Britam
With you every step of the way

Britam Last Expense Terms and Conditions

Introduction

This policy is issued to the Master Policyholder (Airtel Money Kenya Limited) in the schedule following a written proposal submitted to **Britam General Insurance Company (Kenya)** Limited, Emerging Consumer Segment (hereinafter referred to as the **"The Company"**).

Britam will issue this policy provided the Master Policyholder has remitted premium for the duration of the policy period as consideration for such insurance.

Eligibility and Membership:

An eligible person shall be:

- An Insured person aged from **18-70 years.**
- The maximum age of entry into the group cover is **65 years.**
- Children – from age of 30 days and not more than 24 years (unless proof of education provided)

Territorial limits:

This shall be within the territory of the Republic of Kenya.

Waiting period:

Those arranging this insurance for the first time shall wait for one (1) month before the insurance cover take effect for death due to illness or natural causes. No waiting period is applicable for accidental deaths.

1. The Last Expense Cover

1.1 By virtue of registering for this cover, you become a Britam Last Expense principal insured member and your registration, use and continuous usage of the service shall be deemed as acceptance of the terms.

1.2 The Company shall not be held liable for the provision of inaccurate information. You agree to bear all risks and consequences associated with your instructions that are sent or transmitted in error.

Claim Process

All the claims documentation for the relevant Benefit should be presented by a nominated beneficiary or authorized representative of the insured.

The claim must be accompanied by:

- Certified true copy of the original Death Certificate/ Burial Permit.
- ID or Passport Copy of deceased valid at the time of Death.
- ID or Passport Copy of claimant
- Any other documents pertaining to the claim which the Company may require.

2. Non-repudiation

2.1 Until and unless you notify the Company otherwise, all Instructions received by the Company which are associated with your Mobile Phone details shall be deemed to have come from you, and the Company shall be entitled to rely on such Instructions, whether they actually originated from you or not.

2.2 You acknowledge that the Company may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice or otherwise to the Company

3. Indemnity and Exclusion of Liability

3.1 We do not make any representations or warranties as to continuous, uninterrupted or secure access to the Service.

3.2 You agree to indemnify the Company and absolve us against any law suits, losses, charges, damages, liabilities, expenses (including legal fees), fees or claims (including claims by third parties) that the Company may suffer, as a consequence of your breach of these terms and conditions or as a result of any reliance by the Company on any instructions or information issued by yourself or purported to be issued by yourself and/or on your behalf.

3.3 The Company will not be responsible for any losses or damage in connection with the following unless procured through our own willful default, demonstrable negligence or fraud that may arise as a result of:

- a failure, malfunction, interruption or unavailability of the service due to your mobile phone apparatus, the mobile service provider, or the unavailability or any delays in the processing of requests on the service.

- Your failure to use or to give proper or complete instructions using the Policy holder's USSD platform.

- Your failure to comply with these Terms and Conditions; or

- Other circumstances whatsoever not within our control.

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

- The Insured Person being under the influence of alcohol, drugs or insanity.

- Diseases/Death caused and classified as pandemic,

- The Insured Person willfully exposing himself to needless peril.

- The Insured Person engaging in high risk activities.

3.5 Any of the following occurrences, namely:

- Active participation in warlike operations, civil war, labor disturbance, lock-out, riot or strike.

- Abandonment and/or permanent or temporary dispossession by order of any government de jure or defacto or by any public authority.

- Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege.

- The act of any lawfully established authority in controlling, preventing, suppressing or dealing with any occurrence referred to in Clauses (i), (ii), and (iii) above.

- Any act of terrorism

4. Termination and consequences of termination

4.1 You may terminate the use of this insurance cover through written instruction sent via email to emcservice@britam.com or sent through any Britam branch and disuse of the service to pay premium or purchase the product. Such requests will be effected within 5 working days of receipt of the termination notice by us. Any premium that may be outstanding at the time of such termination will remain payable through the Master Policyholder.

4.2 You will remain liable for any mobile payment service provider charges that may arise from the use of this Service, as per the mobile payment service provider's terms and conditions

5. Discontinuation of the Service

The service may be discontinued by the Master Policyholder at is sole discretion and at any time without prior notice to you.

The Master Policyholder may also suspend the service temporarily, without any notice to you, for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.

6. Disclosure

Information and instructions received from you through the service will be stored by the Company and accessed by employees of the Company in accordance with existing laws.

7. General terms

7.1. You may not transfer any right or obligation that arising under these terms and conditions without our express written consent.

7.2. No provision of this Agreement creates a partnership between us or makes you or us a commercial agent of the other for any purpose.

8. Governing Law and Dispute Resolution

8.1. These Terms and Conditions shall be governed by the Laws of Kenya.

8.2 You or your beneficiary may contact us through our customer care contacts provided on our Website to report any disputes, claims or discrepancies in the Service. Any dispute regarding the Services that is not resolved by our customer care representatives shall be escalated. If the parties fail to resolve the matter within thirty days of such escalation, either party may refer the dispute to arbitration under the Rules of Arbitration of the Chartered Institute of Arbitrators (Kenya Branch) and the provisions of the Arbitration Act 1995. Parties shall be bound by the subsequent arbitration award

About Britam

Britam Group Holdings Plc is a leading diversified financial services group listed on the Nairobi Securities Exchange and with a presence in seven countries in Africa namely; Kenya, Uganda, Tanzania, Rwanda, South Sudan, Mozambique and Malawi. The group offers a wide range of financial solutions in Life Assurance, General Insurance, Health Insurance, Retirement Planning, Investments and Property. These solutions enable our customers to protect and grow their wealth and achieve their financial goals every step of the way.