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POLICY DOCUMENT

MEDICAL INSURANCE POLICY

Britam General Insurance Company (Kenya) Ltd
P.O Box 30375 – 00100
Nairobi

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"Regulated by the Insurance Regulatory Authority".

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PREAMBLE

This policy is issued following a written Proposal to **Britam General Insurance Company (Kenya) Limited** (hereinafter referred to as "**Company**") for the medical insurance (hereinafter specified in respect of the Insured) and their dependants (hereinafter referred to as the Members) and has paid the premium as consideration for such insurance.

The membership schedules and/or application forms 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 as consideration for such insurance.

NOW THIS POLICY WITNESSETH that the Company will settle upon receipt of due proof of medical expenses incurred, as the direct result of a Member sustaining, during the period of Insurance: -

a) Accidental bodily injury,

b) Illness and/or disease.

This will be subject to the provisions, exclusions and conditions herein. The insured shall be deemed to have disclosed all material facts relating to the risk insured by this policy in the Application Form or separately in a letter. In the event of wilful misrepresentation or non-disclosure of such facts, the Company shall be entitled to avoid this Policy and all premiums paid in respect of the Member so affected shall be forfeited.

This agreement is entered into with an understanding that data may be used and stored as per the requirements of any regulation.

POLICY DATA PAGE

POLICY HOLDERS NAME:	**xxxxxxxxxxxxxxxxxxxxxxxxx**
POLICY NO:	**xxxxxxxxxxxxx**
TYPE OF SCHEME:	**BRITAM BIMA YA MWANANCHI HEALTH COVER**
INSURED BENEFITS	• **Inpatient Cover** • **Last Expense/Death Benefit**
COVER PERIOD	

SECTION A: DEFINITION OF INSURANCE TERMS.

1. **Proposal/Application Form**: means the insured person statements in the proposal for this policy submitted by the insured person along with any other information or documentation provided to the Company prior to inception, any signed application form, declaration or any memoranda supplied.
2. **Insured person:** This shall be any person who with the prior written consent of the policy holder shall have applied to the company for membership by submitting an application form or in other written format and whose application shall have been accepted by the company.
3. **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).
4. **Insurer:** shall mean the registered institution underwriting the policy.
5. **Policy Holder:** shall mean the person who for the time being is the legal holder of the policy for securing the contract with the Company in terms of this Policy, whether such person shall be an Employer, individual or any other legal or natural person, who is responsible for the payment of premiums and who is responsible for signing the proposal form.
6. **Limits of Indemnity:** This shall be the extent of the company's obligation as variously specified in the schedule to indemnify the insured/insured person as a direct consequence of the insured person sustaining accidental bodily injury, illness or disease during the period of insurance.
7. **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.
8. **Civil Commotion:** A substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.
9. **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.
10. **Effective Date:** Cover will become effective once full premium has been paid and written confirmation of application and terms given by the Company; 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.
11. **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.
12. **Spouse:** This shall mean the wife or husband of an insured person, legally married under any of the family law systems recognized under the Laws of Kenya in force at the time of commencement of this policy and as may be amended from time to time.
13. **Children:** This shall mean a person (s) less than 18 years of age naturally born of an insured person or legally adopted in accordance with the Laws of Kenya in force at the time of commencement of this policy and as may be amended from time to time.
14. **Family:** This shall comprise of the insured person, his or her spouse plus their children; provided that they are unmarried. Insured person(s), with or without dependants, shall for purposes of this policy be deemed to constitute a family.
15. **Dependant:** Means legal spouse of the member and/or unmarried children or legally adopted children who are dependent upon the member for support, provided always that

such children are aged not less than 38 weeks, (and medically discharged from hospital) and not more than 25 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). Disabled children to be covered with no age limit, since they are not self-supporting.

