

Britam Personal Accident Terms and Conditions



Introduction

This policy is issued to the Master Policyholder (Transcom Media Limited) in the schedule following a written proposal submitted to **Britam MicroInsurance Company (Kenya) Limited**, (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 Insured person aged from 18-70 years.
- The maximum age of entry into the cover is 65 years.

Subject otherwise to the terms, exceptions and conditions of the policy.

Territorial limits:

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

Waiting period:

Will be indicated on the schedule of benefits. No waiting period is applicable for accidental claims

1. The Personal Accident Cover

Accidental Death Benefit

The policy covers the Insured Person if he/she suffers an Accident during the Policy Period and this is the sole and direct cause of his death from the date of the Accident.

Accidental Permanent Total Disability Benefit (Ptd)

The PTD benefit shall become payable when the Insured person becomes permanently unable to engage in any gainful occupation 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;

Claim Process

Death Claim

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

Disability Benefit (Total and Permanent Disability by Accident)

- Original Full and complete Medical Report
- Original Discharge summary if In-Hospitalization was involved from the treating Doctor or Hospital
- Any other documents the Company may require.

2. Non-repudiation

3.1 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.

3.2 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 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 claims in connection with the following;

- 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 hazardous activities
- Occasioned by preexisting physical defect or infirmity.

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. Any premium that may be outstanding at the time of such termination will remain payable through the 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 its 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 (as is deemed necessary) 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.