

**THE REPUBLIC OF UGANDA  
IN THE INSURANCE APPEALS TRIBUNAL AT KAMPALA**

**APPLICATION NO. 23 OF 2025  
[FROM IRAB/COMP/090/05/2025]**

**LYNN KIBWIKA**

**(LAWFUL ATTORNEY OF BASSEY KIBWIKA) ]===== APPLICANT**

**VERSUS**

**1. SANLAM LIFE INSURANCE LIMITED ]===== RESPONDENTS**  
**2. DFCU BANK LIMITED ]**

Coram: Rita Namakiika Nangono - Chairperson  
George Steven Okotha - Member  
Solome Mayinja Luwaga - Member  
John Bbale Mayanja – Member  
Harriette Nabasirye Paminda Kasirye - Member

**DECISION**

**1.0 BRIEF BACKGROUND**

1. Mr Bassy Kibwika, the appellant, was a DFCU Pinnacle client/beneficiary of a Bankassurance arrangement between the Respondents under a Group Life Assurance Policy. He was diagnosed with cancer and received a critical illness payout of Ugx 3,600,000/- from the 1<sup>st</sup> Respondent. The Appellant made a further claim for USD 20,200 as medical transportation and or refund. The 1<sup>st</sup> Respondent had requested travel details and bio data to substantiate the claim, but the Applicant supplied an expired passport and claimed that the patient had no travel dates, as he could not travel in a commercial airline but required an air ambulance.

**2.0 NATURE OF THE APPEAL**

2. The Complaints Bureau found that the Applicant’s claim was not payable, reasoning that the complainant did not provide the information needed before travel, the beneficiary was not eligible for repatriation as it applied to returning Ugandan Citizens and had used a commercial flight rather than an air ambulance as was claimed at first. The complainant was also faulted for not recalling the date of the flight, yet she escorted the beneficiary to the airport.



Dissatisfied, the complainant has appealed, claiming, among others, that her father was entitled to repatriation, being of dual citizenship and had travelled on a commercial airline with the assistance of medical personnel and claimed the refund for the expenses.

### 3.0 REPRESENTATION

3. At the hearing, the Applicant was self-represented. Horace Nuwasasira and Jimmy Kacha from Signum Advocates represented the 1<sup>st</sup> Respondent, while Roger Luswata, from the 2<sup>nd</sup> Respondent's legal department, represented the 2<sup>nd</sup> Respondent. Susan Namulinda, the 1<sup>st</sup> Respondent's claims manager, was in attendance, and Derick Bukenya, the Bancassurance claims manager for the 2<sup>nd</sup> Respondent, was also in attendance.

### 4.0 ISSUES FOR DETERMINATION

4. At the hearing on the 6<sup>th</sup> day of November 2025, the parties agreed on the following issues for the determination by the Tribunal;
  1. Whether the claim was payable and, if so, how much?
  2. What remedies are available to the parties?

### 5.0 APPLICANT'S CASE

5. At the hearing, the Applicant led evidence herself as **AW1**. She stated that her father opened a Pinnacle account that enabled him to join Group Life Insurance, which covers benefits such as travel, critical illness, death, and hospital cash, among others. She stated that no policy document was given to Mr Bassy. When she applied to withdraw money for treatment and after proving illness, Mr Bassy was given only Ugx 3,600,000/- for one of the benefits, but the payment was not enough to take him for treatment in the USA.
6. She further testified that because of the illness, her father could not travel alone in a commercial airline without a travel companion, and the alternative was getting an air ambulance, which has a life support system. She stated that she opted for an air ambulance since obtaining a VISA for a companion was a long process. She gives this as a reason for not having travel dates as well. Eventually, the American Embassy intervened following the Respondents' refusal to respond to her request for money for the travel.

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7. **AW1** stated that her claim was rejected for failure to give travel dates, and repatriation could only be for patients returning to Uganda, and as such, they refused to refund the USD 20,200 that she had borrowed from the US Embassy. She stated that Policies UG00000030 and G0622 do not form the insurance Policy on account of undisclosed information, forgery and insurance fraud and prayed for an order refunding the expenses incurred in taking her father to the US for treatment.

