

LAST EXPENSE 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
Last Expense	Lump sum payment on death	KES 100,000	KES40	KES400	KES170	KES1,680
*Dial *334# to renew your cover upon expiry						

SECTION A: DEFINITIONS

1. **Policyholder (Principal Member)** shall mean any member of an insured group who has applied to the Company for membership with prior consent of the Client. Dependants of the Policyholder detailed in the application for membership shall be deemed to be covered under the Policy Contract.
2. **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.
3. **Dependant** shall mean a Policyholder's legal spouse (one only), biological children and legally adopted children.
4. **Insured Person** shall include Policyholder and their duly registered Dependants under this Policy Contract.
5. **Accidental Death** 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 death resulting from any unsought for mishap or occurrence; any unpleasant or unfortunate occurrence that causes 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.
6. **Death by Natural Causes** means death other than accidental death and excludes death arising from intentional self – injury (whether sane or insane)
7. **Last Expense Benefit** shall be the amount specified in the schedule that is payable on the death of the insured person.
8. **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.
9. **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.
10. **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.
11. **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)
12. **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.
13. **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 accidental cases, which is covered from the date of commencement of cover.
14. **Policy Commencement Date:** the date this policy was issued.
15. **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.
16. **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.
17. **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.

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18. **Exclusion:** Category of activities and their related or consequential expenses that are excluded from this policy for which Britam shall NOT be liable.
19. **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

It is a funeral expense cover that pays for funeral expenses arising from natural or accidental death.

COVER BENEFITS

- Cash payment for funeral expenses
- Covers natural or accidental death.
- Cover extends to HIV.

CLAIM PROCESS

Complete the claim form and attach copies of the following:

- Copy of ID or birth certificate for children (of the deceased)
- Copy of the burial permit or death certificate
- ID copy of beneficiary
- Police abstract for accidental deaths.

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

30 DAYS from the cover commencement date for new policies. No waiting period for death 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

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 Company shall not be liable in respect of Death directly or indirectly consequent upon:

1. The Insured Person being under the influence of or being affected (temporary or otherwise) by alcohol drugs venereal disease or insanity.
2. Diseases/Death caused and classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
3. 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.
4. The Insured Person engaging in aviation (otherwise than as a passenger in fully licensed standard type of aircraft operated by a recognized air charter company), motor cycling, polo, racing on horseback or on wheels, football, hockey, winter sports, mountaineering necessitating the use of rope or guides or the use of woodworking machine or engaging in hunting.
5. Any of the following occurrences, namely:
 - i. War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, labor disturbance, lock-out, riot or strike.
 - ii. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or defacto or by any public authority.
 - iii. Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - iv. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clauses (i), (ii), and (iii) above.
 - v. Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organization or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

SECTION F: GENERAL CONDITIONS

Payment of premium

No policy cover shall be declared issued by the company unless the insurer has made a full premium payment to the company.

Notification of loss and claims procedure

- a) the insured on the happening of any loss or damage to property insured by this policy shall give immediate notice thereof in writing to the company and at his own expense within thirty days after the happening of such loss or damage shall deliver to the company a claim in writing with such detailed particulars and proof as may be reasonably required. In case of damage by theft or any attempt there at the insured shall also give immediate notice to the police.
- b) the insured receiving notice of any accident or claim arising under section c or i of this policy shall give immediate notice thereof in writing to the company and shall supply full particulars thereof in writing and shall send to the company immediately upon receipt of any letter claim writ summons or process issued or commenced against the insured and shall give all necessary information and assistance to enable the company to settle or resist any claim or to institute proceedings.
- c) the insured shall not incur any expenses in making good any damage without the written consent of the company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

Insurer's right after a loss

The company shall be entitled: -

- a) on the happening of any loss or damage to the property insured to enter any building where the loss or damage has happened and to take possession of the property insured and deal with the salvage in a reasonable manner and this policy shall be proof of leave and license for such purpose. No property may be abandoned to the company.
- b) to undertake in the name and on behalf of the insured the absolute conduct control and settlement of any proceedings and take proceedings at its own expense and for its own benefit but in the name of the insured to recover compensation or secure indemnity from any third party in respect of anything insured by this policy and the insured shall give all such information and assistance as the company may require.
- c) upon the payment of any claim or loss under this policy the property in respect of which payment is made shall belong to the company. The company may however at its own option reinstate, replace or repair the property or premises lost or damaged as the case may be or any part thereof instead of paying the amount of such loss or damage but not to an extent beyond the sum or sums respectively insured. Reinstatement effected as nearly as reasonably practicable sufficient shall be declared notwithstanding that the former appearance and condition of the property may not precisely be restored. If the company elects to reinstate or replace the insured shall at his own expense furnish to the company all such plans and information as may be deemed necessary for the purpose. All sums which may from time to time be paid to the insured in respect of loss or damage in any one year of insurance shall be accounted in
- d) diminution of the total sum insured so that the total amount payable shall not in any one year of insurance exceed the total sum insured.

Reinstatement of sum insured.

In consideration of the sum insured not being reduced by the amount of loss, the insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the period of insurance but nevertheless the liability of the company shall not exceed the sum insured in respect of any one loss or occurrence or series of losses or occurrences arising out of any one event.

Fraudulent claims

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on his behalf to obtain any benefit under this policy, all benefit hereunder shall be forfeited.

Cancellation

This policy may be cancelled at any time by seven days' notice by registered letter from the company to the insured's last known address and in such event the: company will not return premium paid for the unexpired term of this policy.

Duties of insured

The insured shall take all reasonable precautions for the maintenance and safety of the property and to prevent accident loss or disease and shall comply with all statutory obligations.

Alterations of risk

Under any of the following circumstances the insurance cease to attach as regards the property affected unless the insured before the occurrence of any loss or damage obtains the sanction of the company signified by an endorsement upon the policy by or on behalf of the company.

If the business be altered or if the nature of the occupation of or other circumstances affecting the premises.

If property insured be removed to any building or place other than that in which it is herein stated to be insured.

If the interest in the property insured passes from the insured otherwise than by will operation on law.

Arbitration of disputes

If any difference shall arise as to the amount to be paid under the policy (liability being otherwise admitted) such difference may be referred to an arbitrator to be appointed by the parties in difference in accordance with any statutory provision in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the company.

Conditions precedent to company's liability

The due observance and fulfillment of the terms of this policy insofar as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

Communication procedure

Every notice or communication to be given or made under this policy shall be delivered in writing to the company.

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