

HOSPITAL CASH 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	Individual Option Annual Premium	Family Option Monthly Premium	Family Option Annual Premium
Hospital cash	Daily cash in case of hospital admission (of 3 or more nights Max 30 days per year)	KES 500/day	KES40	KES400	KES170	KES1,680
*Dial *334# to renew your cover upon expiry						

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

SECTION A: DEFINITIONS

1. **Proposal Form** shall mean any signed application form, declaration or any memoranda supplied by the Policyholder or their appointed representative.
2. **Policyholder (Principal Member)** shall mean any member of staff of an insured group who has applied to the Company for membership with prior consent of the Client by submitting an application form and a declaration of health and whose application shall have been accepted by the Company in writing or issuance of a Member's photo card. Dependants of the Policyholder detailed in the application for membership shall be deemed to be covered under the Policy Contract.
3. **Insured Group:** Means any registered association of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. Non-employer groups, like employee associations, where insurance is offered as an add-on benefit, professional associations or societies may also be treated as a group. However, an association of persons coming together with a purpose of availing an insurance cover will not be treated as a group for the purpose of this policy.
4. **Dependant** shall mean a Policyholder's legal spouse (one only), biological children and legally adopted children.
5. **Insured Person** shall include Policyholder and their duly registered Dependants under this Policy Contract.
6. **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.
7. **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.
8. **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.
9. **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.
10. **MER** is a Medical Examination Report requested by the Company on any Insured Persons who may have conditions that need clear indication of treatment.
11. **Reasonable and regular costs** shall mean those expenses or charges that do not exceed the general level charged in that hospital or medical facility where such costs incurred, when furnishing comparable treatment, consultation or medication to persons of the same sex and similar age for a similar injury or disease.
12. **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.
13. **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.
14. **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.
15. **Sum insured:** Means the sum shown in the schedule of benefits which represents our maximum, total and cumulative liability for any and all claims under the policy during the policy period and against the respective benefit(s).

16. **Network hospital/panel hospital:** All such Hospitals, Day Care centres or other providers that the insurance company has mutually agreed with, to provide services like to policyholders. The list is available with the insurer and subject to amendment from time to time.
17. **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.
18. **Effective 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. All membership benefits commence after the waiting periods has been served except for hospitalization following an accident, which is covered from the date of commencement of cover.
19. **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.
20. **Physician:** Means a properly qualified medical practitioner licensed by the competent medical authorities 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.
21. **Bed Limit:** Shall mean the amount charged by a Hospital for the occupancy of a bed on per day (24 hours) basis
22. **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.
23. **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.
24. **Hospitalization or Hospitalized:** Means the admission in a Hospital for a minimum period of 24 Inpatient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
25. **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.
26. **Chronic:** A chronic condition is a disease, illness or injury which has one or more of the following characteristics irrespective whether, newly diagnosed or diagnosed earlier: requires ongoing or long-term treatment to control or manage the symptoms. It requires rehabilitation. It continues indefinitely, it has no known cure. It comes back or is likely to come back and it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests. Some examples of common chronic conditions include: asthma, diabetes, arthritis, chronic obstructive pulmonary disease, heart disease, cancer, malignancies and epilepsy.
27. **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.
28. **Congenital Condition:** Any genetic, physical, or biochemical (metabolic) defect, disease, or malformation (which may be hereditary or due to an influence during gestation), and which may or may not be obvious at birth.
29. **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, any applicable waiting periods will be indicated on the schedule of benefits.
30. **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.
31. **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.

SECTION B: SCOPE OF COVER

In the event of hospitalization of the Insured Person in any of NHIF Inpatient accredited hospitals due to any illness for a consecutive period of more than **48 hours**, a daily benefit as mentioned in the Schedule of the Policy is payable for a maximum of **30 days** during the entire policy period.

Admissions due to chronic conditions will be payable for a maximum of **15 days**.

Benefits will be payable by the Insurer in KES to the Insured person, by way of the direct deposit or electronic transfer of immediately available funds into the Insured person's account.

SECTION C: ELIGIBILITY AND MEMBERSHIP

An eligible person shall be:

- a) An Insured person aged from **18-65 years**.
- b) Spouse to the Insured person aged between **18 -65 years**.
- c) Children – from age of **30 days** and not more than **24 years** (if proof is provided to show that they are full time students at university or regular college for those above **18 years** at the date of joining cover.
- d) Maximum joining age **65 years** and exit age **70 years**.
- e) Eligible dependants include spouse(s) and biological or legally adopted children.

