

LAST EXPENSE POLICY DOCUMENT

PREAMBLE

This policy is issued to **TINKA NETWORKS LTD** following a written proposal to **Britam General Insurance Company (Kenya) Limited** (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 premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that the Company will pay to the Insured 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 Insured a copy of which is attached hereto and made a part hereof and of the payment by the Insured of the premium as herein provided settle upon receipt of due proof of the amounts of benefits, as the direct result of a Member and the covered lives, sustaining, during the period of Insurance: -

- **Accidental Death**
- **Death by Natural Cause**

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 void this Policy and all premiums paid in respect of the Member so affected shall be forfeited.

Signed for and on behalf of the Company



JACKSON THEURI

Principal Officer, Britam General Insurance Company (Kenya) Limited

Please read this policy to ensure that it is in accordance with your requirements.

Examined by:

Name:

Policy Number:

Date:

DEFINITION OF INSURANCE TERMS

1. **Proposal Form:** shall mean any signed application form, declaration or any memoranda supplied by the Policyholder or their appointed representative.
2. **Policyholder:** means the company specified as such in the schedule of lives assured. The Policyholder is the contracting insured.
3. **Policy:** means Britam contract with the Policyholder and includes this Policy wording, the current Policy Schedule and any Endorsement or other document that forms part of the terms and conditions of the Policy.
4. **Insured Person:** shall mean any person who is shown in the Policy Schedule as an Insured Person and/or meets the eligibility criteria under this Policy, is nominated by the Policyholder, agreed to and with whom Premium has been paid or agreed to be paid for.
5. **Insurer:** means the Company that accepts risk after receiving premium from the policy holder and pays claims.
6. **Mobile Network Operator:** means the mobile network operators whose airtime the Policy holder is selling for the insured amount as per the Schedule of Benefits.
1. **Accidental Death:** 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 death resulting from any unsought for mishap or occurrence; any unpleasant or unfortunate occurrence that causes 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. **Death by Natural Causes:** means death other than accidental death and excludes death arising from intentional self – injury (whether sane or insane).
3. **Last Expense Benefit:** shall be the amount specified in the schedule that is payable on the death of the insured person.
4. **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.
5. **Cancellation:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days.
6. **Renewal:** Renewal defines the terms on which the contract of insurance can be renewed.
7. **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).
8. **Premium:** means the amount shown in the Policy Schedule that is payable in respect of the Policy by the Policyholder.
9. **Policy Schedule:** means a summary of the policy holder's details and the benefits entitled to them. A new policy schedule is issued upon renewal or change of terms of the policy.
10. **Beneficiary:** shall mean the person or entity entitled to receive the claim amount and other benefits upon the death of the Insured.
11. **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.
12. **Effective Date/Commencement Date:** shall mean the date the first insured member's details have been captured in the Company's administration system; notwithstanding the fact that payment may have been received. All membership benefits commence after the waiting periods has been served except for accidental cases, which is covered from the date of commencement of cover

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19. **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.
20. **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.
21. **Waiting period:** The period from the commencement date during which a member is not entitled to any benefit except in the event of an accident, any applicable waiting periods will be indicated on the schedule of benefits.
22. **Exclusion:** Category of activities and their related or consequential expenses that are excluded from this policy for which Britam shall NOT be liable.
23. **We, us, our, Company, 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 Emerging Consumers **GROUP LAST EXPENSE COVER**, the Company agrees to: -

Provide funeral expenses cover as limited by the Schedule of benefits purchased, that is a last expense of times the amount of airtime purchased for a period of 365 days, as outlined in the **Appendix 1**:

This is only payable to the named beneficiary, to whom the sum assured is made payable, upon providing a written proof satisfactory to the Company of: -

- i. The death of the Insured;
- ii. The title and the identity of the claimant or claimants; and
- iii. The correctness of the date of birth of the Insured stated in the declarations,
- iv. Burial Permit/Death certificate stating the cause of death.

Subject to the terms, conditions and exclusions contained or endorsed on this Policy Contract and PROVIDED that the Proposal form by the Policyholder has been accepted by the Company, shall be incorporated in and form the basis of this contract, and the Policyholder shall have, on behalf of the Insured, paid the Company the expected premium in advance or on the effective date.

This Policy Contract, the Schedule, any endorsement or agreements 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 Contract shall bear such meaning throughout.

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

- i. Observation of the terms of this Policy Contract relating to any requirement to be complied with by the Policyholder or the Dependent.
- ii. The factual accuracy of the Proposal form.

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DEATH BENEFIT COVER

On death of any Insured Person during the term of cover while the policy is in force by way of premium payment, the Company shall pay the amount of Last Expense Benefit as shown on the Policy Schedule, 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 Insured.

ELIGIBILITY AND MEMBERSHIP

1. AGE LIMIT

An eligible person shall be:

- i) An insured member aged from 18- 70 years.
- ii) Maximum joining age 65 years.

2. COVERED LIVES

Anyone between the ages of 18 -70 Years (inclusive) and have a registered line with the licensed mobile network operator.