## 6.0 RESPONDENTS' CASE

8. The 1<sup>st</sup> Respondent led evidence through Susan Namulinda, the Claims Manager, who testified as **RW1**. She testified that the Applicant was a known customer, was insured and had even received Ugx 3,600,000/- as a benefit for critical illness. She stated that the claim of USD 225,000 for medical repatriation costs is not payable because the benefit applied to returning residents, in this case Ugandans returning to Uganda, while the Applicant was travelling from Uganda to the USA.
9. **RW1** took issue with the Applicant's attorney, stating that she submitted an expired passport, lied about travel by air ambulance when the travel was a commercial airline and that she had also lied about not escorting the Applicant to the USA when her photos showed she was with him at the Airport. She concluded that since the Policy excluded travel abroad for medical treatment, the claim is not payable.
10. For the 2<sup>nd</sup> Respondent, Derick Bukenya, the Bankassurance Claims manager, testified as **RW2**. He stated that the benefit of travel insurance for Pinnacle Current Account holders, such as the Applicant, was non-existent until late 2023, which explains why the Key Facts Document did not capture it at the time of opening the accounts in January and February 2023. He stated that the benefit is issued on request after providing travel dates, destination and passport details. In the instant case, travel insurance could not be issued since the details were not available. He further stated that the repatriation benefit could only be triggered by a medical emergency occurring during an approved and insured travel period. He concluded that the Applicant, having declared that he is Ugandan, was not eligible for the repatriation benefit.

## 7.0 ANALYSIS

### ISSUE 1: Whether the claim is payable and, if so, how much?

11. In her submission, the Applicant's attorney stated that the claim is a refund of expenses incurred in transporting the Applicant and is in the sum of USD 24,200. According to **AEX 2** (account opening forms), the Applicant stated to be a resident of Luzira Parish, Nakawa Division in Kampala and supplied details of his Ugandan National Identity Card. The account opening forms do not indicate anywhere that the Applicant is a resident or citizen of the United States of America (USA).
12. **AEX 3** titled 'Endorsement wording' is part of the Group Policy by incorporation, and covers the Ugx 3,600,000/- that the Applicant acknowledges to have received, as well as travel insurance and states under travel insurance that '**Eligible members will qualify for free travel insurance for any trip outside East Africa once every quarter**' and in the table provides for 'Medical transportation, repatriation and Evacuation' of up to USD 55,000. The schedule also provides that 'Travel insurance General Conditions and Exclusions' will be elaborated on the Policy as issued to each travelling member upon request. All other terms and conditions of the master policy remain unaltered.'
13. Examining the above wording of **AEX 3** first, has the words '**Eligible members**' simply mean that the existing policy made Pinnacle current account holders eligible, rather than policyholders. The wording '**will qualify**' also implies that travel insurance would happen in the future. And lastly, '**once every quarter**' envisages that cover would be issued for limited periods of time as opposed to being issued once upon account opening.
14. In **Andrew Akol vs Noah Doka [2016] UGHCLD 64**, it was held that;  
*"The court, therefore, must first remind itself of some of the other relevant cardinal canons in the interpretation of contracts, where it becomes necessary to ascertain the intention of the parties. The first one is that the words used by the parties should be given their ordinary meaning in their contractual context. In Multi-Link Leisure Developments Ltd v Lanarkshire Council, [2011] 1 All ER 175. Lord Hope held:*

*'The court's task is to ascertain the intention of the parties by examining the words they used and giving them their ordinary meaning in their contractual context. It must start with what is given by the parties themselves when they are conducting this exercise. Effect is to be given to every word, so far as possible, in the order in which they appear in the clause in question.*

15. Giving **AEX 3** and **AEX 4** wording ordinary meaning, and making business and commercial sense of insurance contracts, it is very clear that travel insurance is applied for separately when the need to travel arises. There is nothing in the General Master Policy that entitles a Pinnacle Account holder to travel insurance unless the same has been applied for specifically. It is this travel insurance that, once issued, covers Medical Transportation, Repatriation and Evacuation while travelling outside East Africa.
  
16. The Respondents, in unison, insisted that they requested for Passport, travel itinerary, as well as the destination and duration of the trip. It is clear that the information was needed for the issuance of a Travel Insurance policy, and not to process a claim. We agree with the applicant that the information was not necessary to determine whether or not to pay. This is why the Respondents equally took issue with the fact that the Passport had expired, as no travel can be allowed on an expired travel document.
  
17. An email trail, **REX 6**, demonstrates this. The Applicant's attorney applied for benefits under the group policy, and critical illness was processed. On March 6, 2025, she requested funds to cover medical transportation in her email to Derick. In response, Derick, on March 10, 2025, wrote, "As the client arranges to share the required documents for your team to issue a travel insurance policy, please refer to the client's inquiry and advise." This emphasises the fact that there was no travel policy in place at the time, from which medical transportation could be claimed as per **AEX 3**. According to **AEX 13**, the Applicant's attorney inquired about exclusions to the 'Travel Policy', and was clearly under the impression that there was already cover.
  
