

GROUP PERSONAL ACCIDENT INSURANCE

GROUP PERSONAL ACCIDENT INSURANCE - VOLTIC (K) LTD

This Policy ("**the Policy**") WITNESSES that Britam General Insurance Company (Kenya) Limited (hereinafter called the "**Company**") agrees to pay to the Policyholder 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 a copy of which is attached hereto and made a part hereof and of the payment by the policyholder of the premium as herein provided.

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 the 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 an 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 Voltic Limited clients in whose name the Policy is issued and named as Insured in the policy Schedule.
3. **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.
4. **Proposal/Application Form:** means the insured person statements in the proposal for this policy submitted by the insured along with any other information or documentation provided to the Company prior to inception, any signed application form, declaration or any memoranda supplied.
5. **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.
6. **Cover Period:** The duration of the policy which shall encompasses the exact date of policy inception and exact date of expiration.
7. **Online Bus:** shall mean a Bus registered on policy holder's digital platform.
8. **Rider:** shall mean client/Insured who requests and uses the policyholder's Online platform to book a bus and pays for the service.
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 holder means:** the online hailing company specified as such in the schedule of lives assured.
16. **Policy schedule:** Means the schedule attached hereto forming part of the Policy detailing the names the insured person/Rider and principal beneficiary.
17. **Renewal:** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of a grace period for treating the renewal as continuous for the purpose of all waiting periods.
18. **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.
19. **Premium:** The amount of money an insurer charges to provide the coverage described in the policy.
20. **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.
21. **Accident:** An unfortunate incident involving the Bus that happens unexpectedly and unintentionally, typically resulting in damage or injury, while the Bus is on a trip.
22. **Trip:** A journey requested by the rider through the Voltic (K) ltd digital application.
23. **Accidental death:** Death resulting directly and solely from (1) an accidental injury visible on the surface of the body or disclosed by an autopsy; (2) a disease or infection resulting directly from an accidental injury as described, beginning within **30 days** after the date of the injury; or (3) an accidental drowning.
24. **Permanent and total disability:** The inability to work in a person's occupation for which they are suited by training, education, or experience.
25. **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.
26. **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.

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 riders based on the declared sum assured in the event of death or accidental total and permanent disability. The cover will be administered by the Online Bus Company.

- This is per trip insurance that insures the eligible Rider/Riders life.
- The product covers the insured which is based on the declared sum assured in the event of death. It extends to cover Total and permanent disability due to an accident.
- It has a fixed benefit.

1. ELIGIBLE BENEFICIARY SHALL BE:

- 1.1 Shall be the insured dependents or heirs.
- 1.2 Shall not be below age of 18 years or over the age of 65 years.

2. BENEFITS:

PERMANENT TOTAL DISABILITY COVER (PTD)

- 2.1 The PTD benefit shall become payable when the Insured person becomes permanently unable to engage in any gainful occupation, for compensation or profit for which the 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 (3) three months from the date of

- disablement due to an accident;
- 2.2 The PTD benefit shall be a lump sum payment of the Sum assured amount.
 - 2.3 In order for one to qualify for PTD benefit, the disability must be certified by a qualified medical practitioner, recommend, recognized and appointed by the Company, to be totally and permanently unfit to carry out his any gainful occupation for compensation or profit for which the insured is reasonable qualified by education, for the remainder of the insured's life.
 - 2.4 Records confirming that the insured person was on cover at the time of the accident.
 - 2.5 PTD claims must be advised to the insurer for settlement soon after assessment by a doctor recommended by the Company; any PTD claims submitted after 30 days from the date of assessment will not be admitted.
 - 2.6 The Company may request any additional documentation it may require to assess the validity of any claim submitted.

DEATH BENEFIT

- 1.1 Bodily injury due to an accident that shall solely, directly cause or necessarily result in the death of the Insured.

