

Britam

With you every step of the way

POLICY DOCUMENT

PREAMBLE

This Policy ("the Policy") WITNESSES that Britam General Insurance Company (Kenya) Limited (hereinafter called the "Company") agrees to pay to the insurer the amounts of benefits set out in the Register of Lives Assured subject always to the conditions and privileges captured on this document. The Policy is issued in consideration of the application of the Policyholder and made a part hereof and of the payment by the policyholder of the premium as herein provided.

1. DEFINITIONS AND INTERPRETATIONS

The terms defined below shall bear the meanings herein assigned to them and unless inconsistent with the context, all words and expressions importing one gender shall include any other gender, 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. Group personal accident policy: provides insurance coverage against the risk of death / injury during the policy period sustained due to an accident caused by violent, visible and external means.
2. Insured -means registered Safaricom clients in whose name the Policy is issued and named as Insured in the policy Schedule.
3. Policyholder: This shall be the entity/group/company who purchases the policy and pays premium for the chosen benefit of Group personal accident insurance cover. This will also be referred to as a policy.
4. Sum Assured: - means the sum as specified in the Schedule to this Policy against the name of Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy.
5. 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.
6. Proposal/Application: means the insured person statements while signing up for this policy submitted digitally by the insured along with any other required information.
7. Life Assured: The life of the insured defined in clause 2 above whose name appears in the schedule attached hereto as Members of the scheme.
8. Cover Period: The duration of the policy which shall encompass the exact date of policy inception and exact date of expiration.
9. Entry date: The date on which a person commences cover under this arrangement and shall mean the date on which the insured's name shall be entered into the schedule of assured lives.
10. Cost per period: shall mean premium payable within the specified cover period.
11. Company: shall mean Britam General Insurance Company(Kenya) Limited.
12. Death Benefit: means the benefit payable upon the death of an insured as set out in the SCHEDULE and subject to the terms and conditions of the POLICY.

13. Eligible Beneficiary: shall mean the person or entity entitled to receive the claim amount and other benefits upon the death of the benefactor.
14. Policy: Means the Group accident (GPA) policy contracted between the COMPANY and the POLICY HOLDER, together with the schedule attached hereto, as amended from time to time.
15. Policy schedule: Means the schedule attached hereto forming part of the Policy.
16. Hospitalization: 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.
17. Accident: a single physical event that occurs by chance and is caused by sudden, external, and identifiable means that could not have been expected by the Insured Person. An Accident must occur both during the Period of Insurance and the Insured Person's Effective Period of Cover.
18. Accidental Death: means death arising from bodily injury which:
 - Was caused solely and directly by violent accidental and visible means; and
 - Is the sole direct and proximate cause of death; and
 - Was sustained after the policy commencement date.
 - Was not intentionally self-inflicted (whether sane or insane).
19. Permanent and total disability: The inability to work in a person's occupation for which they are suited by training, education, or experience.
20. 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
21. 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.
22. Deferred Period: A period of time (three months for Disability Benefit) after the date of disability of the Life Assured before whose expiry the TPD benefit shall not be payable.
23. 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.

2. POLICY SUMMARY

THIS POLICY WITNESSETH that if during the Period of Insurance any life assured shall suffer bodily injury resulting solely and directly from an accident caused by violent external and visible means then the Insurers shall pay to the Insured or to his legal personal representative the sum stated under the appropriate item as being payable in respect of such bodily injury.

This product seeks to cover the Safaricom subscribers based on the declared sum assured in the event of death or accidental total and permanent disability. The cover will be administered by the Service Provider Company.

- The product covers the insured which is based on the declared sum assured in the event of death. It extends to cover medical expenses & Total and permanent disability due to an accident.
- It has a fixed benefit.

3. ELIGIBILITY AND MEMBERSHIP

An eligible person shall be:

- 18 years and above and should be a duly registered Safaricom Sim card user.

4. COVER BENEFITS

A. PERMANENT TOTAL DISABILITY COVER (PTD)

- i. The benefit shall become payable when the Life Assured becomes permanently unable to engage in any gainful occupation or employment for compensation or profit for which he insured is reasonable qualified by education, training or experience for the remainder of the insured's life because of an injury or illness; a deferred period of three months from the date of disablement.
- ii. The PTD benefit shall be a lump sum payment of the Sum assured amount.
- iii. The Company must be advised of all claims within thirty (30) days of the Life Assured's Permanent and total Disablement.
- iv. In order for one to qualify for PTD benefit, the insured must provide a medical report and be certified by a qualified medical practitioner, recommended, recognized and appointed by the Company to be totally and permanently unfit to carry out any gainful occupation or employment for compensation or profit for which the insured is y qualified by education, training or experience for the remainder of the insured's life;
- v. In case of an employed individual, a letter from the employer confirming that the individual has been terminated from employment due to a PTD will be required.
- vi. The claimant must present himself to the recommended Company doctor for review within 30 days from the date of advice by the Company to do so, failure to which the claim shall become inadmissible.
- vii. The Company may request any additional documentation it may require to assess the validity of any claim submitted.
- viii. The PTD cover will be offered in conjunction with Britam General Insurance Company (Kenya) Limited.

