

# INPATIENT AND HOSPITAL CASH POLICY DOCUMENT

**PREAMBLE**

This policy is issued to \_\_\_\_\_; Policy number \_\_\_\_\_, following a written proposal to Britam General Insurance Company (Kenya) Limited - Emerging Consumers Division (hereinafter referred to as Britam).

The application form 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 first monthly premium as consideration for such insurance.

This will be subject to the provisions, exclusions and conditions herein. The insured shall be deemed to have disclosed all material facts relating to the risk insured by this policy in the Application Form or separately in a letter. In the event of wilful misrepresentation or non-disclosure of such facts the Company shall be entitled to avoid this Policy and all premiums paid in respect of the Member so affected shall be forfeited.

This cover will run as from \_\_\_\_\_ to \_\_\_\_\_

This policy has been signed in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signed for and on behalf of the Company**

\_\_\_\_\_  
**Principal Officer**

**Examined by:**

**Name:**

**Policy Number:**

**Date:**

## DEFINITION OF INSURANCE TERMS

1. **Accidental injury** shall be as a result of an event not expressly excluded under the Policy Contract and which occurs within the Policy period. It includes any unexpected personal injury resulting from any unsought for mishap or occurrence; any unpleasant or unfortunate occurrence that causes injury, loss, suffering, or death; some outward occurrences aside from the usual course of events. An event that takes place without one's foresight or expectation; an un-designed, sudden, and unexpected event.
2. **Bed Limit:** shall mean the amount charged by a Hospital for the occupancy of a bed on per day (24 hours) basis
3. **Cancellation:** These are the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice.
4. **Chronic condition:** This is a disease, illness or injury which has at least one of the following characteristics; has no known cure, likely to recur, needs indefinite prolonged supervision and treatment by a specialist, permanent in nature and caused by changes in the body that cannot be reversed. Some examples of common chronic conditions include: asthma, diabetes, arthritis, chronic obstructive pulmonary disease, heart disease, cancer, malignancies and epilepsy.
5. **Congenital Condition:** Any genetic, physical, or biochemical (metabolic) defect, disease, or malformation (which may be hereditary or due to an influence during gestation), and which may or may not be obvious at birth.
6. **Co-payment:** This is a cost-sharing requirement under a health insurance policy that provides that the Insured person will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the sum insured.
7. **Dependant** shall mean a Policyholder's legal spouse (one only), biological children and legally adopted children.
8. **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.
9. **Effective Date:** Cover will become effective once the first monthly premium has been paid and written confirmation of application and terms given by Britam Insurance; notwithstanding the fact that payment may have been received. All membership benefits commence after the waiting periods has been served except for hospitalization following an accident, which is covered from the date of commencement of cover.
10. **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.
11. **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.
12. **Hospitalization or Hospitalized:** 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.

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13. **Injury:** Means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
14. **Illness:** Means sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
15. **Insured Group:** Means any registered association of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. Non-employer groups, like employee associations, where insurance is offered as an add-on benefit, professional associations or societies may also be treated as a group. However, an association of persons coming together with a purpose of availing an insurance cover will not be treated as a group for the purpose of this policy.
16. **Insured Person** shall include Policyholder and their duly registered Dependants under this Policy Contract.
17. **MER** is a Medical Examination Report requested by the Company on any Insured Persons who may have conditions that need clear indication of treatment.
18. **Network hospital/panel hospital:** All such Hospitals, Day Care centres or other providers that the insurance company has mutually agreed with, to provide services to policyholders. The list is available with the insurer and subject to amendment from time to time.
19. **Pandemic:** refers to a condition or disease spread over country or several countries or continents, usually affecting a large number of people. The spread could be from common source, propagated or mixed epidemics.
20. **Period of Insurance:** The period from the effective date to the renewal date and each twelve-month period, or any such period as may be agreed between the parties, from the renewal date thereafter.
21. **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.
22. **Policyholder (Principal Member)** shall mean any member or staff of an insured group who has applied to the Company for membership with prior consent of the Client by submitting an application form and a declaration of health and whose application shall have been accepted by the Company in writing or issuance of a Member's photo card. Dependants of the Policyholder detailed in the application for membership shall be deemed to be covered under the Policy Contract.
23. **Policy Document:** means this policy wording the Schedule (which is attached to and forms part of this Policy and includes any Annexure or endorsement to it and if more than one then the latest in time) the Proposal Form and the Scheme Rules.
24. **Pre-Authorization:** This is a written approval that an insured member may need to access certain medical services according to the scope of their medical cover. It is a promise to cover the medical case as per the medical report received by the insurer.
25. **Pre-existing Condition:** This is a medical condition; which can be medically proven that a member had, or was known by the member to exist prior to the commencement date or prior to

