

COMPREHENSIVE GROUP LIFE AND DISABILITY COVER

Comprehensive Group Life and Disability Policy

A policy to cover the adverse effects arising from financial loss resulting from death, disability, first diagnosis of critical illness, retrenchment, last expense or accidental medical expenses

Underwritten by

**EQUITY LIFE ASSURANCE (KENYA) LIMITED
EQUITY CENTRE, UPPERHILL
P.O. BOX 75104 - 00200
NAIROBI - KENYA**

and Regulated by

THE INSURANCE REGULATORY AUTHORITY

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1. PREAMBLE

Equity Life Assurance (Kenya) Limited, a company incorporated in Kenya with company number PVT-PJUYG5BD, whose registered address is at Equity Centre 6th Floor, Hospital Road, Upper Hill, P.O. Box 75104-00200 Nairobi (hereinafter referred to as '**ELAK**', '**the Company**', '**we**' or '**us**') (including its successors and assigns) has agreed with "**The Policyholder**" (including its successors and assigns), as specified in the policy schedule, to grant such assurance as is specified herein upon the terms and conditions in the Policy.

This Policy and the riders attached herewith ("**the Policy**") is issued in consideration of statements made in the application of the Policyholder and the payment of premiums by the Policyholder. The signed application is a part of the Policy and shall be read jointly with any endorsements or amendments thereof.

- 1.1 ELAK will in return for the payment of premiums, pay those benefits specified in the Policy Schedule on the terms and conditions contained in this Policy.
- 1.2 In this Policy where the context so permits, words signifying the singular include the plural, words indicating the masculine gender include the feminine and *vice versa*.
- 1.3 Any provision contained in this Policy shall be read, understood and interpreted in the context of the provisions of this Policy as a whole.

Signed for and behalf of
Equity Life Assurance (Kenya) Limited

.....{postedBy}.....
{invoiceDate}.....

Signature

.....

Date

2. DEFINITIONS

Unless the context indicates otherwise, the following words and expressions shall have the following meanings:

Accident:	An unforeseen event, which could not reasonably be expected to occur and/or was not designed, and which results in a claim caused directly and solely by some external and visible means arising from the said event. Accidental shall be construed accordingly; In terms of occupational accident or illness as defined in the Occupational Safety and Health Act No. 15 of 2007, as amended, Accident shall mean, Accidental; injury or Occupation Disease, arising out of and in the course and scope of an Employee's employment;
Accidental Disability Benefit	Means benefits accrued for Accidental Temporary Disability and Accidental Permanent Disability;
Accidental Temporary Disability:	A condition in which an Eligible Member has been so incapacitated for three (3) days or longer by injury caused by an Accident as to be incapable of engaging for full or partial remuneration or gain or benefit in his own occupation, or in another suitable occupation for which he /she is, or could be expected to become qualified by virtue of his/her knowledge, training, education, ability and experience;
Accidental Permanent Disability:	The loss, whether by physical separation or due to permanent and total loss of use, of one or more of the organs specified in the Policy Schedule as a result of an Accident;
Annual Salary:	The Eligible Member's annual salary/wage as advised by the Policyholder and agreed to by ELAK for purposes of this Policy. Changes to an Eligible Member's Annual Salary shall, for purposes of this Policy, be effective from the first day of the month in which the Eligible Member's Annual Salary increases;
Appendix	The relevant appendix attached to this Policy;
Claimant:	Means an Eligible Member in respect of whom an Accidental Disability Benefit, Critical Illness, Permanent Total Disability, Permanent Partial Disability and Temporary Total Disability claim has been assessed and approved by ELAK and a benefit is being paid as per the defined benefits in the Policy Schedule;
Commencement Date:	The date specified in the Policy Schedule, and which shall in respect of any person who becomes an Eligible Member after the said date, mean the first day during which such Eligible Member becomes eligible for cover under this Policy in terms of clause 3.1;

Commencement of Accidental Temporary Disability:	The date on which an Eligible Member's Accidental Temporary Disability Benefit commences as determined by ELAK having regard to medical evidence submitted;
Data Protection Legislation	Means, to the extent applicable to this Policy, the Data Protection Act 2019 (the DPA), regulations under the DPA and any data protection obligations contained within national legislation in Kenya and all regulations or directives issued by the relevant regulator in Kenya;
Data Subject	An identified or identifiable natural person who is the subject of personal data, as defined under Data Protection Legislation;
Date of Disablement:	The date on which the Eligible Member has suffered Disability as determined by ELAK;
Director:	Means the Director of Occupational Safety and Health Services;
Disability:	Means any of the following: Permanent Total Disability, Permanent Partial Disability, Accidental Temporary Disability, Accidental Permanent Disability, and Temporary Total Disability as the case may be and Disabled shall be construed accordingly;
Eligible Member:	A person who satisfies the requirements set out in clause 3;
Employee:	Means a person employed for wages or a salary, and includes a person whom the Employer has by a written notice requested for cover;
Employer:	Means any person, public body, firm, corporation or company who or which has entered into a contract of service to employ any individual;
Entry Date:	The date on which a person was admitted for cover under this Policy;
Free Cover Limit:	The limit up to which Eligible Members are granted Insured Benefit Cover without having to submit medical evidence of good health to ELAK, as determined by ELAK from time to time;
Insured Benefit Cover:	Cover for Death, Disability, Critical Illness, Funeral Expense and Medical Expenses Reimbursement benefits as set out in the Policy Schedule;
Maximum Age of Cover	The age defined in the schedule upon whose attainment the Life Assured shall cease to be covered under this Policy;
Maximum Compensation	Up to twenty four (24) months in respect of

Payment Period:	Accidental Temporary Disability;
Monthly Remuneration:	The basic annual salary/wage which the Eligible Member receives from the Policyholder and any other emoluments agreed upon between the Policyholder and [ELAK] within a period of twelve (12) months;
Normal Retirement Age:	The age set out in the Policy Schedule;
Occupational Diseases:	The diseases as set out in Appendix 2;
Permanent Total Disability:	Means the conditions specified in the First Schedule of Appendix 2, which would be deemed to exist when in the opinion of the Company, the member, while actively at work, is totally and permanently disabled or incapacitated by reason of injury or illness from following his usual occupation or any other occupation to which he may be reasonably suited by training, education or experience and, in the opinion of the Company's Medical Officer there is no reasonable expectation of recovery;
Permanent Partial Disability:	Means the conditions specified in the First Schedule of Appendix 2, and would be a percentage of the benefits specified in the policy schedule, as per the continental scale of benefits, and shall be paid, subject to the terms and conditions of the policy;
Personal Data	Any information relating to an identified or identifiable natural person;
Policy Anniversary:	The date set out in the Policy Schedule;
Policy Period:	Duration as defined in the Policy Schedule;
Policy Schedule:	The Schedule to this Policy;
Scheme:	The scheme set out in the Policy Schedule;
Sum Assured:	Total benefit payable to an Eligible Member as set out in the Policy Schedule;
Temporary Total Disability:	A condition in which an Eligible Member gets injured through an accident, and s(he) is not able to discharge their duties for a period of more than three (3) days;
Waiting Period:	The period as set out in the Policy Schedule starting from the Date of Disablement i.e. the number of calendar days since the Disability began that must pass before the benefits become payable.

3. MEMBERSHIP

3.1 For a person to qualify as an Eligible Member they should:

- 3.1.1 have already attained the age of eighteen (18) years;
- 3.1.2 have not yet attained the Maximum Age of Cover;
- 3.1.3 be eligible in terms of the employment contract with their Employer; and
- 3.1.4 they are in full time permanent service and actively in service of the Employer.

