massage glove, bandages, etc.
- Mineral waters, wines.
- Diet or substitution foods.
- Reagents and tests for biological test
- Drip solutions except in case of hospitalisation.
- Surgical and medical accessories.
- Homeopathic treatments herbal medicine and mesotherapy.
- Drugs and contraceptive drugs.

**C/ HOSPITALIZATION FEES****Shall be covered:**

- Hospitalization in clinic or hospital, prescribed in view of a surgical intervention or medical treatment following an accident or a guaranteed disease.

**Shall not be covered:**

- Charges relating to water cures and time spent in convalescence, rest homes and the like.

- Transport fees, except those covered as transport fees in the event of referral.
- Non medical additional charges (telephone, television, etc).

**D/ SURGICAL FEES AND ADDITIONAL FEES FOR A SURGICAL INTERVENTION****Shall be covered:**

Surgical and speciality acts performed by a graduated specialised medical doctor according to the clauses of RADIANT INSURANCE COMPANY Care Convention.

**Shall not be covered:**

- Surgical treatments and operations for aesthetics ;
- Surgical treatments and operations against cellulites Land obesity;
- Rejuvenating treatments and surgical operations ;
- Charges incurred following a voluntary abortion;
- Artificial limbs
- Fess relating to contraceptive treatment;
- Any acts and treatments performed without prior consent where it is required.

**E/ CHARGES FOR LABORATORY ANALYSES AND WORKS****Shall be covered:**

Fees for medical analyses and biological tests performed in an approved laboratory, by a medical doctor or biologist-pharmacist, and with a prescription issued by a graduated medical doctor.

Special or new medical care on the market with prior consent.

**Shall not be covered:**

- Charges for analyses and tests:
  - relating to un-guaranteed complaints ;
  - relating to un-covered conditions;
- Special or new medical care on the market without prior consent.

- Special examinations carried out abroad.
- Allergic test.

## **F/ FEES FOR MEDICAL IMAGING**

### **Shall be covered:**

- Fees for medical imaging prescribed by a graduated medical doctor and performed in a health facility authorised by the Ministry of Health.
- Fees for scanner prescribed by a graduated medical doctor and performed in a health facility authorised by the Ministry of Health.
- Special or new examinations on the market with prior consent.

### **Shall not be covered:**

- Fees for medical imaging:
  - Performed in a health facility not authorised by the Ministry of Health ;
  - Not prescribed by a graduated medical doctor.
- Special tests carried out abroad.
- MRI (Magnetic Resonance Imaging) test.

## **G/ SPECIALIST ACTS**

### **Shall be covered:**

Special treatments prescribed by a specialist medical doctor and accompanied with a Medical Certificate **and prior consent**.

This is notably the case for:

- Electrotherapy acts;
- Treatments by ultraviolet, light or infrared rays;
- Treatment of tumour by radium therapy and roentgen-therapy ;
- Treatments by dialysis (renal insufficiency) ;
- Treatments by radioactive isotope;
- Magistral preparations (pharmacy) ;
- Aerosol sessions;
- Any treatments carried out in sessions.
- Abnormality, disability or constitutional malformation treatment.

### **Shall not be covered:**

- Charges for research on and treatment of sterility or hypo-fertility.
- Fees relating to psychology and treatment by psychoanalysis.
- Fees relating to contraceptive treatment.
- Speech therapy exercises.

## **H/ PHYSICAL THERAPY AND REHABILITATION FEES**

### **Shall be covered:**

Fees relating to physiotherapy and rehabilitation sessions prescribed by a graduated medical doctor in order to remedy the consequences of an attack resisting to medical treatments or a guaranteed accident, and with prior approval from RADIANT INSURANCE COMPANY.

Charges relating to perineal and uro-gynaecological rehabilitation sessions approved by RADIANT INSURANCE COMPANY before hand.

### **Shall not be covered:**

- All physical therapy and rehabilitation fees incurred without prior approval from RADIANT INSURANCE COMPANY.
- Perineal rehabilitation sessions uro-gynaecological without prior consent.
- Chiropractic treatment
- Acupuncture.
- All charges relating to visual, respiratory, hearing, pelvic, orthoptic and speech therapy rehabilitation.
- Massage.

## **I/ PREVENTIVE TREATMENT FEES**

Excluded from the guarantee except provisions provided for in Particular Conditions.

## **J/ OPTICAL FEES**

### **Shall be covered:**

Fees for the purchase or replacement of medical lenses prescribed by a graduated medical doctor within the limits of the

ceilings determined in Particular Conditions.