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

Those arranging this insurance for the first time shall wait for Thirty (30) days from the date of Issue (Effective Date) before the insurance cover takes effect unless treatment is due to injuries as a result of an accident.

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

1. 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.

2. 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. Admissions due to congenital conditions
2. Hospitalisation and/or treatment within the waiting period and hospitalisation and/or treatment following a diagnosis within the waiting period.
3. Expenditure incurred by a member or dependants arising from any illegal or criminal act
4. Elective surgery or treatment which is not medically necessary.
5. Diseases classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
6. Expenses arising from injuries sustained as a result of participation in professional sport or hazardous pursuits such as motor racing, skydiving, parachute jumping and Bungee jumping.
7. Operations, treatments and/or procedures of own choice for purely cosmetic purposes or obesity, and any complications that may arise from such operations, treatment and/or procedures.
8. All expenses in respect of illness conditions that were subject to waiting periods when the member and dependants joined the Scheme.

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9. Any treatment arising from an accident or event because the insured and/or dependants was/were under the influence of alcohol or drugs, unless prescribed and taken according to the instructions of a medical practitioner.
 10. Organ transplant and / or complications arising from organ transplant and Hormonal treatment.
 11. Exercise and/or guidance programs inclusive of antenatal exercises.
 12. Treatment of impotence not related to a sickness that is harmful or a threat to essential bodily functions or that is merely recommended for Psychiatric reasons.
 13. Accommodation in convalescent or old age homes or similar institutions catering for the aged.
 14. Costs associated with Vocational Guidance, Child Guidance, and Marriage Guidance. Expenses incurred for recuperative or convalescent holidays.
 15. Illness, injury or disablement directly or indirectly caused by or contributed to by active participation in Wars, Riots or Civil Disobedience or political activity. Any declared or undeclared war, invasion, act of foreign enemy, hostilities, or warlike operations. Nuclear fission, ionizing or non-ionizing radiation. Operating, learning to operate or serving as a member of a crew of any aircraft being used for sky riding, racing, testing or exploration. Participation in Naval, Military, Air Force, Paramilitary, Police or Police Reserve service or operations. Attempted suicide or self-injury deemed deliberate by the Company.
 16. Pandemic diseases or conditions as declared by the World Health Organization or National Government
 17. The wilful non-compliance on the part of the Policyholder with a registered doctor(s) or health care officer(s) medical advice
 18. Admissions for routine or regular Dialysis and experimental treatments.

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:

- a) All Insured Persons covered must only seek treatment at the NHIF Inpatient accredited medical facilities.
- b) The Company reserves the right to accept or discontinue membership renewal and upgrading of cover.
- c) The cover shall remain in force for period of cover from the commencement date. Each renewal shall be treated as a new contract and shall therefore be subject to such terms and conditions as shall be prevailing at the time of renewal including any amendments, additions, exclusions, increase in annual premium or any other conditions laid out by the Company.
- d) The Company will charge a premium per family per policy period specified for the provision of daily hospital cash benefits to qualifying Insured Persons and such due premium shall be paid in full in advance or on the effective date by the Client to the Company.

- e) The Company shall not be liable for any injury or loss suffered by the where such delay arises from any circumstances whatsoever beyond the Company's control including but not limited to acts of war, terrorism, civil commotion or strife, lockouts, stoppages or go- slows, restraint of labour for whatever cause, government intervention or restrictions, fire, floods, bad weather, Acts of God, compliance with medical regulations or any other regulation having the force of law.
- f) The Company shall not be liable for expenses incurred by Policyholder whose membership has ceased or expired as a result of expiry of member's contract term, or any reason whatsoever. The Client shall be held responsible for notifying the Company of such termination or cessation of membership; in default, the Company shall recover such incurred expenses from the Client in full or, if unable to recover them, cancel the entire Policy.
- g) Any dispute between the Company and Client that touches on the construction or effects of these terms and conditions or on the rights or liabilities of the parties hereunder or any other matter arising out of the same or connected therewith shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the Chairperson of the Law Society of Kenya upon the application of either party. The making of an arbitration award shall be a condition precedent to any right of action against or liability to the Company.
- h) Granted that the Company's total liability shall not exceed the annual limit specified in the cover Schedule.
- i) Upgrades/Change of cover: All upgrades/change of cover is subjected to underwriting. The upgraded portion will be subject to specified waiting periods after underwriting and approval by the company. All upgrades are done at inception or renewal of cover.

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