

POLICY DOCUMENT

PREAMBLE



This policy is issued to _____ following a written Proposal to **Britam General Insurance Company (Kenya) Limited** (hereinafter referred to as "**Company**") for the female wellness product (herein referred to as **MALKIA BY BRITAM**).

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.

This policy has been signed in on this _____ day of _____ 20 _____

BRITAM GENERAL INSURANCE)
COMPANY LIMITED – MICROINSURANCE DIVISION) *Tamara Kagame Themi*

AUTHORISED SIGNATORY
DESIGNATION

) _____  

)

)

DEFINITION OF INSURANCE TERMS

The terms defined below shall bear the meanings herein assigned to them and unless inconsistent with the context, all words and expressions importing the one gender shall include any other genders, words signifying the singular number shall include the plural and vice versa. Headings are solely for ease of reference and are not to be considered in the interpretation of the **POLICY**.

1. **Company:** Means Britam General Insurance Company (Kenya) Limited.
2. **Insured Person:** shall mean the person taking up the insurance cover and has paid the full premium.
3. **Proposal Form:** shall mean any signed application form, declaration or any memoranda supplied by the Policyholder/insured person or their appointed representative.
4. **Claimant:** Means a person in respect of whom a benefit is payable.
5. **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.
6. **Claim date:** Means the date of death or the date of occurrence of a Malkia cover or Dermatology benefit subject to the waiting period.
7. **Effective date:** Means the date on which the POLICY commences as set out in the SCHEDULE.
8. **Cancer Cover benefit:** Means the benefit as set out in the SCHEDULE, payable, subject to the terms and conditions of the POLICY, in the event that a POLICY HOLDER is diagnosed to suffer from the mentioned ILLNESSES.
9. **Cancer:** the presence and uncontrolled growth of tumours histologically classified as malignant and characterized by the uncontrolled growth and spread of malignant cells and with invasion of normal tissue.
Incontrovertible evidence of the invasion of tissue or definite histology of a malignant growth must be produced.
10. **Breast Cancer:** the presence and uncontrolled growth of tumours histologically classified as malignant arising from the breast tissues in women.
11. **Cervical Cancer:** the presence and uncontrolled growth of tumours histologically classified as malignant arising from the cervical tissues which is the lower, narrow end of the uterus that connects to the vagina
12. **Ovarian Cancer:** the presence and uncontrolled growth of tumours histologically classified as malignant arising from one or both of the ovaries
13. **Dermatology Benefit:** Means the benefit as set out in the SCHEDULE, payable, subject to the terms and conditions of the POLICY, in the event that a POLICY HOLDER is diagnosed to suffer from a Dermatological Condition.
14. **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.
15. **Policy holder:** Means a person meeting the conditions of a POLICY HOLDER as set out in the policy schedule.
16. **Entry date:** Means the date on which a POLICY HOLDER first becomes eligible for policy benefits under the POLICY. Such date may coincide with or follow the COMMENCEMENT DATE.
17. **Maximum entry age:** Means the maximum permissible age of any POLICY HOLDER at the ENTRY DATE as specified in the SCHEDULE.

18. **Policy:** Means this policy contracted between the Company and the POLICYHOLDER, together with the SCHEDULE thereto and as amended from time to time.
19. **Policy review date:** Means the date on which the POLICY is reviewed by the Company on notice.
20. **Policy year:** Means the period from the COMMENCEMENT DATE to the POLICY RENEWAL DATE and thereafter to the subsequent annual anniversaries of the POLICY RENEWAL DATE.
21. **Termination age:** Means the age as specified in the SCHEDULE at which a POLICY HOLDER's cover ceases.
22. **Termination date:** Means the day of the month in which a POLICY HOLDER attains the TERMINATION AGE; or the cover end date, whichever is earlier.
23. **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.
24. **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.
25. **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.
26. **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).
27. **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.
28. **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.
29. **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.
30. **Waiting period:** The period of time set by the insurer that the member will not get services upon approval of membership. The waiting period applies to specific illness, procedures and medical treatment. Waiting period will be waived where renewals are affected with another insurance provider within (1) one month of cover expiry.
31. **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.
32. **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.
33. **AI:** Artificial Intelligence.