B. 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, then we will pay the Sum Insured.

C. MEDICAL EXPENSES

Bodily injury due to an accident that shall solely and directly be the cause of the Insured requiring medical treatment the refunding/reimbursement of expenses necessarily incurred and paid up to but not exceeding the sum specified in the schedule for any one accident.

5. ENTRY DATE/PERIOD OF COVER

This policy provides personal accident cover and shall remain valid and enforceable for the period expressly agreed upon by the policyholder and the Insurer. The agreed will be subject to renewal by mutual consent. The cover shall commence at midnight proceeding the day of purchase of the bundle.

6. PAYMENT OF PREMIUMS

- a) Premiums shall be payable on the rates set out in the policy schedule.
- b) Premiums shall be paid prior to accessing the insurance package chosen by the insured.
- c) Premiums will be paid less the basic pay based on debit notes that will be periodically sent to the policy holder by the insurer.
- d) 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.
- e) The insurer reserves the right to review the premium payable in future. If, in the opinion of the insurer'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 to maintain the current benefits OR to have benefits reduced or restricted proportionately to match the revised premium.

7. PAYMENT OF DEATH BENEFITS

- a) The company shall remit the proceeds of this policy i.e., the death benefit to the insured's dependents and Heirs upon the demise provided the death is as a consequence of an accident.
- b) The amount of death benefit payable will be determined on the basis set out in the schedule of assured lives.

8. CESSATION OF BENEFITS

Notwithstanding any other provisions in the policy the cover in respect of an insured shall cease immediately upon: -

- a) the non-payment of premiums; or
- b) the payment of the DEATH BENEFIT

9. POLICY INFORMATION AND ADMINISTRATION

- a) The Policyholder shall upon request from the company provide all information relevant to the determination of benefits and premiums. This shall include details of the premium payable in respect of eligible subscribers.
- b) This information must be availed within 24 hours after commencement of the policy period.
- c) The company will accept and confirm cover based on information provided by the policyholder.
- d) In the event that any information is not provided within 24 hours of it being requested, and if it is material to the company's ability to meet its obligation in terms of the policy, the company may give the policy 2 week written notice of its intention to terminate the policy. Upon expiry of the two week notice period the policy shall cease unless it is expressly agreed otherwise in writing
- e) The company shall not be responsible to any person(s) in respect of misrepresentation error/ omission contained in the information provided.

10.DISPUTE RESOLUTION

Any claim, controversy or dispute between the COMPANY and the POLICYHOLDER and or the insured, other than any claim, controversy or dispute in which a Party seeks equitable relief, will be settled as follows:

- a) All disputes arising out of interpretation of this agreement between the Parties with respect to any subject listed in the preceding paragraphs will be escalated through normal business procedures to the Head of Emerging Consumers and Head of General Insurance if the same is deemed irresolvable the injured party shall refer the issue for Arbitration.
- b) Any disputes not resolved as per clause A above shall be referred to Arbitrators, one to be appointed by each party and subject to the provisions of the Arbitration Act 1995 or any other statutory replacement or modification thereof for the time being in force in Kenya.
- c) Any claim, controversy or dispute in respect to implementation of this agreement will be escalated through normal business procedures to the Director of Emerging Consumer, if the same is deemed irresolvable the injured party can seek redress from a Kenyan Court of appropriate jurisdiction.

11.FRAUD AND MISREPRESENTATION

- a) In deciding to provide this Coverage and in setting the terms and premium the Company has relied on the information that has been provided by the Policyholder (and Insured Person) must take care when answering any question to ensure that all information is accurate and complete.
- b) The Policyholder (and Insured Person) must inform the Company, as soon as possible, if there are any changes to the information that has already been provided.
- c) Coverage shall be void if the Insured Person deliberately or recklessly provides false information to the Company whether at inception, when advising of a change or when making a claim.
- d) If the Insured Person is careless in providing information to the Company, then the Company may amend the Coverage by making an appropriate adjustment to the premium, amend the terms of the policy or cancel the policy in accordance with the policy conditions.

12.TAX OBLIGATION

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.GENERAL POLICY CONDITIONS

A. Currency

All amounts payable in terms of the POLICY, either to or by the Company, are payable in the currency of the Republic of Kenya at the registered office of the Company.

B. Law

Any question of law arising under the POLICY shall be decided according to the relevant laws of the Republic of Kenya.

C. Discharge to the Company

Payment by the Company to the POLICYHOLDER of any amounts due in terms of the POLICY shall be a full and final discharge of the Company's obligations in respect of such amount due.