16. **Beneficiary:** The named person in the policy document who receives the benefit payment upon the demise of the insured person.
17. **Pre Authorisation:** Written approval that an insured member may need to access certain medical services according to the scope of their medical cover. It is a promise to pay the medical case as per the medical report received by the insurer.
18. **Hospital:** Means an institution, which is legally licensed as a medical hospital in the country in which it is located and which must be under the constant supervision of a physician.
19. **Service Provider**: Means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the provider by the insurer to the extent pre-authorization approved.
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. **Medically Necessary:** Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which is required for the medical management of the illness or injury suffered by the insured;
    - i. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
    - ii. Must have been prescribed by a medical practitioner;
    - iii. Must conform to the professional standards widely accepted in international medical practice or by the medical community in Kenya.
22. **Bed Limit:** Shall mean the amount charged by a Hospital for the occupancy of a bed on per day (24 hours) basis on General Ward Bed Rate. Private or Luxury wards are excluded from this cover.
23. **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.
24. **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.
25. **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.
26. **Maternity Expense:** Maternity expense refers to:
    - i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);

ii. Expenses towards lawful medical termination of pregnancy during the Policy Period.

iii. Pregnancy related complications.

iv. Ante-natal and post-natal care including ultra sound scans.

v. The cover is only available to female principals or covered female spouses.

27. **Post-hospitalization:** Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital provided that:

    a. The admission was as a result of an accident or surgery.

    b. The In-patient hospitalization claim for such an accident or surgery is admissible by the Company.

28. **Diagnostic Tests:** Investigations, such as but not limited to X-Rays, CT Scans, or blood tests, necessitated by a medical condition.

29. **Day Care Treatment:** Refers to medical treatment and/or surgical procedure which:

    a. Is undertaken under General Anaesthesia in a hospital/day care centre in less than 24 hours. Treatment normally taken on an outpatient basis is not included in the scope of this definition.

30. **Psychiatry Treatment:** the diagnosis and treatment of mental disorders (psychiatric conditions) such as but not limited to Anxiety & Panic Disorders, Depression or Schizophrenia. The provision excludes treatment for drug induced psychosis and psychiatric sexual disorders.

31. **Surgery or Surgical Procedure:** Means manual and/or operative procedure(s) required for treatment of an Illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or Day Care Centre by a Medical Practitioner. Applicable waiting periods apply.

32. **Recuperative or convalescent holidays:** a period of recovery following a serious illness, major operation, or significant trauma after hospitalization.

33. **Emergency:** Means a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.

34. **Accident or Accidental:** A sudden, unforeseen and involuntary event caused by external, visible and violent means.

35. **Intensive Care Unit:** Means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner (s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

36. **Chronic Condition:** A disease, illness or injury newly diagnosed or in existence which has at least one of the following characteristics: has no known cure, likely to recur, needs indefinite prolonged supervision and treatment by a specialist, permanent in nature and caused by changes in the body that cannot be reversed.

37. **Newly Diagnosed Chronic Condition:** A chronic condition diagnosed after three months of

joining. Any chronic condition diagnosed after commencement date but before the expiry of three months, will be termed as pre-existing and will be subject to twelve months waiting period.

38. **Pre-existing Condition:** a medical condition; which can be medically proven that a member had or was known by the member to exist prior to the commencement date or prior to upgrading, whether or not treatment or advise or diagnosis was sought and received. It is any condition diagnosed before expiry of 90 days from the commencement date.
39. **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.
40. **Waiting period**: Time set by the insurance company that the member will not get services upon approval of membership. The waiting period applies to specific illnesses, procedures and medical treatment, except in the event of an accident. Any applicable waiting periods will be indicated on the schedule of benefits. This will be waived where renewals are effected with another insurance service provider within one month of expiry.
41. **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.
42. **Renewal:** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of a grace period for treating the renewal as continuous for the purpose of all waiting periods.
43. **Epidemic/Pandemic:** An epidemic is the rapid spread of infectious disease to a large number of persons in a given population within a short period of time. An epidemic may be restricted to one location; however, if it spreads to other countries or continents and affects a substantial number of people, it may be termed a pandemic. A pandemic is an epidemic occurring on a scale which crosses international boundaries and usually affecting a large number of people. Epidemics and Pandemics are excluded in this cover.
44. **External Prosthesis:** An artificial device that replaces a missing body part, which may be lost/absent through trauma, disease, or congenital conditions such as a prosthetic limb, ear which is required at time of a surgical procedure.
45. **Panel of Service Providers:** The list of Hospitals, Pharmacies and other Service Providers having an agreement in effect with Britam Insurance from whom Members may seek eligible services on credit.
46. **Patient:** Is an ill or injured Member in need of treatment by a Physician, Surgeon or other healthcare providers.
47. **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.
48. **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.
49. **Occupational/Speech Therapy**: This is the use of assessment and treatment to develop, recover, or maintain the daily living and work skills of persons with a physical, mental or