SCOPE OF COVER

1. CANCER COVER

Cancer cover pays you a lump sum if you're diagnosed with any of the following illnesses.

- Cervical Cancer
- Breast Cancer
- Ovarian Cancer

Cancer Cover benefits will be paid out according to this schedule.

Condition	Benefit limits
Cancer Diagnosis	30% of Sum Insured
Beginning of treatment Radiotherapy/Chemotherapy/Surgery	70% of Sum Insured

2. LAST EXPENSE

This cover extends to cover last expense. This benefit caters for the cost of funeral expenses in the unfortunate event that a member passes on as a result of covered and/or uncovered 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, no waiting period for accidental deaths.

3. DERMATOLOGY COVER

This cover is customized to cover skin related treatments such as **acne, eczema and psoriasis**.

Benefits of the cover include:

- Consultation charges
- Skin screening/ analysis
- Surgery/ cosmetic procedures medically necessary
- Drugs and medicine

4. AI POWERED PREGNANCY SUPPORT

The product supports women through their pregnancy journey by offering the following services:

- Triaged care using Artificial Intelligence
- Friendly reminders and prompts
- 24/7 advisory on pregnancy and newborn information
- Mental health support

GENERAL CONDITIONS

1. ELIGIBILITY:

Minimum entry Age 18 year's Maximum entry Age 65 Years, Exit 70 years.

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

2. PREMIUMS:

Pursuant to Section 156 (1) of the Insurance Act Cap. 487, premium must be paid on or before the commencement of cover.

If the full amount of premium due is not received by the Company, cover shall cease as at the last day on which premiums paid were equal to premiums due by prorating the cover period to fit the premium paid, unless agreed otherwise in writing by the Company.

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.

3. 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.

4. WAITING PERIODS

- **Three (3) months** waiting period for dermatology cover.
- **Six (6) months** waiting period for the cancer cover.
- **No Waiting** period for accidental death and **30 days** waiting period for natural death.

5. 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.

6. 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 Kenya Medical Practitioners, Pharmacists 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.

7. TAXATION:

Where the Company is 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.

8. 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.

9. FRAUDULENT AND UNFOUNDED CLAIMS:

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

10. 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.

11. PREMIUM RATES:

Premium rates shall not be revised mid-policy. Premium rates shall be reviewed during renewal.

12. DATA PROTECTION AND PRIVACY:

Britam undertakes:

- 1.1 To comply with Data Protection Legislation, being the 2019 Data Protection Act, and all applicable laws and regulations including the Company's Data Protection Regulations and Privacy Notice, 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.
- 1.2 To 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 unauthorized persons have access to such data
- 1.3 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 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.
- 1.4 Further, the Company shall:
 - (i) Comply with its obligations under Data Protection Laws and its obligations with respect to personal data under this Agreement, and not do or permit anything to be done which might cause a breach of the Data Protection Laws.
 - (ii) Process the Personal Data only for the purposes of performing this Policy and in accordance with customers' consent.
 - (iii) Make timely notifications prior to carrying out any instruction with respect to processing that is or will be in breach of Data Protection Laws

- (iv) Not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorized to do so in writing by the customer;
 - (v) implement appropriate technical and organizational measures to ensure a level of security of the Personal Data appropriate to the risk in particular against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of, or access to the Personal Data.
 - (vi) Britam General Insurance (Kenya) Limited and its subsidiaries and affiliates ('Britam') will use the information supplied during the formation and performance of this policy for policy administration, customer services, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period.
 - (vii) Where sensitive personal data has been disclosed, including any medical information, Britam will also use this information for these purposes. Britam may also transfer certain information to countries that have the same or a similar level of data protection as Kenya for the above purposes. A contract will be in place to ensure the information transferred is protected.
 - (viii) Britam may record telephone calls for quality control, fraud prevention and staff training purposes.
 - (ix) When personal or sensitive data is supplied to Britam about third parties other than the Policyholder and or Insured Person(s), both during the formation and performance of this policy, Britam assumes that those third parties consent to the supply of this information to Britam, to Britam processing this data, including sensitive personal data, and to the transfer of their information abroad have been obtained by the Policyholder and/or Insured Person. Britam will also assume that the supplier of the information is authorized to receive, on their behalf, any data protection notices pertaining to the Data Subject.
- 1.5 Britam may share personal and sensitive personal information with the following organizations for the purposes described above:
- (i) Our connected companies, service providers, agents and subcontractors, including claims investigators.
 - (ii) Our reinsurers who use this information to assess the terms of specific policies and
 - (iii) to administer our insurance policies generally;
 - (iv) Other insurance companies about insurance policies the Policyholder and or Insured Person(s) may have;
 - (v) The police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.
 - (vi) Britam works with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this Britam will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. Britam may also use commercially available databases to prevent money laundering. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