D. Decisions not a precedent

No waiver of rights or latitude or indulgence granted by the Company in any instance shall create a precedent or be construed as in any way altering the terms of the POLICY.

E. Surrender value

The POLICY shall not participate in the profits of the Company nor shall it have any surrender value.

F. Inspection of records

The Company shall have the right and opportunity at all times to inspect and make copies of the records subscribers and/or POLICYHOLDER and/or call for auditor's certification in respect of these records for any purpose relating to this POLICY.

G. Assignment

Neither Party shall assign, delegate, transfer or subcontract or otherwise dispose any of its rights and obligations arising out of this Agreement without the written consent of the other Party.

H. 24 Hours cover

It is hereby declared and agreed that the cover provided by this policy runs for twenty- four hours.

I. JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

- a) Compensation for damage in respect of Judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.
- b) Costs and expenses and litigation recovered by any claimant from the insured, which are not incurred in and recoverable in Kenya.

14.GENERAL EXCLUSIONS AND LIMITATIONS

Notwithstanding anything contained in the schedule of lives and or any endorsement attached to the Policy, no benefit will be payable if the eligible policyholder's death occurs directly or indirectly as consequence of the following circumstances:

1. Attempted suicide or self-inflicted injury whilst sane or insane
2. Any breach of the law by the member of any assault provoked by him.
3. Accidents caused using intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified medical practitioner, but not for the treatment of drug addiction.
4. Any disease or medical impairment from which the insured was suffering or had a serious history at the commencement of the cover or his date of entry if later, applicable for new joiners only.
5. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.

6. 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 de facto or by any public authority.
7. 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.
8. Any act, including but not limited to labor disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
9. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 4 above.
10. Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above.
11. For the purposes of clauses 4, 5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause 4 shall not be excluded.
12. In any action, suit or other proceeding where the insurer alleges that by reason of these provisions any loss, damage, cost or expense is not covered by this Insurance Agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.
13. Political risk and terrorism exclusion clause- The following shall be excluded from this Agreement:
14. Terrorism exclusion clause- Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this insurance agreement does not cover any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force and/or the threat thereof, whether as an act harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organization(s) or government (s) or any 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.

15. CLAIMS PROCESS

a) ACCIDENTAL HOSPITALIZATION

- i. Client will pay the hospital bill and submit; discharge summary, hospital bill/invoice, payment receipts and police abstract to Britam for claim processing within 5 days after hospitalization.
- ii. Britam will review the received claims and notify the client that the claim has been approved or rejected.
- iii. For approved claims payment will be made to the client via the registered mobile money account up to the cover limit.

Claims documentation should be supported by:

- ID or passport copy of the insured.
- Hospital invoice/ bill
- Payment receipt
- Discharge/case summary
- Police abstract

b) ACCIDENTAL DEATH CLAIMS PROCESS

- i. Next of kin notifies Britam of the death of the policy holder.
- ii. Britam sends claimant the claim form.
- iii. Claimant submits all required documents within 14 days after death of the assured.
- iv. Britam notifies the claimant that the claim has been approved or rejected.
- v. For approved claims, Britam makes payments to claimants through mobile money up to the cover limits.

Claims documentation should be supported by:

- Certified copy of Burial Permit.
- Certified copy of ID card of the Deceased and Claimant
- Filled Britam mobile money form
- Hospital/ postmortem report
- Police abstract

c) PERMANENT TOTAL DISABILITY

Claims documentation should be supported by:

- ID or passport copy of the insured.
- Medical report proving disability.
- Hospital invoice/ bill
- Payment receipt
- Discharge/case summary
- Police abstract (where applicable)

DECLARATION

We confirm that we have read and understood the terms and conditions (as printed above) governing the provision of Group Personal Accident Insurance Cover and agree to be bound by them.

SIGNED BY:

FOR: BRITAM GENERAL INSURANCE COMPANY (KENYA) LIMITED



NAME: _ James Theuri _____ SIGNATURE: _____ DATE: __21/02/2023_____

AUTHORIZED SIGNATORY

APPENDIX:1

POLICY BENEFITS SCHEDULE

Bundle Cost	Ksh 30	Ksh 60	Ksh 120
OFFER	150MB + Britam personal accident cover	400MB + Britam personal accident cover	1.2GB + Britam personal accident cover
PERMANENT TOTAL DISABILITY	Ksh 50,000	Ksh 50,000	Ksh 100,000
ACCIDENTAL DEATH BENEFIT	Ksh 50,000	Ksh 50,000	Ksh 100,000
ACCIDENTAL MEDICAL EXPENSES	Ksh 15,000	Ksh 15,000	Ksh 30,000

Note:

- Accidental Medical Expenses- Hospitalization resulting from an accident.