18. Our Assessment of **AEX 2**, **AEX 3**, **AEX 4** and **REX 1** and the communications exchanged, is that Travel Insurance Policies are not issued automatically upon registration as Pinnacle Current Account holders with the 2<sup>nd</sup> Respondent, but that every Pinnacle client is eligible, at no further premiums, for travel insurance whenever the need arises. According to **REX 1**, a person applies for

such a policy if they are going to travel within the next 6 months. No group policy for Pinnacle clients covered such journeys automatically on account opening.

19. **AEX 3** is not proof of the existence of travel insurance but of eligibility at no further cost/premiums. When the need for travel arose for the Applicant, the Applicant made a claim, rather than apply for the cover. The Applicant was not covered, but was eligible to be covered. This is why **AEX 3** itself states that eligible members will qualify for free travel insurance...once every quarter.

20. It is also our finding that the Travel Insurance envisaged was for cases arising from the date of travel, inclusive of the journey to the airport, until the client returned to Uganda. All other incidents, inclusive of medical transportation, repatriation and evacuation, would, if the Policy was applied for, cover them if the person was actually enroute outside East Africa or on their way back.

21. What this means is that in the absence of a disclosed destination and travel itinerary by the Applicant, there cannot have been cover, and the costs incurred outside this cover cannot form the basis of this claim.

22. On the issue of medical travel/repatriation, on perusal of the policy **JEX 3** provides for Medical Transportation, Repatriation and Evacuation and that "Travel Insurance General Conditions and Exclusions will be elaborated on the policy as issued to each travelling member upon request." **REX 1** provides on page 36 of the Respondent's trial bundle that *"If you require medical transportation as determined, agreed and arranged by the Assistance Company, we will pay your transfer to the nearest most appropriate medical facility to obtain necessary treatment and/or repatriation to your country of residence."* Further, on page 49 of the Respondent's Trial Bundle, under 'Emergency Services' provides that *"In the event of your repatriation home, the Assistance Company will endeavour to make all necessary arrangements."*

23. Evidence on record in **AEX 2**, being account opening forms, shows under personal details – Nationality, that he is a Ugandan. The form then makes provision that *"In case of dual citizenship, state other nationality(ies)"* and the space was struck through, meaning there was none. It has not been proved to us that the Respondent was aware of any dual citizenship at Policy inception or



during the pendency of the policy. Though AW 1 testified in cross-examination that the Applicant orally informed the bank of his dual citizenship, we are unable to believe this in light of **Sections 91 and 92 of the Evidence Act**, which require that where information has been related and reduced into a document, oral evidence altering the document is not admissible.

24. The Applicant was duty-bound to disclose information of citizenship, especially when it was being solicited in the form. We have held in **Social Lend Africa Tech Ltd vs NIC General Insurance Company Ltd IAT Appn 20 of 2025**, citing a Kenyan decision of **Co-operative Insurance Company Limited vs. Daniel Wachira Wambugu [2010] eKLR**, and **UAP Insurance Company Limited vs. Lemmy Mutua Kavii [2018] eKLR**,

**“...that a contract of insurance is a contract of undertaking risk. Certain material facts affect the risk. In this connection, *uberimae fides* (utmost good faith) is the lifeblood of such a contract. In this connection, in entering into such a contract, an insured is legally obligated to disclose to the insurer all material facts and circumstances within the personal knowledge of the insured at the time, which is highly likely to materially affect the risk.”**

25. The duty to disclose, as we have held in **UAP OLD Mutual Insurance Co (U) Ltd vs Good Infant School Limited IAT Appn 21 of 2025**, *‘is not only limited to the provision of information, but includes a duty ‘not to remain silent.’* The duty continues throughout the duration of the contract, and any changes in prior information capable of altering the risk must be relayed to the insurer. Nondisclosure of material facts disentitles the insured from claiming and entitles the insurer to avoid the contract.

26. It was Counsel for the Respondent’s submission that the fact that the Complainant was a dual citizen was a material fact, which was in the knowledge of the Complainant at the time of opening the account. Counsel further argued that to withhold such information would impact the claim’s validity.

27. A material fact in insurance is any information that would influence a prudent insurer’s decision to accept a risk, set the premium, or determine the terms of coverage. It is critical data, such as medical history for life insurance or property



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usage for home insurance, that must be fully disclosed to avoid claim denials or policy cancellation.