3.2 Insured Benefit Cover in terms of this Policy shall be effective from the Commencement Date.

3.3 ACTIVELY AT WORK CONDITION

- 3.3.1 Notwithstanding anything to the contrary contained herein, ELAK requires that, before accepting an Eligible Member for the Insured Benefit Cover in terms of this Policy, the Eligible Member shall be actively at work on his Entry Date.
- 3.3.2 Should an Eligible Member be absent from work due to illness or injury at his Entry Date, then that Eligible Member's Insured Benefit Cover commences on his Entry Date.
- 3.3.3 However, if a claim results from an Accident, the Eligible Member's Insured Benefit Cover shall be deemed to have commenced on his Entry Date.

3.4 Insured Benefit Cover in terms of this Policy shall cease on the day that any of the below events occurs:

- 3.4.1 specific instructions issued by the Policyholder to ELAK are received terminating the Insured Benefit Cover; or
- 3.4.2 the payment of premiums in respect of the Eligible Member ceases; or
- 3.4.3 one (1) month lapses following the Eligible Member attaining the Normal Retirement Age, or on expiry of the period by which such Eligible Member's contract of employment was extended by the Policyholder;
- 3.4.4 the Scheme is cancelled; or
- 3.4.5 one (1) month lapses following the employment agreement between the Eligible Member and the Policyholder terminating.-

3.5 An Eligible Member who submitted an Insured Benefit Cover claim, and is still on cover as at the date of termination of his or her employment contract with the Policyholder, will enjoy full Insured Benefit Cover, if premiums are paid during the cover period.

4. PREMIUMS

4.1 Payment

- 4.1.1 Insured Benefit Cover provided in terms of this Policy is subject to payment of the required premium, the rate of which shall be notified to the Policyholder by ELAK from time to time.
- 4.1.2 The Policyholder will remit the required premiums to ELAK annually in advance, provided that the Policyholder shall have thirty (30) days' grace period from the [Policy Anniversary] within which to pay the required premium. A breakdown of the premium payment (listing the information contained in the Appendix) should be provided by the Policyholder together with the premium payment. A written payment plan executed by both parties may be acceptable.
- 4.1.3 ELAK will notify the Policyholder of any arrears of premiums within one (1) month after the expiry of the grace period.
- 4.1.4 ELAK may alter the premium rate at the Policy Anniversary by giving the Policyholder three (3) months' written notice to this effect.
- 4.1.5 The Eligible Member will enjoy full Insured Benefit Cover if premiums are paid.

4.2 Revisions

- 4.2.1 ELAK will notify the Policyholder of the premium rate that will apply for the next Policy year one (1) month prior to the Policy Anniversary, subject to the data requirements of clause 4.2.3 being met.
- 4.2.2 ELAK shall request the annual membership data from the Policyholder three (3) months prior to the Policy Anniversary.
- 4.2.3 This data (indicating the information contained in Appendix I must be provided to ELAK no later than two (2) months prior to the Policy Anniversary. The data should reflect the revised Annual Salaries and should have an effective date of no more than two (2) months prior to the Policy Anniversary.
- 4.2.4 Should the revision process be delayed due to the Policyholder not providing ELAK with the necessary information, ELAK will apply the premium rate adjustments retrospectively to the beginning of the applicable Policy Period.
- 4.2.5 ELAK reserves the right to adjust the premium rate at its sole discretion if the relevant information described in clause 4.2.3 is not received timeously. In making such adjustments, ELAK will use its reasonable efforts to approximate the changes in the risk profile as well as likely membership movements.
- 4.2.6 ELAK will have the right to alter the premium rate retrospectively to the last Policy Anniversary, if ELAK discovers that there has been a material and significant error or difference in the data supplied to ELAK by the Policyholder pursuant to clause 4.2.3 when the premium rate was last determined.
- 4.2.7 Notwithstanding anything to the contrary contained elsewhere in this policy, ELAK reserves the right to alter the premium rate during a Policy Period in the event of:
 - (i) a change in membership; or
 - (ii) a change in the principal business activities carried out by the Policyholder that may materially affect ELAK's risk under this Policy and which occurs during that Policy Period; or
 - (iii) a new associate or subsidiary company (as such terms are defined in the Companies Act, 2015) joins the Policyholder; or
 - (iv) the Insured Benefit Cover as set out in the Policy Schedule changes.
- 4.2.8 For the purposes of clause 4.2.7, a change in the membership will be deemed to have occurred if there is:
 - (a) a five per cent (5%) increase or decrease in the average age of Eligible Members; or
 - (b) a ten per cent (10%) increase or decrease in the total number of Eligible Members.

4.3 Differences between Premiums Paid and Premiums Required

Depending on the actual premiums paid in comparison to the premiums required in terms of this Policy, an adjustment premium may become payable or refundable. If so, the adjustment premium will be calculated at the same time as the revised premium rate referred to in clause 4.2. This adjustment premium will amount to the difference between premiums which should have been paid for the current Policy Period and actual premiums paid.

4.4 Failure to Pay Premiums Timeously

In the event the Policyholder fails to pay the premiums within the grace period or such extended period as ELAK may allow in writing, any benefits payable will be reduced in the same proportion as the actual premium paid differs from the required premium.

5. DEATH BENEFIT

5.1 Payment of Death Benefit

5.1.1 On the death of an Eligible Member, ELAK shall pay to the Policyholder the death benefit described in the Policy Schedule subject to fulfilment of the following conditions:

- (i) The documents contained in Appendix 1 are submitted to ELAK; and
- (ii) The claim is assessed and approved by ELAK.

5.1.2 Should an Eligible Member die, the death benefit described in the Policy Schedule will be payable subject to fulfilment of the following conditions:

- (i) The documents contained in Appendix 1 are submitted to ELAK;
- (ii) The claim is assessed and approved by ELAK; and
- (iii) ELAK has received premiums in respect of the deceased Eligible Member since the commencement of the cover period until his date of death.

5.1.3 No claim in respect of a deceased Eligible Member shall be assessed and approved by ELAK unless ELAK has received:

- (i) written notice thereof within six (6) months after the date of death; and
- (ii) the required documents within twelve (12) months of the date of death or three (3) months after an inquest in respect of the death of the Eligible Member.

5.1.4 The Policyholder shall pay the benefits in respect of an Eligible Member to such Eligible Member's dependents immediately on receipt of the benefit from ELAK.

5.2 Proof of Insurability

5.2.1 An Eligible Member's Insured Benefit Cover under this policy is limited to the Free Cover Limit, unless proof of insurability for the amount by which his Insured Benefit Cover exceeds the Free Cover Limit is submitted to the satisfaction of ELAK.

5.2.2 An Eligible Member's Insured Benefit Cover in excess of the Free Cover Limit shall be granted if ELAK accepts the proof of insurability. Should ELAK not accept the proof of insurability, the part of the Insured Benefit Cover dependent on proof of insurability and any subsequent increases thereof may be declined or granted on special terms at the discretion of ELAK. Such special terms shall be notified in writing to the Policyholder and cover shall commence on the date of such notification.

5.2.3 As long as an Eligible Member's membership remains valid, he shall not have to submit proof of insurability for a period that ELAK determines from time to time for any Insured Benefit Cover for which he previously submitted proof of insurability.

5.2.4 Insured Benefit Cover, in respect of which proof of insurability was required, becomes effective on a date determined by ELAK.

