



**ASCOMA**

Insurance Advisor & Broker

## ASCOMA BRIEFING NOTE

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### COVID-19 & Insurance in Africa

# *Preamble*

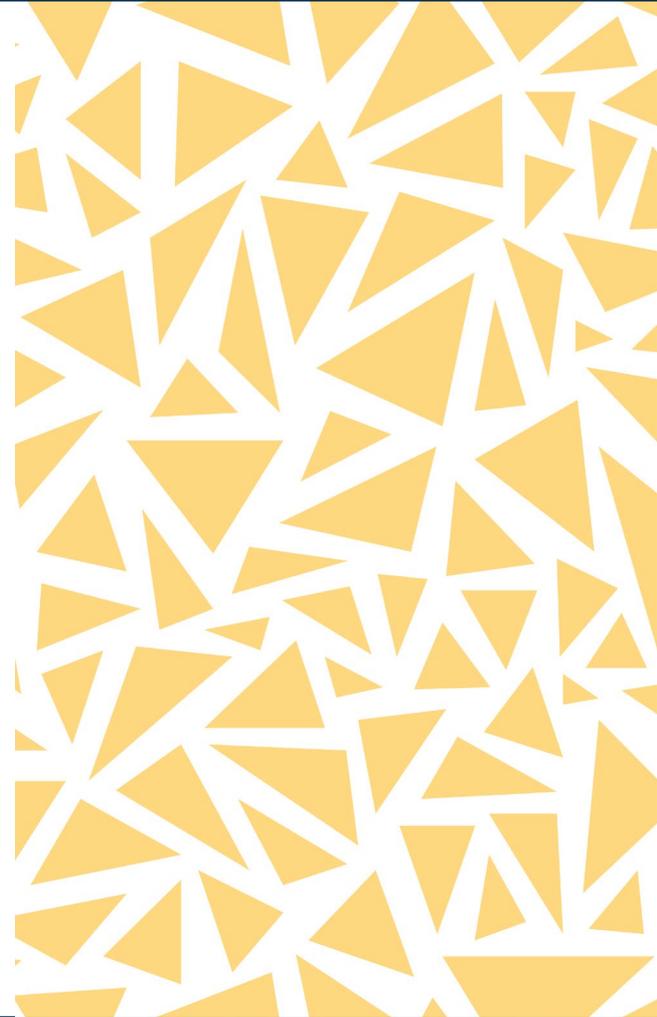
In responding to your legitimate questions about your insurance cover in relation to the health situation caused by COVID-19, your Ascoma advisor will try to provide general answers to cases that are inherently individual.

The facts set out below, for which we cannot be held responsible, are given for general information purposes. Only your local Ascoma advisor can provide you with more details, taking into account the applicable legal framework in your country and after studying the contractual conditions of your policies or your request for cover.

**Etienne Somian**  
**Director of Publications, Technical Committee**

# Summary

- 1 – Health Insurance
- 2 – Travel Insurance (Professional Assignment)
- 3 – Damage Insurance
  - 3.1 – Property Damage
  - 3.2 – Business Interruption / Consequential Losses
- 4 – General Liability
- 5 – Marine / Transport Insurance
- 6 – Group Life



# 1. Health Insurance



**Illness insurance cover normally covers the cost of treating all infections, including Coronavirus.**

Pandemics such as Coronavirus are not explicitly excluded in your health insurance policy. However, screening tests for Coronavirus are not covered.

**Health insurance contracts should therefore cover the health costs incurred by insured persons infected with COVID-19, up to the cover subscribed, under the same conditions as seasonal flu. These are mainly expenses related to:**

- ↗ **Doctors' consultation**
- ↗ **Hospitalization costs**
- ↗ **Medication expenses**
- ↗ **Costs related to tests**

*However, it must be noted that the situation is not the same in all countries when it comes to control of diseases and the protection of populations. Thus, the patient is free to choose a course of treatment and care for COVID-19.*

*In this case, both screening and treatment would be referred to dedicated hospitals and the costs would normally be borne exclusively by the authorities.*

# 2. *Travel Insurance*

## *Professional Assignment*

The COVID-19 crisis can lead people on professional assignment to seek medical or other assistance to cope with it.

### ^ **Covered:**

- ^ Assistance services (medical repatriation) in agreement with the administrative and medical authorities
- ^ Medical costs abroad (hospitalization and outpatient)
- ^ Presence of family (subject to agreement of the administrative authorities)
- ^ Repatriation of the body
- ^ Cancellation of travel if the insured or a family member has died or been hospitalized

### ^ **Not covered:**

- ^ Accidental death and disability
- ^ Employee's return home without medical cause at their or the company's request
- ^ Cancellation of travel decided by the company (or by the employee—right of withdrawal)
- ^ Cancellation of travel following a confinement measure or where the ill insured must stay at home

## 2. Travel Insurance (Schengen VISA)

The cancellation of a trip that previously required the purchase of travel insurance\* essential for obtaining a visa (Schengen, for example) can, upon request and according to the insurers, be considered a reason for reimbursement of the insurance taken out due to *force majeure*.