cognitive dis-order. This therapy is excluded from cover.

50. **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.
51. **Dialysis**: The clinical purification of blood by dialysis, as a substitute for the normal function of the kidney.
52. **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: POLICY CONTRACT WORDING

Whereas the Policyholder in this Policy Contract has, by a Proposal form and declaration, applied to **BRITAM GENERAL INSURANCE COMPANY(KENYA) LIMITED, for EMERGING CONSUMERS HEALTH CUM LIFE COVER** (also referred to as BRITAM ***BIMA YA MWANANCHI*** **INPATIENT ONLY MEDICAL** Policy), the Company agrees to: -

Provide medical insurance cover for treatment of illness or disease and/or accidental bodily injury as limited by the Schedule of benefits purchased, as outline in the Appendix below.

Pay the sum assured stated under the Last Expense Benefit in the said Policy Benefit Schedule, to the Client on behalf of the named beneficiary or to the named beneficiary, to whom the sum assured is made payable, upon providing a written proof satisfactory to the Company of: -

1. The death of the Policyholder or Dependant;
2. The title and the identity of the claimant or claimants; and
3. The correctness of the date of birth of the Policyholder and /or Dependants stated in the list of Dependants and declaration,

Subject to the terms, conditions and exclusions contained or endorsed on this Policy Contract and **PROVIDED** that the Proposal form by the Policyholder has been accepted by the Company, shall be incorporated in and form the basis of this contract, and the Client shall have, on behalf of the Policyholder, paid the Company the annual premium in advance or on the effective date.

This Policy Contract, the Schedule, any endorsement and Memorandum of Understanding thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy Contractor Schedule shall bear such meaning throughout.
The following shall be the conditions precedent to any liability to the Company: -

1. Observation of the terms of this Policy Contract relating to any requirement to be complied with by the Policyholder or the Dependant.
2. The factual accuracy of the Proposal form.

SECTION C: SUMMARY OF BENEFITS

1) Inpatient Medical Cover

The Policy covers Inpatient treatment up to the limit applied for, for treatment which includes reasonable costs incurred at duly appointed hospitals in connection with:

a) Daily bed charges and the cost of maintaining any of the Insured Person in a General Ward Bed.

b) General consultation by a General Practitioner.

c) Surgeon's, Physician's and Anaesthetist's fees and charges for use of operating theatres. Surgeries due to accidents no waiting period, elective surgeries waiting period applies.

d) Cost of prescribed effective generics drugs (unless there is serious need to use branded drugs) and dressings.

e) Laboratory investigations, X-rays, Radiotherapy or Chemotherapy. Scans and Ultra Sounds are restricted to only once in a year per person.

f) Cost of normal child delivery or by way of Caesarean Section up to the limit provided in the Appendix or Schedule of benefits.

g) Bills incurred on the baby after delivery up to and including day of discharge shall be covered within the limit provided for maternity.

h) Chronic conditions (both newly diagnosed, prior diagnosed) and pre-existing conditions shall be covered within the IP Chronic and pre-existing conditions sub-limit benefit after applicable waiting period.

i) Congenital condition covered 25% of IP limit within pre-existing conditions, Pre-existing waiting period applies.

j) Radiology: X-Ray covered for Inpatient cases. CT- Scan and Ultrasound covered for IP cases once a year. MRI covered to a limit of Ksh 24,000.

k) Covid-19 Covered to limit of 50% of IP within pre-existing limit.

l) Eye and Dental surgeries covered subject to waiting period. Accidental no waiting period, limit 25% of IP Cover.