5.2.5 The cost of the proof of insurability which is required according to clause 5.2.1 is borne by ELAK, unless otherwise specified.

5.2.6 For the purpose of this clause, proof of insurability means proof of good health of the Eligible Member containing a health-related test or medical report relevant to ELAK Eligible Member concerned for Insured Benefit Cover.

5.3 Exclusions

5.3.1 ELAK shall not pay the death benefit in respect of an Eligible Member if the death was caused, directly or indirectly by:

- (i) active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (ii) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
(b) active attacks on or sabotage of facilities (including, but not limited to,

nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology.

6. DISABILITY BENEFIT

6.1 Amount of Disability Benefit

The Disability benefit cover in respect of each Eligible Member shall be equal to the Disability benefit described in the Policy Schedule.

6.2 Payment of Disability Benefit

6.2.1 If an Eligible Member becomes Disabled, ELAK shall pay to the Policyholder the Eligible Member's Disability benefit, provided that such payment will only occur once:

- (i) all the relevant terms and conditions of this Policy are fulfilled; and
- (ii) ELAK has assessed and approved the claim, and payment of the benefit is subject to receipt by ELAK of the documents contained in Appendix 1 in respect of the Disabled Eligible Member. The Policyholder shall pay the benefit in respect of an Eligible Member to such Eligible Member immediately on receipt of the benefit from ELAK.

6.2.2 For Temporary Total Disability, this Policy will pay out an amount equivalent to the weekly salary of the Eligible Member prorated to the period the Eligible Member is incapacitated. This benefit is paid three (3) days after the Date of Disablement until when they resume work, subject to a maximum of one hundred and four (104) weeks.

6.2.3 No claim in respect of such Disabled Eligible Member shall be assessed and approved by ELAK unless ELAK receives written notification of the claim as well as all the required documents within six (6) months of the Date of Disablement.

6.2.4 Where ELAK repudiates a claim, an Eligible Member may lodge an appeal within three (3) months of ELAK'S written repudiation.

6.3 Cost of Medical Evidence

The cost of initial medical evidence required for the proof of Disability, which must be supplied by the medical practitioner and specialist who provides the Eligible Member with the regular care or whom the Eligible Member has consulted in connection with the condition which is contributing to his Disability, shall be on the Eligible Member's account. The cost of any further medical evidence will be for ELAK'S account.

6.4 Exclusions

ELAK shall not pay the Disability benefit in respect of an Eligible Member if:

6.4.1 the Eligible Member's Disability arose directly or indirectly arise from one of the following causes:

- (i) Willful self-injury;
- (ii) Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (iii) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
(b) active attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents.

7. CRITICAL ILLNESS BENEFIT

7.1 Definition of a Critical Illness:

The following impairments will be regarded as Critical Illness:

Blindness:	The complete and permanent loss of sight of corrected or uncorrected vision in both eyes;
Cancer:	The presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of normal tissue and shall include leukemia, malignant lymphomas and Hodgkin's disease, but shall exclude non-invasive cancers <i>in situ</i> , and all skin cancers other than invasive malignant melanomas;
Coronary Artery Surgery:	Open surgical correction of narrowing or blockage of at least two (2) coronary arteries with bypass grafts in a person with limiting anginal symptoms. The surgery must have been proven to the satisfaction of ELAK, to have been necessary by means of a coronary angiography. All other operations, techniques or procedures (e.g. balloon angioplasty, intra-arterial procedures, stents, laser relief of obstruction and prophylactic coronary artery surgery) are specifically excluded;
Heart Attack:	The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area due to myocardial infarction. The diagnosis will be based on all the following: a history of typical chest pain, new electrocardiographic changes indicative of infarction and diagnostic cardiac enzyme elevation;
Major Organ Transplant:	Undergoing (as a recipient) of a transplant of the heart, kidney, liver, lung, pancreas, or bone marrow;
Paraplegia:	The total and permanent loss of use of both arms and both legs through neurological deficit;
Renal Failure:	Chronic irreversible failure of kidney function as a result of which regular peritoneal dialysis or haemodialysis is instituted; and
Stroke:	A cerebrovascular incident (including infarction of brain tissue, intra-cranial or sub-arachnoid hemorrhage or embolism from an extra cranial source) which in the opinion of ELAK has resulted in permanent neurological dysfunction. Transient ischemic attacks, cerebral damage resulting from a violent, external or accidental cause, and cerebral symptoms due to migraine or hypoxia and vascular disease affecting the eye or optic nerve are specifically excluded.

7.2 Amount of the Critical Illness Benefit

The Critical Illness benefit cover in respect of each Eligible Member shall be equal to the amount set out in the Policy Schedule.

7.3 Payment of the Critical Illness Benefit

7.3.1 Should an Eligible Member suffer a Critical Illness, ELAK shall pay the Eligible Member the Critical Illness benefit, provided that such payment will only occur once:

- (i) all the relevant terms and conditions of this Policy are fulfilled, and
- (ii) ELAK has assessed and approved the claim.

7.3.2 Payment of the benefit is subject to receipt by ELAK of the documents contained in Appendix 1 in respect of the Eligible Member.

7.3.3 No claim in respect of an Eligible Member shall be assessed and approved by ELAK unless ELAK has received:

- (i) written notice thereof within six (6) months after the date of the occurrence of a Critical Illness; and
- (ii) the required documents, as referred to in Appendix 1, within twelve (12) months of the occurrence of the Critical Illness.

7.3.4 Should an Eligible Member qualify for the Critical Illness benefit and the underlying insured Death or Disability benefit, the Critical Illness benefit will be paid in accordance with this clause 7.

7.4 Repudiation and Appeal

7.4.1 If ELAK has declined a claim, an Eligible Member may lodge a written appeal within three (3) months of ELAK'S written repudiation. Should the Eligible Member wish to pursue the repudiated claim, the costs would be for the Eligible Member's account.

7.4.2 Further medical evidence, with which to appeal the decision made by ELAK must be received within three (3) months from the date that the claim was declined or the additional evidence will be used as the assessment of a new occurrence of a Critical Illness.

7.4.3 The claim shall be subject to the provisions of this Policy in all respects unless the claim is being pursued by submitting additional medical or other relevant evidence within three (3) months from the time that the claim is repudiated.

Cost of Medical Evidence

The cost of initial medical evidence required for the proof of a Critical Illness, which must be supplied by the medical practitioner and specialist who provides the Eligible Member with the regular care or whom the Eligible Member has consulted in connection with the condition which is contributing to his Critical Illness, shall be for the Eligible Member's account. The cost of any further medical evidence will be for ELAK'S account.

7.5 Exclusion

ELAK will not be liable to pay the Critical Illness benefit if, after having examined the medical evidence submitted, ELAK is not satisfied that the Eligible Member has suffered a Critical Illness as defined in clause 7.1.

7.6 Pre-existing Condition

ELAK'S liability is excluded where the Eligible Member, during the first twenty four (24) months after the Eligible Member's Commencement Date, suffers from a Critical Illness which directly or indirectly arose from an injury, illness, disease or medical condition for which the Eligible Member has consulted a medical practitioner or received medical treatment or of which the Eligible Member was aware or about which he knew or could reasonably have been expected to know, in the twenty four (24) months before the Eligible Member's Commencement Date.

8. **LAST EXPENSE BENEFIT**

8.1 Payment of Benefit

8.1.1 On the death of an Eligible Member before his Normal Retirement Age, ELAK will pay the benefit amount stated in the Policy Schedule, to the Policyholder after the following conditions have been fulfilled:

- (i) The documents contained in Appendix 1 are submitted to ELAK; and
- (ii) The claim is admitted by ELAK.

