



STANSURE BUNDLE SOLUTIONS TERMS & CONDITIONS

Household Protection & Personal Accident Terms and Conditions Provided by Heritage Insurance Company

The all-risks cover includes damage following power surge subject to Power surge protection Warranty

All risks claim on Mobile Phones, jewellery subject to Single article limit and Valuation for Jewellery above Ksh.50,000

General policy conditions:

- **Interpretation condition:** The policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this or the schedule shall bear such meaning wherever it may appear.
- **Material disclosure:** If there be any misinterpretation, or any disclosure of a material fact supplied by the insured on the proposal or any declaration or otherwise this policy shall be null and void. Any changes affecting this insurance including any period where the residence will be left unoccupied must be communicated to insurers and alterations endorsed accordingly.
- **Duty of care:** The insured shall take any necessary precautions to avoid injury, loss, and damage and safeguard all property from loss and damage, and maintain the property in good state of repair
- **Fraudulent conditions:** if the insured or representative shall make a claim knowing the same to be fraudulent the claim shall be null and void. The company will further refer the claim to the relevant law enforcement authorities.
- **Other insurances:** If at the time of any claim arising out of the policy, there shall be any other insurance covering the same risk against loss or damage the Company shall not be liable for more than its relatable protection.
- **Subrogation:** The Company may at its own expense use legal means in the name of the insured for recovery of property lost or its value and the insured shall give reasonable assistance for that purpose. Upon settlement or making good any loss or damage under the policy the Company shall be entitled to any property recovered.
- **Transfer of rights / Assignment:** Nothing contained herein unless otherwise expressly stated; shall give any rights against the insurer to any person other than the insured, his executors or administrators, and the insured will not be bound by any passing of the interest otherwise other than death or by operation of law, unless and until the insurer shall by endorsement declare the insurance to be continued.
- **Arbitration condition:** Differences arising out of this policy shall be referred to a single mediator to be appointed by the parties in difference within 30 days of the dispute arising and the mediation process to be finalized not later than 30 days thereafter or a single arbitrator appointed by the parties in difference to be appointed within 30 days of the dispute arising. If the dispute remains unresolved either party will refer the same to the chairman of the Chartered Institute of Arbitrators (Kenya branch) whose decision will be binding. The arbitral award will be final. If the dispute is not referred to the arbitration process within (12) months the claim will be presumed to be abandoned.
- **Jurisdiction clause:** The indemnity under section D, E, F and G of this policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Kenya.
- **Territorial limits:** KENYA
- **Replacement value clause:** Replacement value less a reasonable deduction for depreciation, wear, and tear. The Company may at its option make payment replace, reinstate, or repair the property damaged, stolen or destroyed.
- **Valuation of Jewellery & related Valuables:** Above Kshs. 50,000
- **Pairs & set clauses:** Where any item forming part of a pair or set is lost or damaged and a matching replacement is unavailable, the company will pay for the value of the whole set subject to the insured surrendering the remaining item.
- **Excess on property loss or damage:** It is hereby declared and agreed that the Insurer shall not be liable for the first Kshs 10,000 on each and every claim except fire.

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- **Earthquake excess:** It is hereby declared and agreed that the Insurer shall not be liable for the first 2.5%(percent) of the sum insured on each and every earthquake claim subject to a maximum of Kshs. 5,000,000 per claim.

Exclusions

- Losses arising due to wear and tear, depreciation & gradual deterioration
- Losses arising outside territorial limits
- Breakage of articles of brittle nature (other than lenses)
- Loss of cash, currency, bank notes or securities of any kind, stamps coupon, bonds, Title deeds or credit cards.
- Losses, damage due to nuclear weapons, ionizing radiations, or contamination
- Any act of war, invasion, act of foreign enemy, hostilities & warlike operations
- Mutiny, civil commotion assuming of proportions of popular uprising, insurrection, or rebellion
- Intentional self-afflicted injury, suicide or attempted thereof
- Own criminal acts
- Any losses as arising from Terrorism
- Pregnancy, childbirth, miscarriage, or abortion.

Premium Payment Terms

- Premium is either payable annually in advance or monthly where monthly option is opted for, in the event of a claim all the subsequent instalments must be paid before the claim is taken up.
- Where Premium is not received within 14days from the date of order the cover ceases automatically
- Premium payment warranty

Claims Terms

Any incidence likely to give rise to a claim shall be reported to Stanbic Bancassurance Intermediary Limited.

Make a report to the police if loss or damage is caused by fire, theft, malice riot or Vandalism

Protect the property from any further damage or and not abandon the property subject to loss or damage

Claim form to be completed for all property damage /loss claims.

All demands relating to any liability claims to be submitted to Stanbic Bancassurance Intermediary Limited.

All Work injury benefit claims to be reported to labour and DOSH forms completed and submitted to Heritage insurance

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Definition of terms

Definitions: The following words whenever they appear in the policy will be deemed to have the following meanings:

Household Protection (Domestic Package)

Sum insured: The sum insured will be maintained as per benefit schedule or option selected by the insured.

