

## PERSONAL ACCIDENT POLICY DOCUMENT

This policy is issued to the Policyholder in the schedule following a written/digital proposal form submitted to Britam General Insurance Company (K) Limited (hereinafter referred to as the "The Company").

The proposal form together with any statement, report or other document shall form the basis of this contract and shall be deemed to be incorporated herein. Britam will issue this policy provided the Insured has paid the premium when due for the duration of the policy period as consideration for such insurance.

### COVER BENEFITS OVERVIEW

Benefit	Description	Benefit	Individual Option Monthly Premium
Accidental Death	Lump sum payment to Next of Kin in the event of an accident that results to death of the insured.	<b>KES 100,000</b>	<b>Free for 1 month</b>
Permanent Disability	Lump sum payment following an accident that results in a Permanent Total Disability (PTD). *PTD means when the Insured person becomes permanently unable to engage in any gainful occupation, for compensation or profit for which the insured is reasonably qualified by education, training or experience for the remainder of the insured's life because of an injury or illness directly <b>resulting from an accident</b> ; subject to a waiting period of (3) three months and a deferred period of three months from the date of disablement.	<b>KES 100,000</b>	

Please read this policy to ensure that it is in accordance with your requirements.

## SECTION A: DEFINITIONS

1. **Accident:** means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the Insured Person. An Accident must occur both during the Period of Insurance and the Insured Person's Effective Period of Cover.
2. **Accidental Death:** means the death of an Insured Person as a result of an Accident.
3. **Bodily Injury:** means an identifiable physical injury resulting solely and directly from an Accident and which occurs independently of any Sickness or any other cause, where the Bodily Injury and Accident both occur during the Period of Insurance and the Insured Person's Effective Period of Cover. It does not mean a Sickness or a Pre-Existing Condition.
4. **Personal Accident Policy:** Shall mean provision of insurance coverage against the risk of death/ injury during the policy period sustained due to an accident caused by violent, visible and external means.
5. **Sum Assured:** means the sum as specified in the Schedule to this Policy against the name of Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy.
6. **Cover Period:** the duration of the policy which shall encompass the exact date of policy inception and exact date of expiration.
7. **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.
8. **Effective Date/Commencement date:** Cover will become effective once full premium has been paid and written confirmation of application and terms given by Britam Insurance; notwithstanding the fact that payment may have been received.
9. **Proposal Form:** shall mean any signed application form, declaration or any memoranda supplied by the Policyholder or their appointed representative.
10. **Policy:** means Britam contract with the Policyholder and includes this Policy wording, the current Policy Schedule and any Endorsement or other document that forms part of the terms and conditions of the Policy.
11. **Policyholder:** means the named entity or person(s) listed as the Policyholder in the Policy Schedule. The Policyholder is the contracting insured.
12. **Policy Schedule:** means the relevant and current Policy Schedule issued the Policyholder by Britam. A new Policy Schedule is issued on each renewal.
13. **Premium:** means the amount shown in the Policy Schedule that is payable in respect of the Policy by the Policyholder.
14. **Pre-Existing Condition:** means any Sickness, disease, disability, syndrome or other condition, including any symptoms or side effects of these:
  - i. which the Insured Person is aware, or a reasonable person in the circumstances would be expected to have been aware in the twelve (12) month period prior to the Insured Persons being covered by this Policy;
  - ii. which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the Insured Person being covered by this Policy; or
  - iii. that is a terminal condition of which the Insured Person has been diagnosed at any time prior to the insured Person's being covered by this Policy.
15. **Beneficiary:** shall mean the person or entity entitled to receive the claim amount and other benefits upon the death of the benefactor or on the maturity of the policy. For this policy, the beneficiary shall be 'the next of kin'.