8.1.2 No claim in respect of a deceased Eligible Member shall be admitted by ELAK unless ELAK receives:

- (i) written notice thereof within six (6) months after the date of death;
- (ii) the required documents, as referred to in clause 8.1.1, within six (6) months of the notification of death or three (3) months after an inquest in respect of the deceased Eligible Member.

8.1.3 ELAK may, at its sole discretion, consider a claim which is submitted after the six (6) month grace period. ELAK reserves the right to ask for such evidence as it deems necessary, explaining the delay in submission of the claim.

8.1.4 The Policyholder shall pay the benefits in respect of an Eligible Member to such Eligible Member's dependents immediately on receipt of the benefit from ELAK.

8.2 Exclusions

8.2.1 ELAK shall not pay the benefit in respect of an Eligible Member if the death was caused, directly or indirectly, by:

- (i) active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (ii) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
- (b) active attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents,

8.2.2 Reduction of underlying Insurance Benefit Cover

Should an Eligible Member qualify for the Last Expense benefit and the underlying insured Death benefit, the Last Expense benefit will be paid in accordance with this clause 8.

9. **BEREAVEMENT COUNSELLING BENEFIT**

9.1 Payment of benefit

Following the death of an Eligible Member, ELAK will settle the costs for bereavement counselling for the family or specified beneficiary by a qualified counsellor as stated in the Policy Schedule, after the following conditions have been fulfilled:

- (i) The documents contained in Appendix 1 are submitted to ELAK; and

- (ii) The claim is admitted by ELAK.

10. EXTENSION OF COVER

Should an Eligible Member leave employment either through retrenchment or voluntary resignation, their cover shall be extended for one (1) month to avoid exposure as they prepare to move into their next phase of life.

11. MEDICAL EXPENSES REIMBURSEMENT

Should an Eligible Member be admitted in hospital for more than three (3) days and the length of admission exceeds such period, the Policy will pay an amount per day up to a maximum period set out in the Policy Schedule.

12. RETRENCHMENT COVER

- 12.1 Retrenchment, for the purpose of this Policy is defined as the termination of the Eligible Member's employment by the Policyholder as a result of involuntary means through no fault of the Eligible Member, involving termination of the Eligible Member are superfluous and includes the practices commonly known as abolition of office, job or occupation.
- 12.2 Should an Eligible Member be retrenched, the cover shall be extended up to a defined number of days, as set out in Policy Schedule. However, this benefit will only be paid for unforeseen reasons for retrenchment. Planned retrenchment, i.e., when the Policyholder makes the decision to retrench staff possibly due to financial constraints, and the decision is made while the policy is in force, will not be covered.

13. ACCIDENTAL DEATH BENEFIT

13.1. Accidental Death Benefit

Should the death of an Eligible Member who has not attained the Normal Retirement Age, be solely caused by Accident, and not arising from and/or during any of the following:

- (i) the deliberate and willful misconduct of the Employee; or
- (ii) whilst an Employee was deployed outside Kenya for a continuous period of twelve (12) months or longer for Occupational Diseases; or
- (iii) whilst an Employee was deployed outside Kenya for less than twelve (12) months if the employment outside Kenya is expected to last for more than twelve (12) months.
- (iv) active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (v) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
- (b) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective whether any of the aforesaid has been performed with the specific use of information technology,

The Accidental Death Benefit will become payable.

13.2. Payment of Accidental Death Benefit

13.2.1. On the death of an Eligible Member caused solely by Accident, ELAK will have the obligation to pay the Accidental Death Benefit described in the Policy Schedule to the Policyholder or the Director when the following conditions have been fulfilled:

- (i) The documents contained in Appendix 1 are submitted to ELAK; and
- (ii) The claim is assessed and approved by ELAK.

13.2.2. No claim in respect of a deceased Eligible Member shall be assessed and approved by ELAK unless ELAK receives:

- (i) written notice thereof within twelve (12) months after the date of death, and
- (ii) the required documents within twelve (12) months of the date of death.

14. ACCIDENTAL PERMANENT DISABILITY BENEFIT

14.1. Amount of the Accidental Permanent Disability Benefit:

The Accidental Permanent Disability Benefit cover in respect of each Eligible Member shall be equal to the Accidental Permanent Disability Benefit described in the Policy Schedule.

14.2. Payment of the Accidental Permanent Disability Benefit

If an Eligible Member suffers an Accidental Permanent Disability as the direct result of an Accident, and the relevant terms and conditions of this Policy are fulfilled, ELAK shall pay the Eligible Member's Accidental Permanent Disability Benefit. Payment of the benefit is subject to the submission of the following documents to ELAK, in respect of the Accidental Permanent Disability of an Eligible Member:

- a. ELAK'S prescribed claim form, duly completed;
- b. Proof to the satisfaction of ELAK of the Eligible Member's Accidental Permanent Disability;
- c. Proof to the satisfaction of ELAK that the Eligible Member was in the permanent and full-time service of the Policyholder at the date of the Accident; and
- d. Any further documents as may be required by ELAK to evaluate the claim.

No claim in respect of such Eligible Member's Accidental Permanent Disability shall be assessed and approved by ELAK unless ELAK receives:

- (i) written notice thereof within twelve (12) months after the date of occurrence of the Accident; and
- (ii) the required documents, as referred to in clause 14.2.

14.3. Conditions for payment of the Accidental Permanent Disability Benefit

ELAK shall not pay the Accidental Permanent Disability Benefit in respect of an Eligible Member if:

14.3.1 the Eligible Member's Accidental Permanent Disability arose directly or indirectly arise from and/or during one of the following:

- (i) Willful self-injury;
- (ii) active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (iii) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
- (b) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective whether any of the aforesaid has been performed with the specific use of information technology.

14.4 Reduction of underlying Accidental Permanent Disability Benefit

Should an Eligible Member, after the payment of an Accidental Permanent Disability Benefit, return to full-time employment as a permanent staff of the Policyholder, the Accidental Permanent Disability Benefit shall not be paid in respect of one or more Accidents if it amounts to more than the compensation payable in respect of the Accidental Permanent Disability Benefit.

14.5 Life Assistance Benefit

This benefit shall be payable in the event a member becomes permanent and totally disabled upto the limit specified in the schedule

15. ACCIDENTAL TEMPORARY DISABILITY BENEFIT

15.1. Payment of the full Accidental Temporary Disability Benefit

15.1.1. If an Eligible Member experiences Accidental Temporary Disability, such Eligible Member shall receive a periodical payments equivalent to the Eligible Member's weekly earnings, subject to the terms and conditions of this Policy and after ELAK has assessed and approved the claim.

15.1.2. The income shall continue until the occurrence of the first of the events set out in clause 15.3. No benefit is payable in terms of this Policy if the date of Commencement of Accidental Temporary Disability falls outside the period of the cover lapses in terms of this Policy.

15.1.3. An Eligible Member shall not be entitled to receive a periodical payment during any period in which the Eligible Member is receiving full pay as provided in the Employment Act No 11 of 2007, Laws of Kenya or any other law or contract of service.

15.2. Reduced benefit where claimant receives earnings from any occupation:

The periodic payment referred to in Clause 15.1 above, shall be reduced if such Eligible Member is receiving part payment of his remuneration so that the Eligible Member does not receive more than the Eligible Member would otherwise have earned.