2) Maternity Cover

Britam will settle the proportion of expenses shown on the schedule of benefits arising from childbirth provided the member is admitted in a hospital as a patient. The benefit shall cover delivery fees, maternity related complications, consultation and treatment for both mother and child only during the period of confinement/admission in hospital. Britam will also settle cost arising out of miscarriage and abortion provided that such abortion shall be certified by a gynaecologist and/or a psychiatrist as being necessary to preserve the mental and/or physical health of the mother. Britam reserves the right to require the mother to be examined by a specialist of its choice. This benefit is not available for dependent children.

The total settlement under this section in any one period of insurance shall not exceed the limit specified in the schedule. The benefit is payable after the pre-requisite waiting period

3) Last Expenses/Death benefit Cover

This benefit caters for the cost of funeral expenses in the unfortunate event that a member passes on as a result of covered conditions while this cover is in force. This will be done upon written notification of the death of a member while this Policy is in force.

The benefit is payable after the pre-requisite waiting period.

4) COVID-19 Cover:

The policy covers any expenses arising from COVID-19 treatment and hospitalization. This benefit is within the preexisting and chronic limit. This is extended to cover the following in government hospitals only

a) In hospital accommodation costs including costs of isolation.
b) Primary covid-19 diagnosis and Secondary Pre-existing conditions.
c) Inpatient admission for very severe cases in ICU and HDU facilities.

COVID-19 Testing and Vaccination:

The COVID-19 testing and Vaccination are not covered.

5) Ambulance Services

Ambulance cost covered for accidental cases to a maximum limit of Ksh 15,000

SECTION D: GENERAL CONDITIONS

1) ELIGIBILITY:

An eligible person shall be:

1. Main Member/Spouse: Minimum entry age is **18 years**. Maximum joining age is **65 years** at entry**.**
2. Children: Minimum entry age is **38 weeks** after the baby has been **clinically discharged from the hospital, declared and premium paid**. Maximum **18 years** at entry. Maximum coverage age **18 years to 25 years** for fulltime students.
3. Maximum coverage age **70 years.**
4. Eligible dependants include one spouse, own children and legally adopted children.
5. This cover is available subject to a satisfactory claim performance

2) OBSERVANCE OF TERMS AND CONDITIONS:

We shall not be liable under this policy in the event of any failure by the Insured to comply with its terms and conditions, except where the circumstances of any claim are unconnected with such failure and no fraud is involved**.**

3) IDENTIFICATION:

All persons who qualify and become Insured Persons shall be issued with Photo-Cards. The cards shall be the only mode of identification at the appointed medical facilities and any loss must be reported immediately for replacement (at the Insured persons cost). Insured Persons without Photo- Cards will only be treated once written authorization has been given from Company.

4) WAITING PERIOD:

Those arranging this insurance for the first time shall wait for **Thirty (30) days** from the Date of Issue (Effective Date) for the Inpatient and Death benefit before the insurance cover take effect unless treatment or death is due to injuries as a result of an accident. For maternity care including, ante natal, delivery and post-natal care, the waiting period is **Ten (10) months**. For Surgery the waiting period is **(1) year** unless such surgery is as a result of an accident. The waiting period for Surgery is also exempt for urgent surgeries or emergency surgeries as a result of acute or urgent medical condition, such as: Abdominal surgery due to acute abdomen, Appendectomy due to acute appendicitis and Cholecystectomy due to acute cholecystitis. **Ten (10) months** waiting period for chronic and pre-existing conditions.

5) PREMIUMS:

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.

This condition may be evoked at the discretion of the Company when the portfolio claims experience exceed **Sixty-five (65%) per cent.**

The Company will not accept liability for a claim incurred by a member who is not part of the schedule.