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upgrading, whether or not treatment or advice or diagnosis was sought and received. It is any condition diagnosed before expiry of 90 days from the commencement date.

26. **Proposal Form** shall mean any signed application form, declaration or any memoranda supplied by the Policyholder or their appointed representative.
27. **Reasonable and regular costs** shall mean those expenses or charges that do not exceed the general level charged in that hospital or medical facility where such costs incurred, when furnishing comparable treatment, consultation or medication to persons of the same sex and similar age for a similar injury or disease.
28. **Renewal:** This 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.
29. **Sports:** Dangerous sports shall include sky-riding/racing, rugby, horse racing, motor cycling, driving in any kind of race, polo, mountaineering and any especially hazardous pursuit.
30. **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).
31. **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.
32. **Waiting period:** This is the period of time set by insurer that the member will not get services upon approval of membership. The waiting period applies to specific illnesses, procedures and medical treatment. Members who are on transfer will have to provide proof of previous cover and claims experience for consideration of waiver of waiting.
33. **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.

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## **POLICY CONTRACT WORDING**

Whereas the Policyholder in this Policy Contract has, by a declaration, applied to **BRITAM GENERAL INSURANCE COMPANY(KENYA) LIMITED** for **AFYA TELE INPATIENT MEDICAL COVER (including last expense)** and **DAILY HOSPITAL CASH cover**, the **Company** agrees to:

1. Provide medical insurance cover for treatment of illness or disease and/or accidental bodily injury as limited by the schedule of benefits purchased, as outlined in the Schedule of Benefits section.
2. Pay the sum assured stated under the Last Expense Benefit in the said Schedule of Benefits, to the Client on behalf of the named beneficiary or to the named beneficiary, to whom the sum assured is made payable, upon providing a written proof satisfactory to the Company of:
  - a. The death of the Policyholder or Dependant;
  - b. The title and the identity of the claimant or claimants; and
  - c. The correctness of the date of birth of the Policyholder and /or Dependants stated in the list of Dependants and declaration,
3. Provide daily hospital cash Benefit as limited by the schedule of benefits purchased, as outlined in the Schedule of Benefits section.

Subject to the terms, conditions and exclusions contained or endorsed on this Policy Contract and PROVIDED that the Declaration by the Policyholder has been accepted by the Company, shall be incorporated in and form the basis of this contract, and the Client shall have, on behalf of the Policyholder, paid the Company the monthly premium in advance to obtain cover.

This Policy Contract, the Schedule, any endorsement and Memorandum of Understanding thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy Contractor Schedule shall bear such meaning throughout.

The following shall be the conditions precedent to any liability to the Company: -

1. Observation of the terms of this Policy Contract relating to any requirement to be complied with by the Policyholder or the Dependant.
2. The factual accuracy of the policyholder details provided to the company.

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## SCOPE OF COVER

### I. INPATIENT MEDICAL COVER

The Policy covers Inpatient treatment up to the limit applied for, for treatment which includes reasonable costs incurred at duly appointed hospitals in connection with:

1. Daily bed charges and the cost of maintaining the Insured Person in a General Ward Bed.
2. General consultation by a General Practitioner.
3. Surgeon's, Physician's and Anaesthetist's fees and charges for use of operating theatres.
4. Cost of prescribed effective generics drugs (unless there is serious need to use branded drugs) and dressings.
5. Laboratory investigations, X-rays, Radiotherapy or Chemotherapy.
6. Scans and Ultra Sounds are restricted to only once in a year per person.
7. Chronic conditions (both newly diagnosed, prior diagnosed) and pre-existing conditions shall be covered within the IP Chronic and pre-existing conditions sub-limit benefit.
8. COVID-19 shall be covered up to the limit provided in the Schedule of benefits.
9. Lodger fees payable for children under the age of 8 years.