MEDICAL EXPENSES

- 1.1 Bodily injury due to an accident that shall solely and directly be the cause of the Insured requiring medical treatment the refunding of expenses necessarily incurred and paid up to but not exceeding the sum specified in the schedule for any one accident. In addition, this cover reimburses ambulance service costs.

LUMP SUM HOSPITAL ADMISSION

- 1.1 Cash payment payable to the Insured in the event of continuous hospitalization due to an accident leading to the rider being admitted for a period of **(2) two nights or more**. The cash payment is payable in lump sum after receipt of proof of continuous hospitalization. Payment will be limited to one payments per calendar year.

3. CANCELLATION OF TRIP

- 3.1 Where the insured remits premiums in advance but cancels the trip before boarding the Bus, the insurer will deem that the client did not apply and cover will be termed as null and void.

4. ENTRY DATE/PERIOD OF COVER

- 4.1 The cover shall commence when the rider begins the ride after requesting for bus through Voltic platform.
- 4.2 This policy provides personal accident cover and shall remain valid and enforceable for the period expressly agreed upon by the insured person and the Insurer.
- 4.3 The agreed will be subject to renewal by mutual consent.

5. PAYMENT OF PREMIUMS

- 5.1 Premiums shall be payable on the basis and rates set out in the policy schedule.
- 5.2 Payment shall be paid to the insurer at the end of each month using a postpaid module based on a schedule of lives covered.
- 5.3 Premiums will be paid less the basic pay based on debit notes that will be periodically sent to the policy holder by the insurer.
- 5.4 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.
- 5.5 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 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-five (65%) per cent.**

6. PAYMENT OF DEATH BENEFITS

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

7. CESSATION OF BENEFITS

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

- i. the termination of the **POLICY**; or
- ii. the non-payment of premiums; or
- iii. the **Insured** ceasing to be an **Insured**; or
- iv. the payment of the **DEATH BENEFIT UNDER CLAUSE 6.1**

8. POLICY INFORMATION AND ADMINISTRATION

- 8.1 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 riders.
- 8.2 This information must be availed within **24 hours** after commencement of the policy period.
- 8.3 The company will accept and confirm cover based on information provided by the policy holder.
- 8.4 In the event that any information is not provided within **24hours** 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 insured 1 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.
- 8.5 The company shall not be responsible to any person(s) in respect of misrepresentation error/ omission contained in the information provided.

9. ALTERATIONS & TERMINATION.

- 9.1 The Company or the **POLICY HOLDER** may alter the **POLICY** upon giving of not less than **three (3) month's** written notice to the other party, or such other period as may be mutually agreed in writing.
- 9.2 In the event that the other party does not agree to an alteration as envisaged in paragraph above, and if no agreement thereon can be reached by the end of the notice period, then the **POLICY** shall terminate on the expiry of that period.
- 9.3 Any alteration to the **POLICY** shall be effected by means of an endorsement thereto signed by an authorized official of the Company.
- 9.4 The **POLICY** may not be ceded, pledged or hypothecated in any way nor shall the **DEATH BENEFIT** payable in terms of the **POLICY** be liable to attachment or be capable of being sold in execution.
- 9.5 The **COMPANY** may also cancel this policy by giving **three (3) months'** notice in writing to the policyholder at their last known address and the premium hereon shall be adjusted on

the basis of the company retaining the customary pro-rata premium.

- 9.6 It is also agreed that in case of there being any claim reported and / or paid under this policy the policyholder will not have the option to seek cancellation of the policy. Notice of cancellation shall be deemed to be duly received at the end of seven days after posting if sent by pre-paid registered letter.

10. DISPUTE RESOLUTION

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

- 10.1 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 Micro Insurance and Head of General Insurance if the same is deemed irresolvable the injured party shall refer the issue for Arbitration.
- 10.2 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.
- 10.3 Any claim, controversy or dispute in respect to implementation of this agreement will be escalated through normal business procedures to the Head of Micro Insurance and General Insurance, if the same is deemed irresolvable the injured party can seek redress from a Kenyan Court of appropriate jurisdiction.