6) TERMINATION:

The insurance shall cease in respect of: -

a) Insured Persons (Children) on the annual renewal date coincident with, or immediately following the attainment of **eighteen (18) years of age.** Thereafter, such Insured Person may if desired continue to be insured by this Policy, provided that his permanent residence shall not have changed and shall continue as a member of the same family/household as hitherto except when attending school elsewhere. Such insurance cover shall remain in force until Annual Renewal Date coincident with or immediately following such insured person's attainment of **twenty-five (25) years of age.**
b) The dependants of an Insured Person upon the death of such insured person, members of his family who were entitled to benefit as his dependants at the time of his death will continue to be insured for the remainder of the period of Insurance within which such death shall have occurred.

7) CANCELLATION OF COVER:

a) **Cancellation by the Client:** The policyholder may cancel this policy by giving 30 days' notice by registered letter or an appropriate mode of communication. Britam shall cancel the policy and refund premium for the period as mentioned herein below, provided that no claim has been made under the policy by or on behalf of any insured person.

Length of Time Policy is in force	Refund of Premium
Up to one month	75% of annual rate
Exceeding one month	Nil

b) **Cancellation by the Company**: The Company may cancel this policy by sending 30 days' notice by registered post or an appropriate mode of communication to the Insured's last known address and in such event Britam shall refund the Insured as per the percentages in the table above and in respect of the insured and their dependants who have not lodged any claims under this policy or enjoyed cover for more than six months.

Refund of premium in both cases will be subject to no reported and/or incurred losses or claims.

8) PRE-AUTHORIZATION REVIEW:

Before the insured person undergoes any scheduled treatment in a hospital that is covered by this policy, the insured must first notify the Company in order for the Company to provide authorization. Should the insured person not provide this notification, the Company shall avoid any liability for all medical costs incurred by the insured for that procedure and hospitalization stay. This condition shall not apply in the case of an emergency hospitalization.

9) SUICIDE:

If the Policyholder commits suicide, while sane or insane, within one (1) year 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 in respect of any Insured Person's member of the family.

10) CURRENCY:

All payments to the Company shall be made at its Head Office as contained in the bilateral agreement and in the currency of the Republic of Kenya.

11) 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.

Any dispute on matters involving a medical decision including reasonable and customary medical services and charges which cannot be settled by the parties may be referred to the arbitration of two qualified doctors to be agreed upon by the parties and in default of such agreement both to be nominated by the Medical Practitioners and Dentists Board.

Any other disputes between the parties, not being a medical matter, with reference to or in connection with any part of the contract regarding the construction, meaning or effect of any provision hereof, the duties of the parties hereunder which cannot be settled by the parties may be referred to a single arbitrator to be agreed upon between the parties and in default of agreement, one to be nominated by the

Chartered Institute of Arbitrators of Kenya, with each party bearing its own costs of Arbitrators.

12) 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.

13) LIABILITY:

Our liability shall be for illness and accidents incidences after the commencement date of cover. Where hospitalisation is prior to commencement date, the Britam shall not take up liability. Our liability shall cease immediately upon termination of the policy for whatever reason, including and not limited to non-payment of premiums.

14) GRACE PERIOD:

Thirty (30) days are allowed for payment of each renewal premium upon confirmation by the insured of renewal of cover. In the event of non- payment of premiums within the grace period, all the attached benefit cover shall lapse and become void.

15) MID TERM POLICY ENTRIES/ PRORATION:

Dependants joining the scheme within the cover period will be expected to pay full premium as per set premium rate.

16) 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.

17) FRAUDULENT AND UNFOUNDED CLAIMS:

If any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof then this policy or member shall be voidable by Britam and applicable premium forfeited.

18) DUTY OF DISCLOSURE:

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, and non-disclosure of material facts in the proposal form, declaration or connected documents.