This is possible where airspace has been closed, the issuance of a visa has been suspended, etc.

*\*Sickness and medical repatriation for the duration of the trip.*



# 3. *Damage Insurance*

## 3.1. *Property Damage*

### **Damage during inactivity of the insured premises (because of confinement).**

Property Damage insurance covers damage that occurs during the inactivity of the insured premises generally for a period of three months.

#### **The covered events include the following:**

- ✧ **Theft**
- ✧ **Fire and related**
- ✧ **Storms–hurricanes–cyclones**
- ✧ **High tides and floods**
- ✧ **Damage to electrical and electronic devices**



*However, due to the pandemic, the insurers retain the right to consider specific provisions by limiting your contract or by recommending specific measures.*

# 3. *Damage Insurance*

## 3.2. *Business Interruption / Consequential Losses*

Property Damage insurance policies (Comprehensive Damage – “All Risks except”...) traditionally cover operating losses flowing from an event covered in the contract.

**COVID-19 is not a covered event under the contract. Its impact on business activities and on your turnover is not covered by your insurer.**



**To be compensated, the company must have anticipated taking out specific insurance cover for operating losses without damage.**

# 4. *General Liability*

## **Alleged breach for non-performance of a contractual obligation** *(because of restricted movement and / or confinement due to the health crisis):*

There is no breach or non-performance of a contractual obligation where you can show no fault or a cause-and-effect relationship. You can counter any such alleged breach in the case of an unforeseeable event or *force majeure*, i.e., where it is shown that the damage was caused not directly by you but by a cause that was:

- ✧ the sole cause, or
- ✧ uncontrollable, or
- ✧ unpredictable.

# 4. General Liability

## *Force majeure*

COVID-19 constitutes *force majeure*:



### ⚡ **Temporary incapacity:**

This occurs where the health authorities and the State recommend security and preventive measures for a given period.

This temporary incapacity suspends the performance of an obligation, which can only be executed once the incapacity has been removed, unless the delay and the resulting consequences for the creditor justify the termination of the contract.

In all cases where *force majeure* is applied, the debtor will be released from their obligations (partially or totally depending on the nature of the incapacity) and the creditor may not claim damages for breach of the contract.

### **The principle of “inexcusable fault”:**

If an employee contracts the virus through being contaminated in the company, the employer’s inexcusable fault could be assumed. This is why, as a business owner, you must put in place the preventive measures necessary to protect the health of your employees.

# 5. Marine / Transport Insurance

## Possible scenarios:

- ⚡ **Difficulty in getting the cargos to their destination, resulting in occasional delays / storage or increases in value during the delay phases**
- ⚡ **Possibility of delay in the delivery of cargos**

According to the general conditions of transport insurance (regardless of the mode of transport), damage to insured cargos caused by the coronavirus, which prevents such goods from being transported to their destination (port closed, ship in quarantine, etc.) or to be within the normal deadlines, is not covered.

In fact, delay is listed among the coverage exclusions.

However, this exclusion is “redeemable” in particular for damage to cargos under the Sell-by Date / Best-before Date and / or cargos traveling under controlled temperatures.

*If a master policy exists in addition to your local policy, you should contact the manager of this master policy (broker or Headquarter) to examine the guaranteed cover (for example, all risks with a Difference-in-Conditions / Difference-in-Limits clause).*



# 5. Marine / Transport Insurance

The wording of the policy will define which operative events causing the delay may trigger the application of the cover (it is true that, up to now, the pandemic had not been considered among these operating events).

However, some formulations that would otherwise not include coverage in the exhaustive list of operative events causing the delay could include the situation concerning us now.

## Likewise, certain policies provide cover for:

- ⚡ Damage to cargos during quarantine
- ⚡ Contractual penalties due to late delivery
- ⚡ Return travel costs or transportation to another destination in the event of healthcare denial by the authorities of the country of destination, provided that the health situation is not known at the time of departure of the goods.

## Inventories:

Difficulty or impossibility, upon delivery, to sign the waybill and / or to record inventories.

In case of damage on delivery and inability to record inventories, we advise our policyholders to take photos and send a detailed email conforming, as far as possible, to the contractual deadline. Failing this, by noon latest on the first working day following the delivery of the goods.

## 6. *Groupe Life*

This insurance excludes death resulting from the consequences of epidemics, pandemics or any other disasters recognized as such by public authorities and by the World Health Organization.

