

Britam

With you every step of the way

POLICY DOCUMENT

PREAMBLE

This Policy ("**the Policy**") WITNESSES that Britam Microinsurance 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.

Signed for the company.



MANAGER UNDERWRITING AND SALES OPERATIONS
MICROINSURANCE DIVISION

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 Microinsurance 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. Airline:** A company that provides air transport services for passengers and cargo.
- 24. 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.

This product extends to cover phone liquid damage (repair or replacement costs of phone/tablet that have been damaged by liquid e.g., water) and loss of checked in baggage (Flights only)

3. ELIGIBILITY AND MEMBERSHIP

An eligible person shall be:

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

4. COVER BENEFITS

A. PERMANENT TOTAL DISABILITY COVER (PTD)

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.

- i. The PTD benefit shall be a lump sum payment of the Sum assured amount.
- ii. The Company must be advised of all claims within thirty (30) days of the Life Assured's Permanent and total disablement.
- iii. 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;
- iv. 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;
- v. 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.
- vi. The Company may request any additional documentation it may require to assess the validity of any claim submitted.

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.

D. PHONE LIQUID DAMAGE

This policy covers for the repair or replacement costs of phone/tablet that have been damaged by liquid e.g. water.

The coverage includes accidental spills, drops in water, immersion or any other liquid related incidents that harm the device.

E. LOSS OF LUGGAGE

This policy provides coverage for the loss, damage or theft of luggage that has been checked in with airlines during the journey.

5. ENTRY DATE/ PERIOD OF COVER

This policy provides personal accident, loss of baggage and phone liquid damage cover and shall remain valid and enforceable for the period expressly agreed upon by the policyholder and the Insurer. The agreement 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) 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 in order 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 weeks' 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 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) **Twenty-four (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:
 - Compensation for damage in respect of Judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.
 - Costs and expenses and litigation recovered by any claimant from the insured, which are not incurred in and recoverable in Kenya.
- j) The Insured shall take all reasonable precautions for the safety of the property and shall act with reasonable dispatch in all circumstances within their control.
- k) The insured or representative shall give notice in writing with full particulars of the claim upon occurrence of any incident covered within this policy.

14. GENERAL EXCLUSIONS AND LIMITATIONS

The Insurer shall not be liable in respect of bodily injury: -

- a) Occasioned or contributed to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or due to intentional self-injury whether criminal or not.
- b) Sustained whilst the life assured is under the influence of intoxicants or is suffering from insanity or venereal disease.
- c) Occasioned or contributed to by childbirth or pregnancy in the case of women.
- d) Sustained whilst the life assured is engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst being in or upon or entering or dismounting from or travelling as a passenger in a fully-licensed heavier-than-air aircraft operated by a recognized airline on a scheduled service or a fully-licensed twin-engine or multi-engine heavier-than-air aircraft lawfully operated on an individual charter for hire or reward.
- e) Sustained whilst the insured is engaged in hunting, steeple chasing, racing of any kind (other than on foot), rugby, football, polo, motor cycling, mountaineering or winter sports, skiing or parachuting except and insofar as the insurers have by endorsement agreed to extend this insurance.
- f) While the insured person willfully exposing himself to needless peril (except in attempt to save human life) or committing or attempting to commit suicide whether felonious or not. In respect of death or disablement of any person consequent upon an accident occurring before such person attains the age of 18 years or after the expiry of the period of insurance during which such person attains the age of 70 years.
- g) Occasioned by pre-existing physical defect or infirmity.

In respect of phone liquid damage:

- a) Theft or loss of the device
- b) Damage due to intentional act or willful neglect
- c) Damage caused by unauthorized repairs.
- d) Damage arising before coverage period.

In respect of loss of baggage:

- a) Loss or damage due to the willful or negligent act or with the connivance of the Insured.
- b) Loss or damage which is covered by any other policy that the client already has that covers the insured events.
- c) Any loss or damage directly or indirectly proximately or remotely occasioned by contributed to or traceable to or arising out of or in connection with fire and explosion, war, terrorism.
- d) Loss or damage that has not been reported to the relevant authorities.

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)

D. LOSS OF LUGGAGE

The claim must be submitted within **7 days** upon end of trip. Any claim submitted after this time shall not be admissible. Claim shall be payable once the luggage has been officially declared lost by the airline.

For a loss of luggage, we'll need the following documents:

- ID copy of the claimant
- Luggage Checked-in confirmation.
- Police Abstract.
- Report from the airline confirming the loss.
- Filled Britam Mobile Money Form

E. PHONE LIQUID DAMAGE

The claim must be submitted within **24 hours** upon end of trip. Any claim submitted after this time shall not be admissible.

For a Liquid protection cover, we'll need the following documents:

- ID copy of the claimant
- A report from a repair shop with a receipt of repair charges.
- Filled Britam Mobile Money Form

16.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.

FOR: SAFARICOM Technologies Ltd

NAME: _____ SIGNATURE: _____ DATE: _____

APPENDIX:1

POLICY BENEFITS SCHEDULE

Benefits	Limits
Accidental Death	100,000
Accidental Permanent Disability	100,000
Accidental hospitalization expenses	30,000
Phone liquid damage	5,000
Emergency evacuation	20,000
Loss of checked baggage (flights only)	5,000
Daily individual Premium	10