15.3. Expiration of compensation for Accidental Temporary Disability Benefit

An Eligible Member's right to the compensation shall terminate in the following instances:

- 15.3.1. Upon recovery from the Accidental Temporary Disability or if the Eligible Member resumes work; or
- 15.3.2. If the Eligible Member is engaged in any other work at the same or greater earnings; or
- 15.3.3. If the Eligible Member receives Accidental Permanent Disability compensation; or
- 15.3.4. If an Eligible Member's service is terminated by the Policyholder while being disabled in terms of this Policy, no benefit shall be paid in terms of this Policy unless his premium is continued until a benefit becomes payable in terms of this Policy, provided that the consent required for temporary absence from the Policyholder shall not be necessary for the purpose of this clause; or
- 15.3.5. the Maximum Compensation Payment Period expires; or
- 15.3.6. the Claimant dies; or
- 15.3.7. ELAK is not satisfied that the Claimant still continues to fulfil the conditions in order to be eligible for the benefit in terms of this Policy; or
- 15.3.8. in the event of the failure to submit proof of the Claimant's continued disability or of loss of income; or
- 15.3.9. if the Claimant, without the Policyholder's consent, takes up employment with any other Employer that does not participate in the Policy; or
- 15.3.10. the Claimant reaches the Normal Retirement Age.

15.4. General Exclusions

15.4.1. ELAK shall not pay the Accidental Disability Temporary Benefit in respect of an Eligible Member if the Accidental Temporary Disability arose directly or indirectly from or is traceable to:

- (i) Willful self-injury; or
- (ii) active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (iii) (a) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
(b) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology,

15.4.2. Where an Eligible Member's employment depends on his being in possession of a valid pilot's or driver's licence, the loss of such pilot's or driver's licence will not constitute Disability.

15.4.3. The Policyholder shall immediately and in writing notify ELAK of any material change in the manufacturing or other physical processes or other business activities undertaken by the Policyholder. On receipt of such notice ELAK may in its sole discretion adjust the provisions of this Policy and the premium rates relating thereto.

15.5. Jurisdiction

An Eligible Member shall be entitled to cover in terms of this Policy provided he is present in Kenya, provided that the Eligible Member may reside or travel outside this territory for not longer than twelve (12) consecutive months without thereby prejudicing his rights in terms of this policy in any way.

15.6. Leave of Absence

15.6.1. No claim for payment in terms of this Policy shall be assessed and approved by ELAK if the Disability arises during a period in which the Eligible Member concerned is deliberately absent from the Policyholder's service without permission.

15.6.2. If the Policyholder gives the Eligible Member permission to be temporarily absent from his service, the Eligible Member's cover will remain in force, on condition that the Policyholder notifies ELAK in writing of the period of temporary absence if it is of a longer duration than two (2) months, and on condition that premiums continue to be payable in respect of the Eligible Member during the period of temporary absence.

15.7. Care of Medical Practitioner or Specialist

15.7.1. The Eligible Member shall as soon as possible after any Accident procure, or cause to be procured, proper medical attention and carry out in full the medical instructions and advice given.

- 15.7.2. Payment in terms of this Policy shall cease if and as long as ELAK decides that the Claimant is not under the regular care and attention of a medical practitioner or a specialist and that there is a reasonable chance that medical treatment will improve the Claimant's condition of Disability.

15.8. Cancellation

- 15.8.1. If the Accidental Temporary Disability Benefit described in this Policy is cancelled for any group of Eligible Member, the right of those Eligible Member to a benefit in terms of this Policy shall lapse with regard to claims for which the Commencement of Accidental Temporary Disability falls on or after the date of cancellation.

- 15.8.2. If the claim has been or is assessed and approved by ELAK:

- (i) the Accidental Temporary Disability Benefit payable in respect of the Claimant in terms of this Policy shall remain payable, provided that, in the case where the Accidental Temporary Disability Benefit commences after the date of cancellation, the premiums for the benefit in terms of this Policy are paid in respect of the Claimant until the commencement of payment of the income; and
- (ii) after the date of cancellation, no other benefit shall be payable with regard to the Eligible Member in terms of the Policy, and once payment of the above-mentioned income is terminated in terms of this Policy, no further income shall be payable.

15.9. Claims

- 15.9.1. The Policyholder shall procure that ELAK is notified in writing of any event which may give rise to a claim, within three (3) days of the happening of the event. The provisions of this clause relate only to the submission of documents in support of the claim and in no way detracts from ELAK'S right to determine the Commencement of Accidental Temporary Disability.

- 15.9.2. The Policyholder shall procure that the following information is submitted to ELAK when a claim for an Accidental Temporary Disability Benefit under this Policy is made:

- (i) Proof of age of the Eligible Member to the satisfaction of ELAK;
- (ii) Medical evidence to the satisfaction of ELAK which shows that a Claimant has suffered and continues to suffer Accidental Temporary Disability; and
- (iii) Any other evidence or information which ELAK may reasonably require.

- 15.10. The Eligible Member shall bear the cost of initial medical evidence required for the proof of Accidental Temporary Disability, which must be supplied by the medical practitioner and specialist who provides the Eligible Member with regular care or whom the Eligible Member has consulted in connection with the condition which is contributing to his Accidental Temporary Disability. ELAK shall bear the cost of any further medical evidence.

- 15.11. After ELAK has assessed and approved a claim, it may require from time to time that the Claimant submit proof, at ELAK'S expense and to ELAK'S satisfaction, that he still suffers Accidental Temporary Disability and loss of remuneration.

- 15.12. The Accidental Temporary Disability Benefit payable in terms of this Policy shall be paid on the last day of every calendar month, a *pro rata* payment will be made for any part of a month at the commencement or termination of disablement.

- 15.13. All benefits will be paid to the Policyholder at its registered office. The Policyholder shall arrange for payment to be made as soon as possible to the Claimant. The benefit shall continue to be paid until the occurrence of any of the events set out in clause 15.3.

16. MEDICAL EXPENSES REIMBURSEMENT BENEFIT

- 16.1 Medical Expenses Reimbursement benefit
 - 16.1.1. Should an Eligible Member be paid a benefit in terms of **clauses 9, 10 and 11** of this Policy, Medical Expenses reasonably incurred and authorised by a qualified medical practitioner will be payable by ELAK.
 - 16.1.2. The amount of Medical Expenses Benefit payable is subject to a maximum amount stated in the Policy Schedule.
- 16.2 Additional Claim Requirements

In addition to the stipulated documentation that should be submitted and requirements that should be met, it is recorded that for the purposes of medical claims, ELAK shall require the submission of valid Medical Expenses receipts/invoices from qualified medical practitioners. If valid receipts/invoices are not submitted, the Medical Expenses Benefit will not be paid by ELAK.

17. INSURED BENEFIT COVER INCREASES

- 17.1 Should an Eligible Member's Insured Benefit Cover be increased for any reason at any time after the Commencement Date:
 - 17.1.1 The Eligible Member must be actively at work attending to and capable of attending to all of his normal duties on the date of the increase. If he is not actively at work, the provisions of clause 3.3 shall apply in respect of the amount of Insured Benefit Cover in excess of that provided for him under this Policy immediately prior to the increase of such Insured Benefit Cover, subject to the same terms and conditions applicable under the Policy at that point.
 - 17.1.2 The provisions of clause 8.1.1 will be waived if the Eligible Member's increased Insured Benefit Cover exceeds the Free Cover Limit and he submits proof of insurability in terms of clause 5.2.1.