COVID-19 is a pandemic.

However, since the start of the health crisis, several insurers have announced that they are waiving this exclusion.

The insured must therefore approach their regular Ascoma advisor for a secure determination.

# *Ascoma, Your Insurance Partner*

Given the context of the Coronavirus crisis and the exceptional measures taken by public authorities in both European and African countries, some of our teams have set up teleworking for their agents.

In order to ensure business continuity under the best possible conditions for everyone, and in compliance with the health guidelines in force in each country, we will ensure that you are best supported in your business activity and respond to your applications and questions by email and by phone.

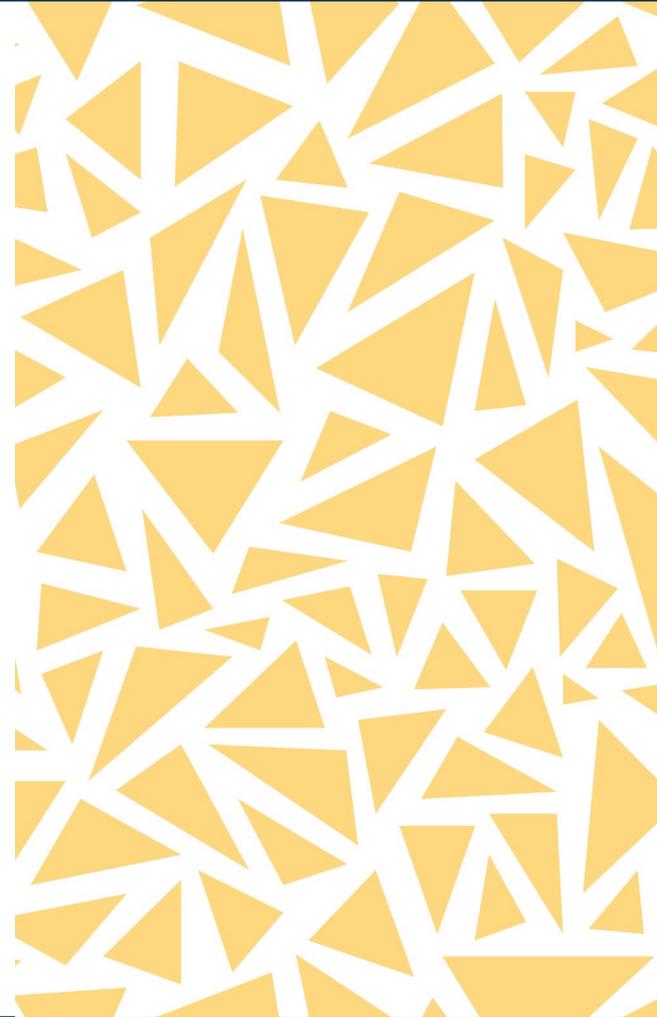
We urge you to use email and to limit the use of the post as much as possible, especially for insurance claims.

You can reach your usual contacts using their telephone and email contact details.

The call numbers of your contacts have been transferred to their respective mobile phones and most of our employees are equipped with laptops with access to information systems, as part of the Business Continuity Plan.

We are standing by to assist you with all of your questions.

The Ascoma Group



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# Protect yourself from the coronavirus



## Wash your hands regularly

Se laver les mains  
régulièrement



## Cough or sneeze into your elbow

Tousser ou éternuer  
dans son coude



## Use a single-use tissue

Utiliser un mouchoir à  
usage unique



## Wear a disposable mask when you are sick

Porter un masque jetable  
quand on est malade



## Maintain a distance of at least one metre

Respecter 1 mètre  
de distance

### USEFUL INFORMATION REGARDING CORONAVIRUS

How to protect yourself and prevent the Covid-19 from spreading:

- Wash your hands frequently with soap and water or with hand sanitizer
- Avoid close contact, maintain a distance of at least one metre from other people
- Avoid touching your eyes, nose and mouth
- Avoid eating raw or undercooked animal products
- Use disposable mask in case of flu manifestation

**In case of emergency - multiple symptoms - call the emergency services at the current access number in your country.**

### INFORMATIONS UTILES SUR LE CORONAVIRUS

Comment se protéger contre le Covid-19 et éviter sa dissémination :

- Se laver fréquemment les mains avec de l'eau et du savon ou une solution hydroalcoolique
- Éviter les contacts proches en maintenant une distance minimale d'un mètre
- Éviter de se toucher les yeux, le nez et la bouche
- Ne pas consommer de viande crue ou peu cuite
- Porter un masque en cas de signes grippaux

**En cas d'urgence - multiplicité de symptômes appelez les secours selon le numéro en vigueur dans votre pays.**



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