### II. DAILY HOSPITAL CASH BENEFIT

In the event of hospitalization of the Insured Person in any of the company's accredited hospitals due to any illness for a consecutive period of more than 48 hours, a daily benefit **(from the 3<sup>rd</sup> day onwards)** as mentioned in the Schedule of the Policy is payable for a maximum of **30 days** during the entire policy period. Admissions due to elective Surgeries and chronic conditions will be payable to a maximum of **15 days**.

Benefits will be payable by the Insurer in **Kenya Shillings** to the Insured person, by way of the direct deposit or electronic transfer of immediately available funds into the Insured person's account.

The Daily Hospital Cash Benefit **shall only apply to the Principal Member**.

### III. DEATH BENEFIT

On death of any Insured Person during the term of cover while the policy is maintained in force by way of premium payment, the Company shall pay the amount of Last Expense Benefit as shown on the Schedule of Benefits, and as applied in the Proposal form, or following an endorsement, upon submission of written proof satisfactory to the Company of the death of the Policyholder.

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## ELIGIBILITY AND MEMBERSHIP

### 1. AGE LIMIT:

An eligible person shall be:

- i. An insured member aged from **18-65 years**.
- ii. Spouse to the member aged between **18-65 years**.
- iii. Children – from age of **38 weeks** (on condition that they were clinically discharged from hospital) or children who are discharged from hospital and not more than **24 years** (if proof is provided to show that they are full time students at university or regular college/tertiary institution for those above **18 years** at the date of joining cover). Disabled children will be covered without any age limit since they are not self-supporting, on condition of the principal member being on cover.
- iv. Maximum joining age **65 years**. Maximum exit age is **70 years**.
- v. Eligible dependants include one spouse, own children and legally adopted children.

### 2. IDENTIFICATION:

All persons who qualify and become Insured Persons shall be issued with **Photo-Cards** upon production of their latest passport-size photographs. The cards shall be the only mode of identification at the appointed medical facilities and any loss must be reported immediately for replacement (**at the Policyholder's cost**). Insured Persons **without Photo-Cards** will only be treated once written authorization has been given from Britam.

### 3. WAITING PERIOD:

The following waiting periods will apply:

Benefit	Waiting Period
Illness	1 month
Natural Death	1 month
Surgery (abdominal surgery due to acute abdomen, appendectomy due to acute appendicitis and cholecystectomy due to acute cholecystitis.)	1 month
Surgery (All other surgeries)	12 months
Chronic and Pre-existing conditions	12 months
Hospital Cash	1 month

Members who are on transfer will have to provide proof of previous cover and claims experience for consideration of waiver of waiting.

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#### 4. PREMIUM DEFAULT:

If the policyholder defaults on monthly premium payment, the policy shall become voided. Any subsequent payments after default shall result in a new policy, within which the policyholder **has to serve the waiting periods** specified in this document. The new policy shall also be treated as a new contract and shall therefore be subject to such terms and conditions as shall be prevailing at the time including any amendments, additions, exclusions, increase in annual premium or any other conditions laid out by the Company.

#### 5. PREMIUMS:

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.

This condition may be evoked at the discretion of the Company when the portfolio claims experience exceed **Sixty (60%) per cent.**

Premium payment made based on a quotation and a schedule of members will mean that the **Company** will be obligated to pay claims based on the provided schedule. The **Company** will not accept liability for a claim incurred by a member who is not part of the schedule. The **Company** will not refund premium for members on schedule who have not applied for cover during the cover period.