18. TEMPORARY ABSENCE

- 18.1. An Eligible Member's absence from the Policyholder's service with no, reduced or full remuneration may, subject to the Policyholder's discretion and acceptance by ELAK, be regarded as approved temporary absence.
- 18.2. The Policyholder shall provide ELAK with such information as ELAK may require in order to recognise the interruption in service as approved temporary absence. If the information is acceptable, the Eligible Member's Insured Benefit Cover shall continue during the period of approved temporary absence provided the required premium is paid in respect of the Eligible Member.
- 18.3. In the event that the information provided is not acceptable to ELAK then the Eligible Member's Insured Benefit Cover shall cease during the period of temporary absence.
- 18.4. The period of approved temporary absence shall not exceed twelve (12) months.

19. INFORMATION

- 19.1. The Policyholder shall supply ELAK with such forms and Eligible Members' particulars as ELAK may require for the purposes of this Policy.

- 19.2. Should the age notified to ELAK in respect of an Eligible Member prove to be incorrect, ELAK shall not be liable to pay any greater benefit under this Policy than would have been secured by the premiums paid in respect of the Eligible Member had his age been correctly stated at the outset. Should the age notified to ELAK in respect of an Eligible Member prove to be greater than his Normal Retirement Age, ELAK shall not be liable to pay any benefit in respect of the Eligible Member and all premiums received by ELAK in respect of the Eligible Member subsequent to his Normal Retirement Age shall be refunded.

20. RECORDS

ELAK shall have the right to inspect the records kept by the Policyholder in connection with this Policy. Should it become evident from such inspection that a claim has been assessed and approved by ELAK in respect of a person who was not entitled to a benefit under this Policy, ELAK shall, notwithstanding anything to the contrary contained in this Policy, recover from the Policyholder the amount of such claim and related costs.

21. ENDORSEMENTS

ELAK may alter the terms and conditions of this policy on renewal upon written notice of its intention to do so to the Policyholder.

22. CANCELLATION OF POLICY

- 22.1 The Policyholder or ELAK will have the right to cancel this Policy by giving the other party written notice thereof at least three (3) months prior to the cancellation date.
- 22.2 ELAK will have the right to cancel this Policy with immediate effect if:
- 22.2.1 the Policyholder has not fulfilled any of its obligations in terms of this Policy; or
 - 22.2.2 the number of Eligible Members decreases to fifteen (15) or less at any point in time.
- 22.3 Any termination or expiry of this Policy shall not affect any rights or liabilities that have accrued prior to such termination.

23. ENQUIRIES

Eligible Members shall address enquiries in respect of this Policy to the Policyholder. ELAK shall assist the Policyholder in answering enquiries but shall not correspond directly with Eligible Members.

24. STAMP DUTY

ELAK shall keep a schedule on which the appropriate stamp duty shall be affixed or imprinted in accordance with the benefits secured from time to time under this Policy. Such schedule shall be deemed to be an integral part of this Policy and ELAK will pay the applicable stamp duty to the revenue authorities.

25. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 25.1. The parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Policy, at which addresses all processes and notices arising out of or in connection with this Policy, its breach or termination may validly be served upon or delivered to the parties.
- 25.2. For the purposes of this Policy the parties' respective addresses shall be:

25.2.1. The Company ELAK
Equity Centre
Upper Hill
Hospital Road
Nairobi, Kenya
Attn: Angela Okinda
Email: Angela.Okinda@equityinsurance.co.ke

25.2.2. The Policyholder As specified in the Policy schedule

- 25.3. Any notice in terms of this Policy shall be in writing and shall:
- 25.3.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 25.3.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 15th day following the date of such posting;
 - 25.3.3. if given by electronic mail be deemed to have been received by the addressee on the date of delivery of the electronic mail message.
- 25.4. A party may notify the other party of a change to its address for the purposes of clause 25.2 provided that such notification shall only be effective on:
- 25.4.1. the date specified in the notification as the date on which the change is to take place; or
 - 25.4.2. if no date is specified or the date specified is less than fourteen (14) days after the date on which notice is given, the date falling fourteen (14) days after notice of any such change has been given.

26. MONEY PAYMENTS

All monies payable to ELAK shall be paid in Kenya Shillings at such place as shall be agreed upon between ELAK and the Policyholder from time to time.

27. CESSIONS AND PROTECTION OF POLICY BENEFITS

- 27.1. No Eligible Member or the Policyholder has the right to assign, transfer, cede, pledge, alienate or otherwise dispose of any benefit available in terms of this Policy.
- 27.2. The benefits payable in terms of this Policy (as described in and in accordance with section 99 of the Insurance Act CAP 487, Laws of Kenya as amended from time to time):
- 27.1.1. are safeguarded against any form of confiscation under a judgement or order of a court of law, and do not vest in the estate of the Eligible Member or dependent on insolvency or assignment; and
 - 27.1.2. shall not be available for the payment of the Eligible Member's creditors.

28. INDEMNIFICATION

The Policyholder shall indemnify the Eligible Members against all losses resulting from the negligence, dishonesty or fraud of any of its officers having the receipt or charge of monies payable in terms of this Policy.

29. NON-INDULGENCE

No indulgence on the part of any of the parties in exercising any right conferred upon such party in terms of this Policy shall constitute a waiver of any such right nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this Policy.

30. LIFE FUND

This Policy is issued subject to the memorandum and articles of association of ELAK.

31. SOLE CONTRACT

This Policy is the consequence of the negotiations between the Policyholder and ELAK and constitutes the whole and entire agreement between the parties with regard to the subject matter hereof. Therefore, there are and have been no agreements, representations or warranties between the parties other than those specifically set forth herein.

32. DATA PROTECTION

- 32.1. The parties to this Policy shall comply with their obligations under Data Protection Legislation.
- 32.2. The parties to this Policy shall not process, disclose or use Personal Data, except (i) to the extent necessary for the fulfillment of this Policy, or (ii) as otherwise expressly authorised by the Eligible Member in writing.
- 32.3. The parties to this Policy shall implement and maintain effective administrative, technical, and physical safeguards and appropriate technical and organisational measures to protect against the unauthorised or unlawful processing, use or disclosure of, accidental loss, destruction, damage to or alteration of Personal Data, and shall include (as a minimum):
 - 32.3.1. implementing the measures prescribed by Data Protection Legislation; and
 - 32.3.2. providing appropriate training to personnel that have access to Personal Data and ensure that they comply with all relevant requirements under Data Protection Legislation.
- 32.4. The parties to this Policy shall not disclose any Personal Data obtained from each other to any Third Party, even for back-up or storage purposes, without each other's prior written consent in each instance, other than to the extent required by any regulatory authority or law. The parties shall immediately notify each other, in writing, of any requirement by a regulatory authority to disclose Personal Data to it, in order to afford the party responsible for the Personal Data an opportunity to prevent the disclosure through appropriate means. The parties shall disclose no more Personal Data than is reasonably necessary to comply with the disclosure requirement.
- 32.5. The parties to this Policy shall notify each other, in writing, no later than business (2) business days after discovering any breach of this clause.
- 32.6. In instances where the parties to this Policy provide Personal Data to each other, the sharing party shall immediately notify the Life Assured of the sharing of Personal Data and the purpose thereof, and shall obtain all necessary consents in respect thereof (including for the other party to process such Personal Data).
- 32.7. Upon termination of this Policy for whatever reason, the parties to this Policy shall comply with each party's written request to either (i) return all Personal Data together with all copies thereof to the requesting Party; and/or (ii) destroy all Personal Data and certify to the requesting party that it has done so.