**Shall not be covered:**

- Charges for spectacles exceeding the covered ceiling;
- Contact lenses;
- Medical lenses not prescribed by a graduated eye doctor.

**K/ DENTAL FEES**

**Shall be covered:**

Dental care, extractions, and filling performed by a qualified practitioner. Dental care includes:

- Simple extraction (permanent tooth)
- Simple extraction (deciduous tooth)
- Extraction of decayed deciduous tooth
- Temporary filling
- Permanent filling
- Depuration
- Direct pulp capping
- Indirect pulp capping
- Curettage of periodontal pockets
- Pulp removal
- Operculectomy
- Surgical extraction of impacted tooth
- Extraction of the remnants of roots
- Kystectomy
- Dental-alveolar reduction and binding
- Reconstitution of fractured crown
- Depuration (endodontical treatment) of molar and premolar teeth

**Shall not be covered:**

- Fees for dentures ;
- Beauty treatment (bleaching and scaling) ;
- Treatment relating to constitutional malformation.

**N.B: This list is enumerative and not exhaustive.**

**L/ MATERNITY FEES**

**Shall be covered:**

- Fees for not complicated pregnancy shall be refunded in the following conditions :
  - 3 scans at most or otherwise subject to prior authorisation ;
  - 3 prenatal consultations or otherwise subject to prior authorisation ;
- Normal delivery charges ;
- Charges for delivery occurring more than 10 months after effective date of contract.

In case of complicated delivery (caesarean, phlebitis, eclampsia, puerperal fever), medical charges will be refunded within the limits provided for in case of sickness or accident.

**Shall not be covered:**

- Fees for hospitalization exceeding three days after normal delivery;
- Charges related to non accidental miscarriage.

## **GENERAL CONDITIONS**

## I/ DEFINITIONS

### Article1: Definitions

For the application of the provisions of this contract, the following concepts shall understand as follows:

1. **SUBSCRIBER:** The individual person or a legal entity that is a party to the policy, acting both for themselves or behalf of the insured.
2. **INSURED:** Any person designated in the Particular Conditions and beneficiary of contract services and/or subscriber to the contract ages less than **65 years**.
3. **INSURER : RADIANT INSURANCE COMPANY.**
4. **PRINCIPAL INSURED :** means any worker party to the contract, staff member of the subscriber ;
5. **SICKNESS:** Alteration of health, diagnosed by a competent medical authority, leading or not leading to stoppage of work.
6. **DELIVERY COMPLICATIONS:** the following cases: caesarean, puerperal fever, phlebitis.
7. **LAW :** Rwandan legislation governing insurances.
8. **ACCIDENT :** Any unintentional attack on someone's body on behalf of the insured and resulting from a sudden action of an external cause confirmed by a graduated medical doctor.
9. **HOSPITALIZATION:** Any stay lasting more than 24 h in a public or private health facility, where that stay is for the medical or surgical treatment or caused by a disease, an accident or a delivery.
10. **DAY HOSPITALIZATION:** Any stay, repetitive or not, lasting less than 24 h in a public or private health facility, where that stay is for the medical or surgical treatment or caused by a disease, an accident or a delivery.
11. **CONSOLIDATION:** Time from which the state of the injured person or patient is considered as permanent and presumed definitive.
12. **CHILD:** Any direct descendent or legally adopted child aged less than 21 years or 25 years for student, still fiscally dependent on the principal insured.
13. **PARTICULAR:** Any insured person not integrated in a Group or company insurance.
14. **GROUP:** Any company or institution subscribing to the contract on behalf of its salaried personnel or members.
15. **INSURANCE YEAR:** Period of 12 months extending uninterruptedly between the effective date of the contract and its due date.
16. **DISABILITY:** Malformation of human body, incapacity of the system to perform a function as a result of an accident or disease.
17. **BENEFICIARY:** the principal insurance holder, his/her legitimate eligible parties (his/her spouse and dependents) recorder on the individual membership card.
18. **MEMBER:** means the principal insured.
19. **PREMIUM:** Amount of money to be paid by the subscriber in compensation for guarantee offered by RADIANT INSURANCE COMPANY.
20. **WAITING PERIOD:** Period of time immediately following the effective date of the contract and during which any charges incurred due to sickness, accident or maternity are not covered by the guarantee.

**21. PRIOR CONSENT:**

Consent of RADIANT INSURANCE COMPANY that must be given before the performance of some acts, examinations, services and prescriptions.

**22. INDIRECT PAYMENT SYSTEM :**

System in which the insured pays a portion of the cost of treatment to the medical care provider while RADIANT INSURANCE COMPANY refunds the remaining percentage to the medical care provider.