- 1.6 Individuals whose information has been supplied to Britam are entitled to:
- (i) be informed of the use to which their personal data is to be put;
 - (ii) access their personal data in Britam Custody.
 - (iii) object to the processing of all or part of their personal data;
 - (iv) correction of false or misleading data; and
 - (v) deletion of false or misleading data about them.
- 1.6.1 The Individuals may exercise the above rights by contacting Britam through a copy of that information on payment of a fee and to have any inaccuracies corrected.
- 1.6.2 Such information is available by contacting the Legal and Compliance Officer at Britam General Insurance(Kenya) Limited.
- 1.7 We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

EXCLUSIONS AND LIMITATIONS

No benefit will be paid in terms of this POLICY if, in the opinion of the Company, the claim arose, either directly or indirectly, from:

Cancer Benefit:

- a) Any pre-existing conditions or related condition(s) or any complications arising thereof for which the insured has been diagnosed, received medical treatment, had signs and/or symptoms prior to inception of this Policy, unless such a condition is stated in the Proposal form and specifically accepted by us and evidenced by annotation on the policy schedule.
- b) Any other illnesses not specified under the conditions above.
- c) Any cancer diagnosed or treated prior to the effective date of this policy or within a specified waiting period, is excluded from coverage.
- d) All tumours which are histologically described as pre-malignant, as non-invasive, as cancer in situ, having borderline malignancy or having low malignant potential.

Dermatology Benefit:

- a) Coverage does not extend to treatments or procedures primarily for cosmetic purposes, including but not limited to facelifts, Botox injections and laser hair removal.
- b) Treatments or procedures considered experimental, unproven or not widely accepted within the standard of medical practice are not covered.
- c) Injuries or conditions resulting from intentional self-harm or abuse are excluded from coverage.
- d) Treatment or expenses related to over-the-counter medications or topical applications are not covered under this policy.
- e) Allergic reactions to non-prescription products, such as cosmetics or household items, are not covered under this policy.
- f) Complications or treatments arising from cosmetic procedures not medically necessary are excluded from coverage.
- g) Coverage for skin cancer may be subject to limitations or exclusions as specified in the policy.
- h) Expenses related to tattoo removal or complications from tattooing are not covered under this policy.
- i) Skin conditions arising from occupational hazards may be excluded if covered under workers' compensation.

Schedule of benefits:

Premium Rate Table

	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5	OPTION 6	OPTION 7
Cancer Cover	50,000	75,000	100,000	200,000	300,000	400,000	500,000
Dermatology cover	15,000	15,000	15,000	30,000	30,000	30,000	30,000
Last Expense	20,000	20,000	30,000	30,000	40,000	40,000	50,000
PREMIUM BREAKDOWN							
18- 30 years	620	630	670	1,175	1,235	1,255	1,315
30- 50 years	680	720	790	1,415	1,590	1,730	1,900
50-70 years	800	890	1020	1,870	2,270	2,640	3,040

Optional benefit

AI-Assisted Pregnancy Support	KES 500
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Appendix: 1

Cancer Conditions:

- Cervical Cancer
- Breast Cancer
- Ovarian Cancer

Dermatology cover

- Consultation charges
- Skin screening/ analysis
- Drugs and medicine
- Surgery/ cosmetic procedures medically necessary

AI powered pregnancy support

- Triaged care using Artificial Intelligence
- Friendly reminders and prompts
- 24/7 advisory on pregnancy and newborn information
- Mental health support