19) DATA PROTECTION AND PRIVACY

The insurance Company undertakes:

i) To comply with Data Protection Legislation and all applicable laws and regulations relating to the processing of Personal Data or privacy or any amendments and re-enactments thereof, and shall procure that its employees, agents and subcontractors shall observe the provisions of the same during the Term.

ii) The Company shall segregate the Personal Data it receives for purposes of the performance of the Services from any other data it maintains for any of its other customers or clients and shall ensure at all times that no unauthorised persons have access to such data.

iii) If the Company processes any Personal Data when performing its obligations under this Agreement, the parties record their intention that the company shall be the data controller and the Company shall ensure that the its customers and relevant third parties have been informed of, and have given their consent to, such use and processing as required by the Data Protection Legislation.

20) REINSTATEMENT CLAUSE:

Where an insured person exhausts his/ her limit of indemnity as specified under this policy, such benefits as had been extended to him/her by virtue of this policy may not be reinstated during the duration of the policy.

SECTION E: PREFFERED MEDICAL PROVIDERS

The Company shall appoint medical facilities to offer medical services to eligible members in consultation with the Client for and on behalf of the Policyholders.

1. Members shall use only appointed medical facilities, except in accidents. Any medical bills arising from non-compliance will not be the responsibility of the Company, and where the situation demands that the Company settles the bills; the full amount so paid shall be recovered from the Client. Patients requiring specialized treatment shall be required to pay for the difference between the specialist fee and fee charged by the hospital's normal consultation fees.

2. The Policyholder shall notify the Company of any scheduled admissions into any hospital in advance so that balances of entitlement can be ascertained, failure to which the Policyholder shall be liable to pay the Company any excess medical expenses paid over and above the purchased member's annual limit. Should the admission be as a result of an accident, the Policyholder shall notify the Company of such hospitalization within **Twenty-four (24) hours** during the weekdays or **Forty-eight (48) hours** during weekends or public holidays.

3. Any Insured Person who wishes to use his or her personal doctor, that is, a doctor not in the Company list of preferred doctors or residential doctor of a hospital in the list of preferred hospitals, shall thereby be responsible for the Doctor's fees. The Company shall only pay for resident doctors of the hospitals in our panel or on the preferred doctors list.

4. The list of preferred hospitals provided to the Client shall be subject to change from time to time and at the Company's discretion, with/without notice to the Policyholders.

5. The Policyholders are hereby advised to continuously update themselves with the current preferred medical services providers at any given time.

SECTION F: COVER EXCLUSIONS

IN-PATIENT

1. Illness or accident occurring before the date of cover or occurring within the waiting period.
2. Claims and costs for treatment in respect of medical expenses incurred after the expiry date of the policy period and arising from accidental bodily injury and/or illness occurring during the policy period unless the policy has been renewed.
3. Fibre-optic investigations e.g. colonoscopy, endoscopy etc., HSG.
4. Surgery within the first year of the policy unless such surgery is as a result of an accident.
5. Expenditure incurred by a member or dependants arising from any illegal or criminal act.
6. Diseases classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
7. 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.
8. 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.
9. Expenses incurred for recuperative or convalescent holidays.
10. All expenses in respect of illness conditions that were subject to waiting periods when the member and dependants joined the Scheme.
11. Purchase of: Applicators, toiletries, sunglasses and/or lenses for sunglasses and beauty preparations; Patented foods and nutritional supplements including baby foods; Contraceptive preparations, remedies and devices; Remedies for the treatment of infertility; Tonics, slimming preparations, appetite suppressants and drugs as advertised to the public for the specific treatment of obesity; Sunscreen and sun tanning lotions; Soaps and shampoos (medicinal or otherwise); Household and biochemical remedies which are not promoted by the medical profession; Cosmetic products (medicinal or otherwise); anti-habit forming products; vitamins and multivitamins (unless prescribed for documented deficiency); Remedies for body building purposes; Aphrodisiacs; Patent and proprietary preparations; household bandages, cotton wool, dressings and similar aids.
12. Services arising from an accident or event of which the Policyholder or dependants has received, or is likely to receive compensation from any source whatsoever including National Hospital Insurance Fund (NHIF) and employer liability insurance.
13. Any treatment arising from an accident or event because the Policyholder and/or dependants was/were under the influence of alcohol or drugs, unless prescribed and taken according to the instructions of a medical practitioner.
14. Organ transplant and / or complications arising from organ transplant.
15. Exercise and/or guidance programs inclusive of antenatal exercises.
16. Kilometre charges and traveling expenses including ambulance services for non-emergency cases.
17. Treatment of impotence not related to a sickness that is harmful or a threat to essential bodily functions or treatment of impotence that is merely recommended for Psychiatric reasons.