#### 6. TERMINATION:

The insurance shall cease in respect of: -

- a) **Insured Persons (Children)** on the annual renewal date coincident with or immediately following the attainment of eighteen (18) years of age. Thereafter, such Insured Person may if desired continue to be insured by this Policy, provided that his permanent residence shall not have changed and shall continue as a member of the same family/household as hitherto except when attending school elsewhere. Such insurance cover shall remain in force until annual Renewal Date coincident with or immediately following such insured person's attainment of twenty-five (25) years of age.
- b) The dependants of an Insured Person upon the death of such insured person, members of his family who were entitled to benefit as his dependants at the time of his death may continue to be insured for the remainder of the period of Insurance within which such death shall have occurred, upon written request by the Insured.

#### 7. CANCELLATION OF COVER:

The policy may be cancelled by either party by giving not less than 90 days' written notice to the last known registered address. There will be no premium refund upon cancellation of the policy on the effective date of cancellation.

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## 8. SUICIDE:

If the **Policyholder** commits suicide, while sane or insane, within **one (1) year** from the Date of Issue of this policy, the Policy shall be void, a refund of premium less commission refunded in full. No refund of premium shall however attach if any claim has been paid in respect of any Insured Person member of the family.

## 9. 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. All sums of money mentioned in this Policy are in the currency of Kenya Shillings.

## 10. ARBITRATION:

- a) 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 Medical Practitioners and Dentists Board.
- b) 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.

## 11. TAXATION:

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.

## 12. GRACE PERIOD:

**Fourteen (14) 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.

## 13. REINSTATEMENT CLAUSE:

Where an insured person exhausts his/her limit of indemnity as specified under this policy, such benefits as had been extended to him/her by virtue of this policy may not be reinstated during the duration of the policy.

## 14. FRAUD

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this

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Policy, all benefits under this Policy will be forfeited and the Company may choose to void the Policy and reclaim all benefits paid in respect of such Insured Person.

**15. RENEWALS**

This Policy may be renewed by mutual consent and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof.

**16. CHANGE IN BENEFIT**

Any change in Sum Insured can be considered only at the time of renewal. Eligibility for enhancement of Sum Insured is not automatic and is subject to the discretion of the Company

**17. GEOGRAPHICAL AREA:**

The cover granted under this insurance is valid for treatments taken in Kenya only.

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## **PREFERRED MEDICAL PROVIDERS (INPATIENT)**

The **Company** shall appoint medical facilities to offer medical services to eligible members in consultation with the Client for and on behalf of the **Policyholders**.

1. Members shall use only **appointed** medical facilities, except in accidents. Any medical bills arising from non-compliance will not be the responsibility of the Company, and where the situation demands that Company settles the bills; the full amount so paid shall be recovered from the Client. Patients requiring specialized treatment shall be required to pay for the difference between the specialist fee and fee charged by the hospital's normal consultation fees.
2. The **Policyholder** shall notify the Company of any scheduled admissions into any hospital in advance so that balances of entitlement can be ascertained, failure to which the **Policyholder** shall be liable to pay Company any excess medical expenses paid over and above the purchased member's annual limit. Should the admission be as a result of an accident, the Policyholder shall notify the Company of such hospitalization within **Twenty-four (24) hours** during the weekdays or **Forty-eight (48) hours** during weekends or public holidays.
3. Any **Insured Person** who wishes to use his or her personal doctor, that is, a doctor not in the Company list of preferred doctors or residential doctor of a hospital in the list of preferred hospitals, shall thereby be responsible for the Doctor's fees. The **Company** shall only pay for resident doctors of the hospitals in our panel or on the preferred doctors list.
4. The **list of preferred hospitals** provided to the Client shall be subject to change from time to time and at the Company's discretion, with/without notice to the **Policyholders**.

The Policyholders are hereby advised to continuously update themselves with the current preferred medical services providers at any given time.