11. DUE DILIGENCE

The Policyholder and Insured Persons shall exercise **REASONABLE** and care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this Policy.

12. FRAUD AND MISREPRESENTATION

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.

- 12.1 The Policyholder (and Insured Person) must tell the Company, as soon as possible, if there are any changes to the information that has already been provided.
- 12.2 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.

- 12.3 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.

13. TAX OBLIGATION

Any levies on the insurance policy, tax or stamp duty shall be borne exclusively by the insured.

CLAIMS DOCUMENTATION / CHECK LIST CONDITIONS

All the claims documentation for the relevant benefit should be supported by:

- i. Any official letter signed by the Policyholder intimating the claim.
- ii. Duly completed Claim Form.

DEATH DUE TO ANY CAUSE BENEFIT:

I. DEATH OCCURRING IN KENYA:

- Certified true copy of the original Death Certificate and police abstract
- ID or Passport Copy of deceased valid at the time of Death.
- Wherever legally possible, a Post Mortem Report will be required, along with a Police Report if Death was due to an Accident.
- A detailed Medical Report is to be submitted if the actual cause of Death is not clearly mentioned on the Death Certificate.
- Any other documents pertaining to the claim which the Company may require.

II. DISABILITY BENEFIT (PERMANENT AND TOTAL DISABILITY BY ACCIDENT)

- Original Full and complete Medical Report showing Diagnosis, Future Prognosis and specifying any percentage of disability from the treating Doctor or Hospital/Clinic
- Original Discharge summary if In-Hospitalization was involved from the treating Doctor or Hospital
- Original Copies of results of any diagnostic tests
- Any other documents pertaining to the claim which the Company may require.

III. MEDICAL BENEFIT

- Original Full and complete Medical Report showing Diagnosis
- Original Discharge summary if In-Hospitalization was involved from the treating Doctor or Hospital
- Original hospital Payment Receipts and diagnostic reports if applicable.
- Police Abstract.
- Any other documents pertaining to the claim which the Company may require.

IV. LUMPSUM PAYMENT

- Evidence of hospitalization
- Any other documents pertaining to the claim which the Company may require.
- Original Discharge summary if In-Hospitalization was involved from the treating Doctor or Hospital

GENERAL POLICY CONDITIONS

1. 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.

2. Law

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

3. 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.

4. 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**.

5. Surrender value

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

6. Inspection of records

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

7. 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.

8. 24 HOURS COVER

It is hereby declared and agreed that, cover provided by this policy is twenty- four (24) hours duty or pleasure within the Kenyan Territorial Limit.

9. JURISDICTION CLAUSE

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

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

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:

- Attempted suicide or self-inflicted injury whilst sane or insane
- Any breach of the law by the member of any assault provoked by him
- Accidents cause by the use of 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.
- Any disease or medical impairment from which the insured was suffering or had a serious past history at the commencement of the cover or his date of entry if later, applicable for new joiners only.
- Political risk and terrorism exclusion clause- The following shall be excluded from this Agreement:
Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - I. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - II. 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.

- III. 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.
 - IV. 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.
 - V. 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.
 - VI. Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above.
 - VII. 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
 - VIII. 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
- 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.



SIGNED BY:

FOR: BRITAM GENERAL INSURANCE COMPANY (KENYA) LIMITED

NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORISED SIGNATORY

FOR: VOLTIC (K) LTD COMPANY LIMITED

NAME: _____

SIGNATURE: _____

DATE: _____

AUTHORISED SIGNATORY

APPENDIX 1:

PREMIUM SCHEDULE

LOYALTY BENEFIT	BENEFIT AMOUNT
Medical Expenses	KES 50,000
Accidental Death	KES 200,000
Permanent and Total Disability	KES 200,000
Ambulance	KES 15,000

- Britam will cover the following risks during the duration of the trip for **KES 10** per trip per person.