33. GOVERNING LAW AND DISPUTE RESOLUTION

- 33.1 This Policy and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Kenya.

- 33.2 In the case of any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination (any such dispute hereinafter referred to as a Dispute), each of the parties to the Dispute shall use its best efforts to resolve the Dispute by negotiation according to the following procedure:
- a) the party declaring a Dispute shall give the other party to the Dispute written notice stating in reasonable detail the nature of the Dispute, the heads of claim (if any) and the value (if known) (the **Notice**);
 - b) within fifteen (15) days after the date on which the Notice was served, each of the other party or parties to the Dispute shall submit a written reply setting out in reasonable detail their substantive response (the **Reply**); and
 - c) within thirty (30) days after the date on which the Reply was served, representatives from each party with authority to settle the Dispute shall meet at a mutually acceptable time and place in an attempt to resolve the Dispute.
- 33.3 This process of negotiation will be deemed to have failed if:
- a) the Dispute is not settled in writing within fourteen (14) days after the latest date as provided in clause 33.1 for the meeting of party representatives (or within such longer period of time as the parties to the Dispute may agree); or
 - b) any party to the Dispute fails or refuses to meet as required by the clause 33.1 above.
- 33.4 In the event the Dispute cannot be resolved amicably as provided in clause 33.1 above, the Dispute shall be referred to and finally resolved by arbitration under the rules of Chartered Institute of Arbitrators, Kenya Branch, which rules are deemed to be incorporated by reference to this clause, and each party hereto consents to such arbitration as the sole and exclusive method of resolving any such Dispute.
- 33.5 All Disputes shall be resolved by one (1) arbitrator appointed in writing jointly by the parties provided however in the event of a failure to agree between the parties on the choice of arbitrator within ten (10) days of the process of negotiation being deemed to have failed or if for any reason the arbitrator is unable to perform his/her function, the arbitrator shall be appointed by the President for the time being of the Chartered Institute of Arbitrators, Kenya Branch on the request of either party.
- 33.6 Each Party expressly agrees and consents to this process for nominating and appointing the arbitral tribunal.
- 33.7 The decision of the arbitrators shall be final and binding and the parties hereby irrevocably undertake not to take any steps to set aside or challenge the award in any court of law, except as allowed by law.
- 33.8 The venue and seat, or legal place, of the arbitration shall be Nairobi, Kenya, provided that parties may agree to all arbitration proceedings taking place virtually via video conference.
- 33.9 The language to be used in the arbitration shall be English.
- 33.10 If the parties (or any of them) initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding.
- 33.11 Notwithstanding the foregoing, a party is entitled to seek preliminary injunctive relief or interim or conservatory measures from a court of competent jurisdiction pending the final award.

- 33.12 The arbitrator's award may include interest, as determined by the arbitrator, from the date of any default or other breach of this Policy until the arbitral award is paid in full. Interest shall be awarded in an amount and at a rate in the arbitrator's discretion.
- 33.13 The costs of any arbitration proceedings shall be paid as specified by the arbitrator or tribunal or failing any decision by the arbitrator or tribunal on costs, equally by the parties to the Dispute.
- 33.14 Each party irrevocably waives any immunity in respect of its obligations under this Policy that it may acquire from the jurisdiction of any court or any legal or arbitral process for any reason including, but not limited to, the service of notice, attachment prior to judgement or attachment in aid of execution.

APPENDIX I

1. Data Requirements

- 1.1 Requirements of clause 4.1.2:
- (i) Total number of Eligible Members;
 - (ii) Total Annual Salaries/Sum Assured;
 - (iii) Premium paid based on these Annual Salaries/Sum Assured for each membership category; and
 - (iv) Applicable premium rate.
- 1.2 Requirements of clause 4.2.3:
In respect of each Eligible Member in Microsoft Excel format:
- (i) Full names and surname;
 - (ii) Date of birth;
 - (iii) Occupation;
 - (iv) Gender;
 - (v) Annual Salary; and
 - (vi) Insured Benefit Cover.

Any other details as ELAK may reasonably require.

2. Payment of Benefits

This checklist has been compiled to assist the Policyholder in submitting the required information and documents to ELAK.

2.1 Death Benefit - Requirements of clauses 5.1.1, 5.1.2 and 8.1.1:

The following supporting documentation must be submitted in the event of Death of Eligible Member:

- (i) Duly completed original ELAK death claim form;
- (ii) Certified copy of the death certificate and the burial permit;
- (iii) Certified copy of the identity document of the Eligible Member;
- (iv) Original or certified copy of the Eligible Member's latest three (3) salary statement;
- (v) Police inquest report/postmortem in case of unnatural death; and
- (vi) Any further documents required to evaluate the claim.

2.2 Disability benefit – Requirements of clause 6.2.1:

The following supporting documentation must be submitted:

- (i) Duly completed original ELAK Disability claim form;
- (ii) Original or certified copy of the latest salary statement prior to the Date of Disablement;
- (iii) Certified copy of the identity document of the Eligible Member;
- (i) Directorate Of Occupational Safety And Health Services forms in case of occupational disability;
- (ii) Original medical receipts in case of medical expense reimbursement; and
- (iii) Police abstract in case of road traffic accident.

In certain cases ELAK may require additional documents to evaluate the claim. This will be communicated when such information is required (the above information is however the general standard).

2.3 Critical Illness benefit – Requirements of clause 7.3.1:

The following supporting documentation must be submitted:

- (i) All four (4) prescribed claim forms that are to be completed by the Eligible Member, the Policyholder, the attending specialist and the general practitioner;
- (ii) Any other medical report / results of the tests relevant to the Eligible Member's condition;
- (iii) Copy of the latest salary statement prior to occurrence of the Critical Illness;

- (i) The Eligible Member job description;
- (ii) Proof of the last day on which the Eligible Member performed the key functions of his insured occupation;
- (iii) A properly certified copy of the Eligible Member's identity document;
- (iv) Confirmation of the date the Eligible Member commenced employment with the Policyholder, the date his cover under this Policy commenced as well as the date joined the previous Policy, if applicable;
- (v) Contact details of the Eligible Member, including a telephone number and address;
- (vi) If the claim has been submitted six (6) months after the occurrence of the Critical Illness, a suitable reason for the delay; and
- (vii) Any further documents required to evaluate the claim.

In certain cases ELAK may require additional documents to evaluate the claim. This will be communicated when such information is required (the above information is however the general standard).

2.4 All Benefit Payments – Banking Details:

A once off letter on the letterhead of the Policyholder stating the correct banking details. If the incorrect account details are provided to ELAK, ELAK will not be held liable for additional payments.