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- 16. Insured Person:** means any person who is shown in the Policy Schedule as an Insured Person and/or meets the eligibility criteria under this Policy, is nominated by the Policyholder, agreed to and with whom Premium has been paid or agreed to be paid for.
- 17. Accidental injury:** shall be as a result of an event not expressly excluded under the Policy Contract and which occurs within the Policy period. It includes any unexpected personal injury resulting from any unsought for mishap or occurrence; any unpleasant or unfortunate occurrence that causes injury, loss, suffering, or death; some outward occurrences aside from the usual course of events. An event that takes place without one's foresight or expectation; an un-designed, sudden, and unexpected event.
- 18. Drug abuse:** shall mean taking of any form of drug which is not prescribed by a registered medical practitioner for purposes other than treatment of an ailment or disease, or if duly prescribed taken in disregard of medical advice.
- 19. Gender:** for purposes of this contract, the use of masculine gender shall be deemed to include the feminine and the singular to include the plural.
- 20. Hospital:** shall include any registered medical institution recognized by the Company as offering treatment and care for the sick and injured, excluding rest homes, convalescent homes for the aged, a place for custodial care or a place for the confinement and treatment of drug addicts and alcoholics.
- 21. Sports:** Dangerous sports shall include sky-riding/racing, rugby, horse racing, motor cycling, driving in any kind of race, polo, mountaineering and any especially hazardous pursuit.
- 22. Cancellation:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days.
- 23. Renewal:** Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 24. Territorial limits:** This shall mean the geographical area within which the policy shall be applicable. This shall be within the territory of the Republic of Kenya.
- 25. Period of Insurance:** The period from the effective date to the renewal date and each one-month period, or any such period as may be agreed between the parties, from the renewal date thereafter.
- 26. Pandemic:** refers to a condition or disease spread over country or several countries or continents, usually affecting a large number of people. The spread could be from common source, propagated or mixed epidemics.
- 27. Injury:** Means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 28. Illness:** Means sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- 29. Exclusion:** Category of treatment, conditions, activities and their related or consequential expenses that are excluded from this policy for which Britam shall NOT be liable.
- 30. We, us, our, Britam:** 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.
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## SECTION B: SCOPE OF COVER

### 1. Death Benefit

The Policy covers death of the insured that is solely and directly as a result of an accident occurring within the cover period.

### 2. Permanent Total Disability (PTD)

The PTD benefit shall become payable when the Insured person becomes permanently unable to engage in any gainful occupation, for compensation or profit for which the insured is reasonably qualified by education, training or experience for the remainder of the insured's life because of an injury or illness directly resulting from an accident; subject to a waiting period of (3) three months and a deferred period of three months from the date of disablement;

1. The PTD benefit shall be a lump sum payment of the Sum assured.
2. To qualify for PTD benefit, the disability must be certified by a qualified medical practitioner, recommend, recognized and appointed by the Company, to be totally and permanently unfit to carry out his any gainful occupation for compensation or profit for which the insured is reasonable qualified by education, for the remainder of the insured's life.
3. Records confirming that the insured person was on cover at the time of the accident.
4. PTD claims must be advised to the insurer for settlement soon after assessment by a doctor recommended by the Company; any PTD claims submitted after 30 days from the date of assessment will not be admitted.
5. The Company may request any additional documentation it may require assessing the validity of any claim submitted.

## SECTION C: ELIGIBILITY AND MEMBERSHIP

1. The Insured Person's age shall not be less than 18 years at entry.
2. The Insured Person's age shall not be greater than 65 years at entry

This is otherwise subject to the terms, exceptions and conditions of the policy.

## SECTION D: POLICY DETAILS AND TERMS

### 1. Premiums

- i. Premiums shall be payable on the basis and rates set out in the policy schedule assured.
- ii. Premiums are payable in full without any deduction whatsoever based on debit notes that will be periodically sent to the policy holder by the insurer.
- iii. If the full amount of all premiums due is not received by the insurer, the cover shall cease unless expressly agreed otherwise in writing by the company.
- iv. The Company reserves the right to review the premium payable in future. If, in the opinion of the Company's Actuary, the future premiums are insufficient to maintain the benefits under the policy, the Policyholder shall be required to either: Increase the premium payable at renewal in order to maintain the current benefits OR to have benefits reduced or restrict proportionately to match the revised premium.

### 2. Cessation of Benefits

The insurance shall cease immediately upon:

- i. The termination of the POLICY; or
- ii. The non-payment of premiums; or
- iii. The Insured ceasing to be an Insured; or
- iv. The payment of the DEATH BENEFIT

### 3. Waiting Period

24hrs from the cover commencement date for new policies. In the event of non- payment of premiums, all the attached benefits and cover shall lapse and become void.

payment of premiums within the grace period, all the attached benefit cover shall lapse and become void.

#### 4. Grace Period

24hrs from cover expiry date that the insured is allowed for payment of renewal premium. A policy that is renewed after the Grace Period will be underwritten as a new policy and will be subject to a waiting period at the discretion of the Insurer.

#### 5. Cancellation of Cover

##### a) Cancellation by the Company

The Company may cancel this Policy by sending thirty (30) days' notice by registered letter or an appropriate mode of communication. Britam shall cancel the policy and refund premium paid less the pro-rata portion thereof for the time during the current Period of Insurance the Policy has been in force less any administration cost, levies and taxes.

##### b) Cancellation by the Insured

The insured may cancel this policy by sending seven days' notice and (provided no claim has arisen during the current Period of Insurance). No refund premium shall be due or payable.