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## COVER EXCLUSIONS

### INPATIENT

1. Magnetic Resonance Imaging (MRI), and fibre-optic investigations e.g. colonoscopy, endoscopy etc., HSG.
2. Surgery within the first year of the policy unless such surgery is as a result of an accident.
3. Expenditure incurred by a member or dependants arising from any illegal or criminal act.
4. Diseases classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered except COVID 19 pandemic disease.
5. Expenses arising from injuries sustained as a result of participation in professional sport or hazardous pursuits such as motor racing, skydiving, parachute jumping and bungee jumping.
6. Operations, treatments and/or procedures of own choice for purely cosmetic purposes or obesity, and any complications that may arise from such operations, treatment and/or procedures.
7. Expenses incurred for recuperative or convalescent holidays.
8. All expenses in respect of illness conditions that were subject to waiting periods when the member and dependants joined the Scheme.
9. Purchase of: Applicators, toiletries, sunglasses and/or lenses for sunglasses and beauty preparations; Patented foods and nutritional supplements including baby foods; Contraceptive preparations, remedies and devices; Remedies for the treatment of infertility; Tonics, slimming preparations, appetite suppressants and drugs as advertised to the public for the specific treatment of obesity; Sunscreen and sun tanning lotions. Soaps and shampoos (medicinal or otherwise); Household and biochemical remedies which are not promoted by the medical profession. Cosmetic products (medicinal or otherwise); anti-habit forming products; vitamins and multivitamins (unless prescribed for documented deficiency); Remedies for body building purposes; Aphrodisiacs; Patent and proprietary preparations; household bandages, cotton wool, dressings and similar aids.
10. Services arising from an accident or event of which the Policyholder or dependants has received, or is likely to receive compensation from any source whatsoever including National Hospital Insurance Fund (NHIF) and employer liability insurance.
11. Any treatment arising from an accident or event because the Policyholder and/or dependants was/were under the influence of alcohol or drugs, unless prescribed and taken according to the instructions of a medical practitioner.
12. Organ transplant and / or complications arising from organ transplant.
13. Exercise and/or guidance programs inclusive of antenatal exercises.
14. Treatment of impotence not related to a sickness that is harmful or a threat to essential bodily functions or treatment of impotence that is merely recommended for Psychiatric reasons.
15. Hormonal treatment.
16. Non-emergency and elective gynaecological surgeries.
17. Replacement of spectacles frames or lenses whether broken or lost.

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18. Examination or check-ups such as general health examinations not related to diagnosis of sickness or accidental bodily injury unless explicitly agreed in writing by the Company.
19. Accommodation in convalescent or old age homes or similar institutions catering for the aged.
20. Costs associated with Vocational Guidance, Child Guidance, and Marriage Guidance.
21. Illness, injury or disablement directly or indirectly caused by or contributed to by: active participation in Wars, Riots or Civil Disobedience or political activity. Any declared or undeclared war, invasion, act of foreign enemy, hostilities or warlike operations. Nuclear fission, ionizing or non-ionizing radiation. Operating, learning to operate or serving as a Member of a crew of any aircraft being used for sky riding, racing, testing or exploration. Participation in Naval, Military, Air Force, Paramilitary, Police or Police Reserve service or operations. Attempted suicide or self-injury deemed deliberate by the Company
22. Pandemic diseases or conditions as declared by the World Health Organization or National Government except COVID 19 pandemic disease.
23. The wilful non-compliance on the part of the Policyholder with the Company's appointed doctors prescribed treatment.
24. Maternity costs shall not be covered. This includes but is not limited to:
  - a) Cost of normal child delivery or by way of Caesarean Section.
  - b) Bills incurred on the baby after delivery up to and including day of discharge shall be covered within the limit provided for maternity.
25. Day care shall not be treated as an inpatient service.

## **HOSPITAL CASH**

1. Admissions due to congenital conditions.
2. Hospitalisation and/or treatment within the waiting period and hospitalisation and/or treatment following the diagnosis within the waiting period;
3. Expenditure incurred by a member or dependants arising from any illegal or criminal act.
4. Elective surgery or treatment which is not medically necessary.
5. Diseases classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
6. Expenses arising from injuries sustained as a result of participation in professional sport or hazardous pursuits such as motor racing, skydiving, parachute jumping and Bungee jumping.
7. Operations, treatments and/or procedures of own choice for purely cosmetic purposes or obesity, and any complications that may arise from such operations, treatment and/or procedures.
8. All expenses in respect of illness conditions that were subject to waiting periods when the member and dependants joined the Scheme.
9. Any treatment arising from an accident or event because the insured and/or dependants was/were under the influence of alcohol or drugs, unless prescribed and taken according to the instructions of a medical practitioner.