**23. DIRECT PAYMENT:** System in which the insured pays all medical treatments bills and gets the refund at RADIANT INSURANCE COMPANY.

**II/ NATURE AND CONTENT OF THE GUARANTEE****Article 2: Content of the guarantee**

This contract deals with the repayment of medical and surgical charges incurred for the benefit of the insured, as a result of illness, accident or maternity, in accordance with scale chosen by the subscriber and mentioned in Particular Conditions.

The guarantee shall be extended, while the contract remains valid, to persons not included in the list of insured persons, only after the signing of an additional clause incorporating such persons and after the waiting period agreed on has elapsed. For new-born babies the guarantee shall be offered subject to the provisions of the last (c) of Article 4.

The insurance may be offered with or without tax. In the first case, the amount of the tax expressed in Particular Conditions shall be deducted from the allowance owed by the company for the charges paid for the same illness, same accident or same service.

**Article 3: Territorial scope**

Shall be covered the medical services

provided within the territory of Rwanda.

**Article 4: Effective date of guarantees**

The guarantees shall be valid:

- a) For non excluded diseases or accidents occurring after the signing date of the contract ;
- b) In case of pregnancy, at the end of a period of nine (9) months from the effective date of the contract or of the membership date of the Insured.
- c) Twelve (12) months for neuropathy and psycho-neuropathy treatments.
- d) For new-born babies, as soon as RADIANT INSURANCE COMPANY approval is given, provided that:

- Their parents are already insured.
- Application for guarantee has been submitted with acknowledge of receipt within the **four (4) weeks** following the birth, and accompanied with a questionnaire – proposal provided for in Article 9. Absence of reply on behalf of RADIANT INSURANCE COMPANY within a period of **three (3) weeks** from the date of Subscriber's application shall be equivalent to company's consent.

Diseases medically proven not to have developed without insured's knowing before the effective date of the contract or before the end of the waiting period as well as their consequences, shall not give right to medical services, the burden of the proof of that prior knowledge lying with RADIANT INSURANCE COMPANY.

**Article 5 : Excluded risks**

Shall give no right to any allowance:

- Professional activities of the insured (work accidents or occupational diseases), except subrogation.



- Charges incurred before the effective date of the contract or after the date of stoppage of guarantees; either collectively at the level of the contract, or individually at the level of each principal insured and his/her family, and in that case, even if on that date the principal assured or a member of his/her family is undergoing treatment for a disease or an accident contracted during the period covered by the guarantee.
- Diseases or accidents resulting from the civil war or foreign war, people's upheavals, riots, free-for-alls, except in case of self-defense;
- Participation of the insured as a competitor in races, matches or bets (except friendly sports competition among amateurs) ;
- The practice of dangerous sports, even as an amateur: boxing, mountain sports, skin diving or underwater fishing, windsurfing, rugby, skiing, alpinism, karting, speleology, hockey on ice, big-game hunting, etc.
- Flying (however, the insured shall be covered if he/she travels as a passenger on usual business airlines).
- Charges incurred for any treatments, drugs, apparatus, hospitalization, prescribed or performed by medical doctors, surgeons, medical auxiliaries not holding the required degrees, or by bonesetters and healers.
- Drug addition, consequences of drunkenness, or state of alcoholism, and attempt of suicide and voluntary mutilation by the insured.
- Stays in convalescence, cure or rest homes.
- Beauty treatments (beauty care, nose

lifting, etc.), fattening, slimming or rejuvenation cures, water cures, preventive immunization fees, sterility remedial treatments, any treatment or interventions aiming at rectifying all sorts of abnormalities, disability and constitutional malformations (deafness, blindness, club feet, flat feet, deformities etc.) treatments relating to congenital complaints. Any check-up not motivated by a declared disease

- Prescriptions exceeding a period of thirty days except when the prescriber has ordered a renewal for the same period of time with a maximum duration of six (6) months.
- Renewal of non prescribed drugs.
- All artificial limbs with the exception of implants in trauma, orthopedic and visceral surgery.
- Diseases or accidents caused by natural disasters such as nuclear fuels, ionizing radiations emitted suddenly and fortuitously by radioactive products or waste from reactors and having contaminated the surroundings of that source of emission (whether the later is fixed or moving).

The effects of the contract shall be automatically suspended from the time the insured is put under the control of military authority, except during military periods in time of peace not exceeding one **(1) month**.

It will re-take effect by the signing of an additional clause, the onus being of the insured to inform RADIANT INSURANCE COMPANY of his/her return to his/home and fill in a new medical form to back his/her application.