GENERAL CONDITIONS

The Company shall provide Last Expense insurance cover to the Insured Persons subject to the following terms and conditions:

1. PREMIUMS

- i) The Policyholder will credit the pay bills provided by the Insurer every 24 hours with the premiums due and payable for and on behalf of the insureds as accumulated in the 24 hours' prior, in order to secure the benefits payable in terms of this policy.
- ii) 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.
- iii) Premium payment made based on 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 period of insurance.

2. WAITING PERIOD

Those arranging this insurance for the first time shall wait for one (1) month from the Date of Issue (Effective Date) before the insurance cover take effect for death due to illness or natural causes. No waiting period is applicable for accidental deaths.

3. CANCELLATION

Cancellation by the Insured: The Insured may cancel this policy by giving 30 days' notice by registered letter or an appropriate mode of communication. Britam shall cancel the policy no premium refund shall be due or payable to the Insured.

Cancellation by the Company: The Company may cancel this policy by sending 30 days' notice by registered post or an appropriate mode of communication to the Insured's last known address if:

- i. The benefit expires;
- ii. Contractual obligations have been fully discharged

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4. **TERMINATION OF COVER**

The insurance shall cease in respect of:

- i. the death of the insured person after expiry of the premium waiver period (if applicable), where the option to continue the cover has not been exercised, or
- ii. Where the policy expiry date (365 days from the date of first airtime purchase and registration) has been reached
- iii. the insured person residing outside of the Republic of Kenya for a continuous period exceeding 60 (sixty) days, without the prior written approval of the insurer.

5. **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, no refund of premium shall attach in respect of the Insured Person.

6. **CURRENCY**

All payments to the Company shall be made in Kenya shillings via the channels agreed upon from time to time to its Head Office as contained in the bilateral agreement and in the currency of the Republic of Kenya.

7. **ARBITRATION:**

This Policy is governed by the Laws of Kenya. All disputes arising out of this Policy shall be finally settled by arbitration in accordance with the provisions of the Arbitration Act, 1995 as amended from time to time by a single arbitrator appointed by the parties within Thirty (30) days of notification of the dispute by one party to the other, failing which the chairman for the time being of the Chartered Institute of Arbitrators, Kenya branch shall appoint an arbitrator on the application of either party. The seat of the arbitration shall be Nairobi.

8. **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.

9. **GRACE PERIOD:**

There shall be no grace period allowed for payment of each renewal premium.

10. **DUTY OF DISCLOSURE**

The Insured is under the obligation to give true and complete information that is material to the risk being covered before the effective date of cover. Failure to fully disclose information or misrepresentation will result to repudiation of claims and cancellation of the policy without any refund of premium. The insurer reserves the right to recover any claim amount already paid that relate to misrepresentation and non – disclosure.

11. **FRAUDULENT OR DELIBERATE ACTS**

Insurer will terminate the contract and reject the claim if:

- Any claim under this policy is in any respect fraudulent;
- It is found that fraudulent means or false information was used to benefit from the cover granted;
- The insured knowingly allowed anyone acting on their behalf to provide false information so as to obtain a benefit; or
- The insured deliberately and wilfully conspired to cause, aggravate or accelerate the illness Insured will make no refunds for premiums already paid and may initiate legal proceedings against the insured.

COVER EXCLUSIONS

The Company shall not be liable in respect of Death directly or indirectly consequent upon:

1. The Insured Person being under the influence of or being affected (temporary or otherwise) by alcohol, drugs or insanity.
2. Diseases/Death caused and classified as pandemic, both spread through single source, propagated source or mixed endemic will not be covered.
3. The Insured Person wilfully exposing himself to needless peril (except in attempt to save human life) or committing or attempting to commit suicide whether felonious or not.
4. The Insured Person engaging in aviation (otherwise than as a passenger in fully licensed standard type of aircraft operated by a recognized air charter company), motor cycling, polo, racing on horseback or on wheels, football, hockey, winter sports, mountaineering necessitating the use of rope or guides or the use of woodworking machine or engaging in hunting.
5. 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, labor disturbance, lock-out, riot or strike.
 - 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 defacto 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. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clauses (i), (ii), and (iii) above.
 - v. Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organization or government or any other 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.

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DECLARATION

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

"By subscribing to this offer, you will be deemed to have read, understood and accepted the policy, terms and conditions."


Signed by the duly Authorized representatives of the parties;
Signed for and on behalf of Tinka Networks Ltd:

Signature:  _____

Name: **John Ngichu** _____

Position: **Managing Director** _____

Signed by the duly Authorized representatives of the parties;
Signed for and on behalf of Britam General Insurance Company (Kenya) Ltd:

Signature:  _____

Name: **Jackson Theuri** _____

Position: **Principal Officer, Britam General Insurance Company (Kenya) Limited** _____

APPENDIX: POLICY BENEFITS SCHEDULE

Airtime Purchased (KES)	Sum awarded (KES)	Cumulative Sum Assured (KES)
10	40	40
50	200	240
62,430	249,720	250,000

(The above table is a partial extract of the policy benefits schedule that starts at Kshs 40/= and end at Kshs 250,000/=)

For every KES 1/= of Airtime purchased via the prescribed channels, the customer gets rewarded with a cumulative life insurance cover equivalent to 4 times the amount spent.

The maximum accumulated benefit shall be KES 250,000.

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Name:

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