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10. Organ transplant and / or complications arising from organ transplant and Hormonal treatment.
11. Exercise and/or guidance programs inclusive of antenatal exercises.
12. Treatment of impotence not related to a sickness that is harmful or a threat to essential bodily functions or treatment of impotence that is merely recommended for Psychiatric reasons.
13. Accommodation in convalescent or old age homes or similar institutions catering for the aged.
14. Costs associated with Vocational Guidance, Child Guidance, and Marriage Guidance. Expenses incurred for recuperative or convalescent holidays.
15. Illness, injury or disablement directly or indirectly caused by or contributed to by: active participation in Wars, Riots or Civil Disobedience or political activity. Any declared or undeclared war, invasion, act of foreign enemy, hostilities or warlike operations. Nuclear fission, ionizing or non-ionizing radiation. Operating, learning to operate or serving as a Member of a crew of any aircraft being used for sky riding, racing, testing or exploration. Participation in Naval, Military, Air Force, Paramilitary, Police or Police Reserve service or operations. Attempted suicide or self-injury deemed deliberate by the Company.
16. Pandemic diseases or conditions as declared by the World Health Organization or National Government.
17. The wilful non-compliance on the part of the Policyholder with a registered doctor(s) or health care officer(s) medical advice.
18. Admissions for routine or regular Dialysis and experimental treatments.

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## GENERAL CONDITIONS

The **Company** shall provide medical insurance to the **Insured Persons** subject to the following terms and conditions:

### INPATIENT ONLY

1. All Insured Persons shall identify themselves Only with **PHOTO CARDS** at medical facilities and any other identification the medical authorities may demand.
2. Patients shall sign the claim forms at the medical centres upon every visit for treatment.
3. **Reimbursement** for **medical expenses** shall not be admissible; Members visiting any other facility will be required to prove it was for an emergency medical condition to qualify for a refund of expenses.
4. Medical bills incurred on behalf of the Company over and above the purchased annual limits by any Insured Person shall be referred to Client for settlement. The Company shall only undertake to pay the Policyholder's balance of annual entitlement.
5. The Company reserves the right to accept or reject any Proposal form for medical insurance initially or on subsequent renewal or upgrading of cover.
6. The Company shall only be responsible for doctor's fees that are on the preferred list of doctors or residential doctors of the medical facility in our panel.
7. The Company shall not be liable for any reimbursement claims unless such expenses result from accidental medical conditions or with the Company's approval. The Company's medical personnel will vet and verify all medical claims and shall reserve the right to determine the eligibility of such claims.
8. The Company shall reserve the right to require an Insured Person to consult any of its panel of appointed doctors or specialists at any time and to have access to the medical records of such an Insured Person wherever held for purposes of investigation, verification or any other professional reason in line with the Company's services.
9. The Company's liability will be determined after deduction of the relevant National Hospital Insurance Fund rebate where the Policyholder has the National Hospital Insurance cover.
10. Change of Risk: Where there is a change of risk the company shall engage the client with a view of altering the policy terms or cancelling cover for an insured. The insured is bound to a duty of continued disclosure for any material changes that may affect the information given at application of cover.

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## INPATIENT AND HOSPITAL CASH