### **III/ ESTABLISHMENT – DURATION - TERMINATION**

#### **Article 6 : Establishment**

The contract shall be binding as of the date of its signature by the contracting parties. RADIANT INSURANCE COMPANY may implement its execution from that date, that contract shall only take effect as soon as the payment of the first premium is made, and at the earliest on the date and hour determined in the Particular Conditions, subject to the provisions of Article 4.

#### **Article 7: Duration**

The contract shall be entered for the duration determined in the Particular Conditions. In any case, that duration cannot exceed **one (1) year**, and without prejudice to cases of early termination provided for in Article 8 above.

Where the contract contains a clause of **tacit renewal**, it is, upon expiry, automatically renewed form year to year, unless it is terminated by either party **at least two (2) months** before the end of the year.

#### **Article 8: Termination**

##### **▪ Termination conditions:**

**The contract may be terminated before the date of its normal end:**

##### **1) By the Subscriber or RADIANT INSURANCE COMPANY:**

- a) At each annual expiry date with a notice of at least **two (2) months**, where it is a tacit renewal contract;
- b) in case one of the following events occurs:
  - Change of profession,
  - Change in the civil status or marital scheme,
  - Professional retirement or definitive cession of professional activity due to any other cause,

Where the contract aims at covering risks directly relating to the former situation and no longer existing in the new situation.

The termination takes effect immediately.

- c) in cases and conditions provided for by the premium and guarantee adjustment clause, where the contract includes such a clause.

##### **2/ By the Subscriber**

- a) In case of cessation of the activity concerned with the contract;
- b) In case of important modifications of guarantees.

##### **3/ By RADIANT INSURANCE COMPANY**

- a) In case of non payment of the premium ;
- b) in case of omission or inaccuracy in risk statement at the time of subscription or during the period of contract;
- c) In case of serious aggravation of the risk.

Termination shall be effective **ten (10) days** after its notification.

##### **4/ By both parties**

- In case of bankruptcy or official liquidation of the subscriber or insurer.

##### **Destination of the premium in case of termination**

In case of termination while the contract is still valid, the portion of the premium relating to the period not elapsed shall not become the property of RADIANT INSURANCE COMPANY. It must be paid back to the subscriber if it has been collected in advance. However, in case of non-payment of the premium, RADIANT INSURANCE COMPANY shall be entitled to the portion of the premium for the period already elapsed.

## Form of termination

The contract may be terminated by:

- Registered mail with acknowledgment of receipt, the period of time at the end of which the contract termination takes effect shall be calculated from the date on which that mail was received.
- Statement made with acknowledgement of receipt to the head office or its representative.
- Bailiff's act

Where termination is decided by RADIANT INSURANCE COMPANY, the notification must be made through registered mail to the last known address of the subscriber.

## IV/ OBLIGATIONS OF PARTIES

### Article 9: Risk statement

RADIANT INSURANCE COMPANY commitments are based on the accurate-ness of the statements made by the subscriber and the insured, or else face the penalties provided or by this contract.

#### 9.1 Upon subscription

The Subscriber must answer very accurately to the questions asked by RADIANT INSURANCE COMPANY, notably in the «**questionnaire-proposal**», or else face the above-mentioned penalties.

#### 9.2 During contract validity

The Subscriber or the non subscriber insured must declare any new circumstances that may result either in increasing risks and therefore cause to become inaccurate or obsolete the answers given to RADIANT INSURANCE COMPANY, notably in «**questionnaire-proposal**».

The Subscriber or the non subscriber Insured, must, in a registered mail with acknowledgment of receipt or countersigned by RADIANT INSURANCE COMPANY,

notify those circumstances to RADIANT INSURANCE COMPANY within a period of **fifteen (15) days** from the time he/she becomes aware of them.

In case of a countersigned letter, an acknowledgment of receipt must be forwarded to the sender.

Where the new circumstances constitute such an aggravation that, had the new state of affairs existed at the time of subscribing the contract, RADIANT INSURANCE COMPANY would not have accepted it or would have required a higher amount of premium, the statement must be made or else face the above-mentioned penalties, and the company shall feel free to either terminate the contract with a **one (1) month** notice by registered mail, or require a higher premium.

If the Subscriber does not accept the premium, RADIANT INSURANCE COMPANY may terminate the contract.

The sanctions opposable to the Subscriber shall also be opposable to all insured persons.

#### 9.3 Plurality of insurances

Where the risks guaranteed by this contract are already or later on covered by Insurance, the Subscriber must immediately notify it to RADIANT INSURANCE COMPANY.

When several Insurances fraudulently cover the same risk, the concerned insured loses the benefit of the guarantees.