Building: The residential premises including but not limited to Landlords fixtures and fittings and the following in so far as they form part of property; walls, gates, fences, terraces drives, paths, carports, and outbuildings.

Contents: Household goods, personal effects, including but not limited to Valuables, furniture, fixtures, and fittings (including interior decorations) all belonging to the insured or member of his household.

Domestic staff: A person employed by the insured to carry out domestic duties associated with residential premises

Home: The private dwelling used for domestic purposes only, all at the situation of the premises shown in the schedule.

Member's households: Persons who normally residing in the premises described in the schedule.

Unoccupied: Undersection B (Contents) A home that has been left uninhabited for more than 7 consecutive days.

Valuables: Articles of Value including but not limited to jewellery, metals, watches, photographic equipment, binoculars, paintings and other works of art, radio, television other audio or video and or computer equipment, collections of stamps coins & medals.

Personal effects: Whenever the term is used in the policy, it's deemed to mean, clothing, luggage containers, briefcases, Jewellery, trinkets, toilet requisites and other items of strictly personal nature generally worn or carried.

Personal Accident Protection (PA)

Occupation: The insured usual occupation, business, trade, or profession.

Accident: A sudden, violent, and unexpected visible external event occurring during the period the policy is in force and resulting in death of or bodily injury to the insured.

Injury: Bodily injury which is suffered by an insured person during the period of policy caused by an accident.

Loss of Limb: Loss by severance of a hand at or above the wrist or of foot or above the ankle.

Loss of Use: Total functional disablement and is classified as total loss of the said limb or organ

Death: The death of insured occurring within 12 Calendar months resulting directly and independently of any other cause from an accident.



Permanent Total Disablement (PTD): Total disability that manifests within 12 calendar months of date of accident that renders the insured incapable of attending to their usual business or occupation.

Temporary Total disablement (TTD):

This is disability that renders the insured entirely incapable of attending to his daily business or occupation or if he has no business or occupation, from attending to any duties which would normally be carried out by him in his daily life for a period of time.

Medical Expenses: The actual cost of medical, surgical, hospital and related expenses necessarily and reasonably incurred for treatment of injuries resulting from an accident defined in the policy.

Terrorism: shall mean the use of Violence for political ends and shall include any use of violence for purpose of putting public or any section of public under pressure.

Life & Last Respect Protection Terms and Conditions Provided by Liberty Life Assurance Company

BENEFITS

The Policy covers the Life assured for Death, Permanent and Total Disability, Critical Illness and Last Respect Benefits. Dependants are covered for Last Respect Benefit only.

Insured Events

The Insured Events covered by this Policy will be:

- Death of the Life Assured
- Diagnosis of a critical Illness
- Permanent and Total Disability, or
- The Last Respect (Funeral)

Death Benefit: This Benefit pays an amount equal to 100% of the Sum assured in the event of the death of the Life Assured. The Benefit will be paid as a Lumpsum. The maximum cover will be based on the selected option.

Maximum Entry age is 75 years and cover ceases at 80 years. Benefit has 3 month waiting period for natural deaths. No waiting period is applicable for accidental deaths.

Permanent Total Disability Benefit: This Benefit pays an amount equal to 100% of the Sum assured in the event Life Assured suffers total disablement as a result of accident or illness, which prevents him/her from engaging in any occupation. The Benefit will be paid as a Lumpsum. The maximum cover will be based on the selected option.

This benefit has a waiting period of 6 months from the cover commencement date and cover ceases at age 65 years.

Benefit Specific Exclusions

- The Member's participation, as a member of a peace keeping, military or law enforcement agency, in any activity, training, exercise or operation that is usually exclusively associated with a peace keeping, military or

law enforcement agency and/or which results in a threat, direct or indirect, to the Member's life (or present state of health).

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or,
- Active participation in Mutiny, riot, strikes, military or popular uprising, insurrection, profession (other than himself).
- Any accident directly or indirectly caused by or contributed to or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear weapons material or from any nuclear waste from the combustion of any nuclear fuel. Solely for the purposes of this exclusion, combustion shall include any self-sustaining process or nuclear fission.
- Intentional self-injury
- Disability as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of the medical profession (other than himself).

Critical Illness Benefit: This Benefit pays an amount equal to 30% of the Sum assured on first diagnosis of Defined Critical Illness. Critical Illnesses covered refers to Paraplegia and Paralysis, Major Organ Transplant, Heart Attack, Coronary Artery Bypass Surgery, Cancer, Stroke, Kidney Failure.

The maximum cover will be based on the selected option.

This benefit has a waiting period of 6 months from the cover commencement date and cover ceases at age 65 years.

Benefit Specific Exclusions

- Coronary Artery Bypass Surgery - All non surgical procedures such as balloon angioplasty or laser techniques.