18. Hormonal treatment.
19. Examination or check-ups such as general health examinations not related to diagnosis of sickness or accidental bodily injury unless explicitly agreed in writing by the Company.
20. Accommodation in convalescent or old age homes or similar institutions catering for the aged.
21. Costs associated with Vocational Guidance, Child Guidance, and Marriage Guidance.
22. 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.
23. Pandemic diseases or conditions as declared by the World Health Organization or National Government, with the exemption of COVID-19 (SARS-COV-2) as detailed in the benefits section of this policy document.
24. The wilful non-compliance on the part of the Policyholder with the Company's appointed doctors prescribed treatment.
25. Pregnancy, childbirth, maternity benefits, abortion, miscarriage, ante-postnatal care, caesarean operation except for a first ever emergency caesarean operation which must be certified by an independent medical examiner as being of vital necessity to the health of the mother and/or child (expenses for the baby are excluded). This exclusion does not apply where the maternity cover has been purchased. The benefit shall exclude any treatment and expenses related to pregnancy terminations on non-medical grounds, midwifery costs when not associated with delivery, antenatal classes and surrogacy.
26. Day care shall not be treated as an inpatient service rather it shall be considered as an outpatient service.

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SECTION G: CLAIMS PROCEDURE:

(A) Inpatient Pre-authorization

Prior approval must be sought accessing treatment for the benefits listed below.

Britam will then confirm eligibility, verify the benefit limits and provide an approval to the provider issued authorizing the treatment.

For emergency admissions, Britam must be advised within 48 hours of admission in order to obtain authorization before the patient leaves the hospital

At the hospital and before discharge, members will be required to complete and sign a Britam claim form.

Benefits requiring Pre-authorization of treatment:

i. Scheduled Inpatient hospital admission.

ii. Scheduled Day-case hospital admission.

iii. Childbirth/Delivery hospital admission.

iv. Out of Country inpatient treatment.

v. Physiotherapy Sessions.

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DECLARATION:

I/We confirm that I/we have read and understood the terms and conditions (as printed above) governing the provision of Medical insurance services, and agree to be bound by them.

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Appendix: 1

PREMIUM RATE TABLE

Cover	Particulars	Option 1	Option 2	Option 3	Option 4	Option 5
		(Kshs)	(Kshs)	(Kshs)	(Kshs)	(Kshs)
Inpatient Benefit	Total Shared Benefit	**75,000.00**	**100,000.00**	**200,000.00**	**300,000.00**	**500,000.00**
	Chronic/Pre-Existing Limit/COVID 19	37,500.00	50,000.00	100,000.00	150,000.00	250,000.00
	Maternity Benefit	20,000.00	20,000.00	20,000.00	30,000.00	30,000.00
	Ambulance Services(Emergency and Accidental)	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
	Last Expense	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Premium rates	**M**	**4,600.00**	**5,000.00**	**7,300.00**	**8,900.00**	**15,500.00**
	M+1	**7,000.00**	**7,500.00**	**10,600.00**	**12,900.00**	**20,500.00**
	M+2	**9,400.00**	**10,000.00**	**13,900.00**	**16,900.00**	**25,500.00**
	M+3	**11,800.00**	**12,500.00**	**17,200.00**	**20,900.00**	**30,500.00**
	M+4	**14,200.00**	**15,000.00**	**20,500.00**	**24,900.00**	**35,500.00**