#### 6. Suicide

If an Insured person commits suicide, while sane or insane, within one (1) month from the Date of Issue of this policy, the Policy shall be void, a refund of premium less commission refunded in full. No refund of premium shall however attach if any claim has been paid within the policy period.

#### 7. Arbitration

This Policy is governed by the Laws of Kenya. All disputes arising out of this Policy shall be finally settled by arbitration in accordance with the provisions of the Arbitration Act, 1995 as amended from time to time by a single arbitrator appointed by the parties within Thirty (30) days of notification of the dispute by one party to the other, failing which the chairman for the time being of the Chartered Institute of Arbitrators, Kenya branch shall appoint an arbitrator on the application of either party. The seat of the arbitration shall be Nairobi.

#### 8. Taxation

Should the Company be required by law to deduct and account for tax/levies payments under the provisions of this Policy, it shall be entitled to make such deductions as dictated by the law.

### SECTION E: COVER EXCLUSIONS

The Insurer shall not be liable in respect of bodily injury: -

1. Occasioned or contributed to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or due to intentional self-injury whether criminal or not.
2. Sustained whilst the Life Assured is under the influence of intoxicants or is suffering from insanity or venereal disease.
3. Diseases/Death caused and classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
4. Occasioned or contributed to by childbirth or pregnancy in the case of women.
5. Sustained whilst the Life Assured is engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst being in or upon or entering or dismounting from or travelling as a passenger in a fully-licensed heavier-than-air aircraft operated by a recognised Airline on a scheduled service or a fully-licensed twin-engine or multi-engine heavier-than-air aircraft lawfully operated on an individual charter for hire or reward.

6. Sustained whilst the Insured is engaged in hunting, steeplechasing, racing of any kind (other than on foot), rugby, football, polo, mountaineering or winter sports, skiing or parachuting except and insofar as the Insurers have by endorsement agreed to extend this insurance.
7. While the Insured Person willfully exposing himself to needless peril (except in attempt to save human life) or committing or attempting to commit suicide whether felonious or not. In respect of Death of any person consequent upon an Accident occurring before such person attains the age of 18 years or after the expiry of the period of Insurance during which such person attains the age of 65 years.
8. Occasioned by pre-existing physical defect or infirmity.
9. Suicide;
10. Any physical defect or infirmity which existed prior to accident;
11. Any illness or disorder aggravated by an accident;
12. Medical treatment or surgical operation or exhaustion consequent thereon unless such treatment or operation is necessitated by injury;
13. Intentional self-injury;
14. Earthquake, war invasion, acts of terrorism, act of foreign enemy hostilities or warlike operations (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurp of power, strike riot or civil commotion, political unrest;
15. The Life assured committing any unlawful act or being of unsound mind whether temporarily or permanently.

## **SECTION F: GENERAL CONDITIONS**

The Company shall provide Personal Accident Cover to the Insured Persons subject to the following terms and conditions precedent to any liability of the Company to make any payment under this policy:

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office.
2. The Company shall not be liable if there be any misstatement in or if a material fact be omitted from the Proposal.
3. In the case of bodily injury to which this policy relates the Life Assured shall procure and act upon proper medical or surgical advice as soon as practicable.
4. Written notice of any accident shall be given to the Insurers as soon as possible but in any event within twenty-one days of the injury in respect of which a claim is to be made.
5. The Insured shall give immediate notice to the Insurers of any change in the business or occupation of the Life Assured and shall also give notice before any renewal of this Policy of any injury disease physical defect or infirmity affecting the Life Assured and of which the Insured has become cognizant.
6. All certificates information and evidence required by the Insurers shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Insurers may prescribe.
7. In case of death, reasonable notice shall be given to the Insurers before interment or cremation and the Insurers may require or be represented at a post mortem examination on the body of the Insured. Immediate notice stating time and place shall be given to the Insurers of any inquest appointed.

8. Any receipt or discharge which the Insured or his legal personal representative may grant to the Insurers for any sum payable under this Policy shall be deemed a final and complete discharge of all liability of the Insurers in respect of any and every injury or contingency (including death) resulting to the Insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.
9. The Insurers shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy.
10. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Principal or anyone acting on the Principal's behalf or by an Insured Person or an Insured Person's legal representatives to obtain any benefit under this policy, the Company shall be under no liability in respect of the claim.

#### **SECTION G: DECLARATION**

By subscribing to this offer, I confirm that I have read and understood the terms and conditions (as printed above) governing the provision of Personal Accident Insurance Cover, and agree to be bound by them. I accept Britam General Insurance Company (Kenya) Limited seeking any information from my previous insurers, who have previously received applications from myself.

**Signed for and on behalf of the Company**



**Britam General Insurance Company (Kenya) Limited**