1. Treatment:
  - 1.1. Inpatient - All Insured Persons covered must only seek treatment at **the preferred medical facilities** except for accidental cases.
  - 1.2. Hospital Cash - All Insured Persons covered must only seek treatment at the NHIF Inpatient accredited medical facilities
2. The Company reserves the right to accept or discontinue membership, renewal and upgrading of cover.
3. The cover shall remain in force for **Twelve (12) months** from the commencement date, subject to the cancellation clauses in this cover. Each annual renewal shall be treated as a **new contract** and shall therefore be subject to such terms and conditions as shall be prevailing at the time of renewal including any amendments, additions, exclusions, increase in annual premium or any other conditions laid out by the Company.
4. The Company shall not be liable for any injury or loss suffered by the Policyholder or any Insured Person for delayed treatment or medical attention where such delay arises from any circumstances whatsoever beyond the Company's control including but not limited to acts of war, terrorism, civil commotion or strife, lockouts, stoppages or go- slows, restraint of labour for whatever cause, government intervention or restrictions, fire, floods, bad weather, Acts of God, compliance with medical regulations or any other regulation having the force of law.
5. The Company shall not be liable for expenses incurred by Policyholder whose membership has ceased or expired as a result of expiry of member's contract term, or any reason whatsoever. The Client shall be held responsible for notifying the Company of such termination or cessation of membership; in default, the Company shall recover such incurred expenses from the Client in full or, if unable to recover them, cancel the entire Policy.
6. Granted that the Company's total liability shall not exceed the annual limit specified in the cover Schedule. For the inpatient cover, the Company shall be responsible for settling medical bills and expenses incurred by the Insured persons at duly appointed medical facilities, subject to the overall limit purchased per family.
7. Upgrades/Change of cover: All upgrades/change of cover are subjected to underwriting. The upgraded portion will be subject to specified waiting periods after underwriting and approval by the company. All upgrades are done at inception or renewal of cover.
8. These terms and conditions shall be governed by the Laws of Kenya and the courts of Kenya shall have exclusive jurisdiction in any dispute between the Company and the Client on behalf of the Policyholder.
9. **Data Protection and Privacy:**

Britam undertakes:

  - 9.1. 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.

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- 9.2. 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 unauthorised persons have access to such data
- 9.3. 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.
- 9.4. 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 authorised to do so in writing by the customer;
  - (v) implement appropriate technical and organisational 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

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the supplier of the information is authorized to receive, on their behalf, any data protection notices pertaining to the Data Subject.

- 9.5. 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.
- 9.6. 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.
- 9.6.1. 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.
- 9.6.2. Such information is available by contacting the Legal and Compliance Officer at Britam General Insurance(Kenya) Limited.
- 9.7. 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.

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**DECLARATION**

We confirm that we have read and understood the terms and conditions (as printed above) governing the provision of Medical insurance services, and agree to be bound by them. We accept to Britam General Insurance Company (Kenya) Limited seeking any information from our previous insurers, who have previously received application from ourselves.

(A signed copy of the policy document should be returned to BRITAM within 14 days, failure to which the terms and conditions will be deemed to have been accepted.)

**CLIENT NAME** \_\_\_\_\_

**AUTHORISED SIGNATORY**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**WITNESSED BY**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BRITAM GENERAL INSURANCE COMPANY (KENYA) LIMITED – MICROINSURANCE DIVISION**

**AUTHORISED SIGNATORY**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**WITNESSED BY**

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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## SCHEDULE OF BENEFITS

Benefit		Annual Limit (KES)
Inpatient	Overall Limit	100,000
	Chronic and Pre-existing Conditions	50,000
	Inpatient psychiatry (Within Chronic/Pre-existing IP sub-limit)	15,000
	Congenital and pre-term conditions (Within IP Limits)	25,000
	Inpatient psychiatry (Within IP Sublimit)	15,000
	Dental Inpatient benefit (Within IP Sublimit)	25,000
	Ophthalmological Inpatient benefit (Within IP Sub limit)	25,000
	Ambulance	10,000
	Radiology (Once per year per person)	10,000
	COVID (50% of IP Limit)	50,000
Last Expense	Overall Limit	50,000
Hospital Cash (Principal Member only)	Overall Limit (payable for a maximum of <b>30 days</b> . Admissions due to elective Surgeries and chronic conditions will be payable to a maximum of <b>15 days</b> .)	500 per day

Premium	Monthly Premium (KES)
Principal Member	326
Dependant	266

**Note:**

The client will only be able to access the full Inpatient cover benefit once they pay their annual premium.

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**Date:**

**Head Office**

**Britam Centre**

**Mara/Ragati Road Junction, Upper Hill**

**P.O. Box 30375 - 00100, Nairobi**

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**Fax: (020) 2717626/2714927**

**Email: [info@britam.com](mailto:info@britam.com)**

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