28. According to **Newsholme Bros. vs. Road Transport and General Insurance Co. Ltd [1929] All ER 442 at 444**: "...the contract of insurance requires the utmost good faith; the insurer knows nothing; the assured knows everything about the risk he wants to insure, and he must disclose to the insurer every fact material to the risk.
29. The policy does not define the word repatriation; repatriation is defined as '**send or bring somebody back to their own country**' in Oxford Advanced Learners Dictionary, 10<sup>th</sup> Ed. We do not agree with the Applicant's submissions that travel outside East Africa meant travel from Uganda to anywhere but East Africa. A destination must have been provided, and the insured needs medical transportation/repatriation back to Uganda in this case.
30. On this issue, the Tribunal court finds that the Parties' relationship, which was founded on a purported contract of insurance, was guided by the principle of uberrimae fidei, and one had to essentially disclose all material facts. The citizenship/country of residence was a material fact essential to determining the benefit of repatriation of the policyholder to their home country. The Applicant, by opting to declare his country of citizenship as Uganda, cannot consequently claim to be repatriated to the United States under the travel insurance policy.
31. On the issue of pre-existing medical conditions, typically, travel insurance provides medical emergency cover for unexpected illnesses or injuries abroad by paying for hospital care, surgeries, and emergency medical evacuations back to the policyholder's home country. Claims, therefore, may be denied for undisclosed pre-existing conditions or, in some cases, for failing to contact the emergency assistance team.
32. Pre-existing medical conditions are defined in **REX 1** as '**Any medical condition for which you are receiving treatment at the date of departure of your international journey or any recurring, chronic or continuing illness or condition (s) for which you received treatment.**'



33. **AW 1** testified in chief that the Applicant was diagnosed in 2024. However, she attached **AEX 5**, a letter from St Francis Hospital Nsambya titled 'clinical report' showing that 'Known Multiple Myeloma diagnosed in 2007, treated in the USA, was not submitted to bone marrow transplant. Relapses Multiple Myeloma in February 2024 (while living in Uganda...'. The parties did not submit the issue, despite the same being apparent during the hearing.

34. **Oxford Advanced Learners Dictionary, 10<sup>th</sup> Ed.** defines **relapse** [synonym-recurrence] as '**The fact of becoming ill again after improving.**'

35. It is therefore our humble decision that the pre-existing condition exclusion excludes this claim from the indemnity cover given to Pinnacle customers under the Group Life Insurance Policy (**AEX 4**), **which** was issued on 7<sup>th</sup> February 2013. See page 37 Applicant's Trial Bundle.

36. The Tribunal finds that the Applicant's condition was not an emergency as stipulated in the policy, the condition was pre-existing and does not fall within the ambit of the group life policy.

37. Based on the above findings, we find that the Applicant's claim does not qualify for repatriation since the Applicant declared to be Ugandan and failed to disclose his dual citizenship. Further still, the claim falls in the exclusion relating to pre-existing conditions as per the insurance policy. As such, there is no basis for variation of the decision of the Insurance Regulatory Authority Complaints Tribunal.

38. The issue is therefore answered in the negative.

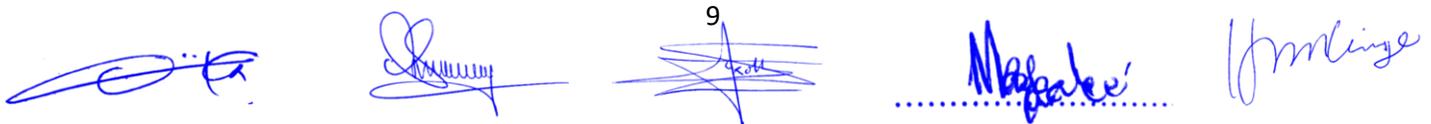
## **ISSUE 2: WHAT REMEDIES ARE AVAILABLE TO THE PARTIES?**

39. Having found, as we have in the first issue, that the Applicant is not entitled to any remedy, and the appeal is dismissed.

### **Costs.**

40. The respondents prayed for dismissal of the case with costs. But considering the circumstances of this case, we order that each party bear its own costs.

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## **FINAL ORDERS**

1. The Appeal is dismissed.
2. The Decision of the Insurance Regulatory Authority's Complaints Bureau is upheld.
3. Each party shall bear its own costs.

We so order.

Delivered and dated this 30<sup>th</sup> day of January 2026



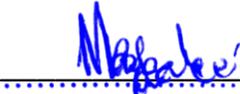
**Rita Namakiika Nangono**  
Chairperson



**Solome Mayinja Luwaga**  
Member



**George Steven Okotha**  
Member



**John Bbale Mayanja (PhD)**  
Member



**Harriette Nabasirye Paminda Kasirye**  
Member