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- Cancer - Carcinomas in situ of the cervix, tumors which are in a pre-malignant state or showing early malignant changes, all skin cancer (except malignant melanomas, stage 1 Hodgkin's Disease and any case where the tumor is a symptom of Acquired Immune Deficiency Syndrome (AIDS)).

Last Respect Benefit: Benefit is payable in the event of death of Main member or dependant. The maximum cover will be based on the selected option.

- Who is covered: Main Member, Spouse of the member, up to 4 Children borne by the member, 2 parents and 2 parents' in-laws
- Additional children will be covered at Kes 500 each
- When cover for Main member ceases, that of dependants automatically ceases.
- Maximum benefit payable for children under age of 10 years is Kes. 100,000.

Spouse -	Minimum Entry Age - 18 years Maximum Entry Age - 75 years Cover Cease Age - 80 years
Parent(s) -	Minimum Entry Age - 18 years Maximum Entry Age - 80 years Cover Cease Age - No cover cease age
Children -	Minimum Entry Age -14 days Maximum Entry Age - 18 years Cover Cease Age – 21 or 25 subject to confirmation of being in fulltime education in a registered education institution.

General Exclusion

Liberty Life's liability in respect of a Benefit in terms of this Policy shall not arise if a Death is caused either directly or indirectly from or in connection with any of the following;

- invasion or act of a foreign enemy; or
- active participation in civil commotion; or
- hostilities or riot (whether war was declared or not); or
- involvement in any criminal activity; or
- Participation in hazardous activity.

Claim Requirements

Valid claims will be paid on receipt and verification of all the necessary supporting documentation. The Benefits provided in terms of this Policy will not be paid unless the Insurer is satisfied as to the validity of the claim and the entitlement of the claimant to receive the Benefits.

The following documents must be presented in order to lodge the Benefit specific claims:

Death Benefit Specific Claim Requirements:

- Fully completed and signed claim Form;
- Certified copy of the deceased's Identity document;
- Certified copy of the Burial Permit or Death Certificate;
- Copy of Police Report (for accidental death claims); and
- Beneficiary's proof of account into which Benefits should be paid into.
- Physician report, copies of medical reports or post mortem may be additionally required if the cause of death is not certain

PTD & Critical Illness Benefits Specific Claim

Requirements:

- Fully completed and signed claim Form;
- Certified copy of the deceased's Identity document
- Personal Medical Attendant's report
- Specialist Opinion
- Copy of Police Report (for accidental PTD claims)

Notification Period

A claim must be submitted within six (6) months of the date of the Insured Event. The Insurer reserves the right to reject a claim that is not submitted within the Notification Period.

Document Submission Period

All relevant documentation pertaining to a claim must be submitted within twelve (12) months of the date of the Insured Event. The Insurer reserves the right to reject a claim whereby the relevant documentation is not submitted within twelve (12) months.

Upgrade and Downgrade of Benefit

Upgrades or downgrades will be allowed

Surrender Value

No surrender cash value is payable under this Policy.

Termination of Policy

The Benefits under this Policy in respect of the Life Assured will cease when:

- Premium non-payment on due date; or
- Non-renewal of policy
- The Life Assured reaches the age of seventy-five (75) years in respect of the Death Benefit.

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Cancellation

The Insurer and the client the right to cancel the Policy by giving thirty (30) days' notice in writing.

Revision or Cancellation of terms and conditions Liberty Life and the Bank reserve the right to amend, revoke, vary, alter or cancel any of the terms and conditions of this Policy. If so, the Bank will give the Life Assured at least thirty (30) days written notice of such amendment or cancellation to the last known address.

Currency

Benefits are expressed and payable in Kenya Shillings.

Territorial Limit

There are no territorial limitations on the Cover enjoyed by the Life Assured in terms of this Policy.

Fraud

If any claim under this Policy is fraudulent in any manner, all Benefits will be forfeited and the Policy cancelled.

Non-disclosure and Misrepresentation

If any material information has been withheld or any information disclosed appears to be false or incorrect, Liberty Life reserves the right to invalidate the Policy and all Premiums will be forfeited.

Jurisdiction and Law

The laws of Kenya, whose courts shall have jurisdiction in any dispute arising hereunder, will govern this Policy.

Dispute Resolution

In the event that any dispute arising between the parties hereto such dispute (if not resolved by mutual agreement within fifteen (15) days shall be referred to arbitration in accordance with the provisions of the Laws of Kenya in force as to Arbitration for determination, by the arbitration of one arbitrator to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch) ("the Institute") upon written request by either party. Such arbitration shall take place in Nairobi. To the extent permissible by law the determination of the arbitrator shall be final and binding upon the Parties and shall not be subject to any appeal. Notwithstanding these provisions of this Clause, a Party hereto is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator. Each of the parties waives objection to such Court or arbitrator on the grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that the judgment or order of such Court or arbitrator in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction

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