When they are contracted without fraudulent maneuvers, the insured cannot in any case accumulate the integral benefit from the two insurances. On the other hand, he/she can play on the complementarity but without ever exceeding the total amount of the charges actually invoiced.

In such event, the recipient may be compensated for the damage caused by appealing to any of the companies of his/her choice.

## 9.4 Sanctions

Any unwillingness, false and intentional statement, omission or inaccuracy in the statements of circumstances or aggravations mentioned in this Article, even though it has had no influence on the damage, shall be punished in the following conditions:

- In case of bad faith on behalf of the Subscriber, by nullification of the contract ;
- Where the bad faith of the Subscriber is not established, by a reduction of the compensation for the damage in proportion to the premiums paid in relation to the premiums which would have been due had the risks been accurately and fully declared.

### **Article 10: Payment of premiums**

The premium is fixed in the Particular Conditions. Unless a convention provides to the contrary, the premium shall be payable to the domicile of RADIANT INSURANCE COMPANY or a proxy designed by it to that effect and holding a written mandate.

**The taking effect of the guarantee is subordinated to the payment of the premium by the Subscriber.**

The Subscriber must, in addition, pay together with the premium, additional charges of which the amount is fixed in the Particular Conditions, as well as the taxes established on Insurance Contracts and which are legally recoverable.

For lack of payment of a premium, or a portion of the premium, within **a period of the (10) days after maturity**, the guarantee will be suspended **thirty (30) days** after a formal notification served to the Insured.

In case the premium has been divided up, the suspension of the guarantee, which takes place in case of non payment of one of the installments, shall remain effective until the end of the contract without being necessary to

renew it.

The contract shall be terminated automatically after the expiry of the above-mentioned period of **thirty (30) days**.

Any non terminated contract shall later on retake effect, from noon time on the day following the date on which were paid to RADIANT INSURANCE COMPANY or its proxy appointed for that purpose, any overdue premium or, in case of annual premium paid in instalments, the instalments of the premium having being the subject of formal notification and those which came to maturity during the period of suspension as well as, possibly, prosecution and collection charges.

RADIANT INSURANCE COMPANY may not, by way of a clause, disregard the obligation of formal notification.

### **Article 11: Calculation of the premium, modification and revision**

The premium applied to each person named in the contract is fixed in the Particular Conditions.

It can be revised in case of risk modification. Where the tariff applicable to the risks guaranteed by this contract is modified, the premium shall be calculated on the basis of the new tariff and as of the first annual maturity following it.

RADIANT INSURANCE COMPANY shall inform the Subscriber of any such modification, by mentioning it on maturity notification or receipt of payment.

The latter may therefore feel free to terminate the contract within the **fifteen (15) days** of that information, and in that case, following the Conditions set out in Article 8 above.

That termination shall take effect **one (1) day** after the reception of the request. RADIANT INSURANCE COMPANY shall then be entitled to a proportion of the premium due in absence of that increase, in proportion to the time elapsed between the last maturity and the

effective date of termination.

Failing to terminate the contract within the above-mentioned deadline, the new amount of premium shall be deemed accepted by the Subscriber.

**Article 12: Payment of compensation**

The payment of services becomes receivable after submission to RADIANT INSURANCE COMPANY of the vouchers indicated in the special provisions relating to the subscribed guarantee.

**V/ MISCELLANEOUS PROVISIONS**

**Article 13: Expertise**

Medical disputes between RADIANT INSURANCE COMPANY and the Insured, relative to the execution of the Contract, payment of services, exaggeration of medical care provided or amounts claimed in relation to diseases treated, shall be submitted, before appealing to any court of law, to the expertise of a commission made up of a representative of each concerned party and an independent expert.

Each party shall appoint its representative, the two representatives agree on the choice of an independent expert.

Each party shall pay the fees for its representative and half the fees to be paid the independent expert. Failing to reach an agreement, the case shall be referred to

competent judicial authorities.

**Article 14 : Professional secrecy**

RADIANT INSURANCE COMPANY and their doctors undertake to keep the most absolute secrecy on the information which they may come to know while dealing with the contract. The Insured will have the freedom to hand directly to the medical adviser of RADIANT INSURANCE COMPANY, in a sealed envelope, the documents relating to his/her state of health.

**Article 15: Subrogation**

RADIANT INSURANCE COMPANY shall be subrogated up to the allowances paid, in Insured's rights and actions against any person responsible for the damage.

**Article 16: Contract currency**

The parties agree that all payments relating to accidents or illnesses occurring outside the national territory shall only be made in the territory of subscription and in the currency of the latter.

**Article 17: Prescription**

Any action deriving from this Contract shall be prescribed by **five (5) years** of the occurrence of the event that caused it.