APPENDIX 2
FIRST SCHEDULE

DEGREE OF DISABLEMENT

		Minimum Degree of Disablement (%)
A. DEATH	Death as result of Accident	100
B. INJURY (GENERAL)	Loss of hand and foot above site of Symes amputation	100
	Injury resulting in the Eligible Member being Permanently bed-ridden	100
	NOTE: The loss of the thumb and four fingers of one hand is equivalent to the loss of a hand.	
C. INJURY TO UPPER LIMB	Loss of both hands or loss of both arms at higher sites	100
	Loss of remaining arm by one-armed workman	100
	Loss at shoulder or below shoulder with stump of less than 20 centimeters from tip of acromion	70
	Loss from 11 centimeters below tip of acromion to less than 20 centimeters from tip of olecranon	68
	Loss from 11 centimeters below tip of olecranon	65
	Loss of hand at wrist	60
	Loss of four fingers and thumb on one hand	60
	Loss of four fingers on one hand	40
	Loss of thumb:-	
	both phalanges	25
	one phalanx	10
	Loss of index finger:-	
	three phalanges	25
	two phalanges	10
	one phalanx	4
	tip and nail, no bone	2
	Loss of ring finger:-	
	three phalanges	6
	two phalanges	4
	one phalanx	2
	tip and nail, no bone	1
	Loss of little finger:-	
	three phalanges	6
	two phalanges	4
	one phalanx	2
	tip and nail, no bone	1
	Loss of metacarpals:-	
	three phalanges	6
	two phalanges	4
	one phalanx	2
	tip and nail, no bone	1
	Loss of metacarpals:-	
	first or second (additional)	3
	third, fourth, or fifth (additional)	2
	Ankylosis in optimum position:-	
	Shoulder	35
	Elbow	35
	Wrist	25
	NOTE: In the case of a right-handed Employee, an injury to the left arm or hand and, in	

		Minimum Degree of Disablement (%)
	the case of a left-handed employee, to the right arm or hand, may in the discretion of the Director be rated at ninety percent of the above percentages. Where there are two or more injuries the sum of the percentages for such injuries may be increased, at the discretion of the Director.	
D. INJURY TO LOWER LIMB	Loss of both feet above site of Symes amputation or loss of both legs at higher site	100
	Loss of remaining leg by one-legged Employee	100
	Loss of leg at hip or below hip with stump not exceeding 18 centimeters in length measured from tip of great trochanter	70
	Loss of leg below hip with stump exceeding 18 centimeters in length measured from tip of great trochanter but not beyond middle thigh	60
	Loss of leg below middle thigh to 10 centimeters below knee	50
	Loss of leg below knee with stump exceeding 10 centimeters	30
	Modified Symes operation:-	
	one foot	25
	two feet	70
	Loss of foot at tarso-metatarsal joint	25
	Loss of all toes of both feet proximal to the proximal inter-phalangeal joint	25
	Loss of all toes of both feet distal to the proximal inter-phalangeal joint	15
	Loss of all toes of one foot proximal to the proximal inter-phalangeal joint	15
	Loss of all toes of one foot distal to the proximal inter-phalangeal joint	10
	Loss of great toe:-	
	both phalanges	5
	one phalanx	2
	Loss of toe other than great if more than one toe lost, each	1
	Ankylosis in optimum position:-	
	Hip	50
	Knee	25
	Ankle	15
E. INJURY TO EYES	Total loss of sight	100
	Loss of remaining eye by one eyed Employee	100
	Loss of one eye, other being normal	30
	Total loss of vision of one eye, other being normal	30
	NOTE: Other degree of defective vision based on the visual defect as measured after correction with glasses:	
	when best visual acuity is in one eye	other eye
	6/6 or 6/9	6/24
	6/6 or 6/9	6/36
	6/6 or 6/9	6/60
	6/6 or 6/9	3/60
	6/12	Nil
	6/18	6/18
	6/18	6/24
	6/18	6/36
	6/18	6/60
		Minimum assessment (%)
		15
		20
		20
		30
		30
		15
		30
		40
		40

			Minimum Degree of Disablement (%)
	6/18	3/60	40
	6/18	Nil	40
	6/24	6/24	30
	6/24	6/36	40
	6/24	6/60	50
	6/24	3/60	50
	6/24	Nil	70
	6/36	6/36	50
	6/36	6/60	60
	6/36	3/60	60
	6/36	Nil	70
	6/36	6/60	80
	6/60	3/60	80
	6/60	Nil	9
	3/60	3/60	80
	3/60	Nil	80
	Nil	Nil	100
	NOTE: For the purposes of this Schedule, a one-eyed Employee means an Employee who has no sight in one eye.		
F. INJURY - LOSS OF HEARING	total loss of hearing - both ears	50	
	total loss of hearing - one ear	7	
G. GENERAL	Except where otherwise expressly provided, the following conditions shall apply to all assessments in this schedule- a) Total permanent loss of use of limb shall be treated as loss of limb. b) When there are two or more injuries the sum of percentages for such injures may be increased. c) The Director shall prescribe the compensation criteria for musculoskeletal disorders and occupational injuries not elsewhere covered.		

SECOND SCHEDULE

OCCUPATIONAL DISEASES

Part I

	DESCRIPTION OF DISEASE	DESCRIPTION OF WORK: Any Occupation involving:
1	Poisoning by lead or a compound of lead	The use or handling of, or exposure to the fumes, dust or vapour of lead or a compound of lead or a substance containing lead.
2	Poisoning by manganese or a compound of manganese	The use or handling of, or exposure to the fumes, dust or vapour of manganese or substance containing manganese.
3	Poisoning by phosphorus or phosphine or poisoning due to organic phosphorus compound	The use, handling of, or exposure to the fumes, dust or vapour of the anti-cholinesterase action of phosphorus or a compound of phosphorus or a substance containing phosphorus.
4	Poisoning by arsenic or a compound of arsenic	The use or handling of, or exposure to the fumes, dust or vapour of arsenic, or a substance containing arsenic.
5	Poisoning by mercury or a compound of mercury	The use or handling of, or exposure to the fumes, dust or vapours of mercury or a substance containing mercury
6	Poisoning by carbon bisulphide	The use of handling of, or exposure to the, fumes or vapour of, carbon bisulphide or a substance containing carbon bisulphide.
7	Poisoning by benzene or a homologue of benzene	The use or handling of, or exposure to the fumes of, or vapour containing benzene or any of its homologues.
8	Poisoning by a nitro-or amino- or chloro-derivative of benzene or of a homologue of benzene or poisoning by nitrochlorobenzene	The use or handling of or exposure to the fumes of, or vapour containing a nitro-or amino or chloro-derivative of benzene or any of its homologues or nitrochlorobenzene.
9	Poisoning by dinitrophenol or a homologue or by substituted dinitrophenol or by the salts of such substances	The use, handling of, or exposure to the fumes of, or vapour containing dinitrophenol, or any of its homologues or any substituted dinitrophenol or the salts of such substances.
10	Poisoning by tetrachlorethane	The use or handling of, or exposure to the fumes of or vapour containing tetrachlorethane.
11	Poisoning by tri-cresyl phosphate	The use or handling of, or exposure to the fumes of, or vapour containing tri-cresyl phosphate.
12	Poisoning by tri-phenyl phosphate	The use or handling of, or exposure to the fumes of, or vapour containing tri-phenyl phosphate.
13	Poisoning by diethylene dioxide (dioxan)	The use or handling of, or exposure to the fumes of, or vapour containing diethylene dioxide (dioxan).
14	Poisoning by methyl bromide	The use or handling of, or exposure to the fumes of, or vapour containing methyl bromide
15	Poisoning by chlorinated naphthalene	The use or handling of, or exposure to the fumes of, or dust or vapour containing chlorinated naphthalene
16	Poisoning by nickel	Exposure to nickel carbonyl gas.
17	Poisoning by nitrous fumes	The use or handling of nitric acid or exposure to nitrous fumes.
18	Poisoning by Gonioma Kamassi (African boxwood)	The manipulation of gonioma kamassi or any process in or incidental to the manufacture of articles therefrom.

1 9	Anthrax	The handling of wool, hair, bristles, hides or skins or other animal products or residues, or contact with animals infected with anthrax.
2 0	Glanders	Contact with equine animals or their carcasses.
2 1	(a) Infection by leptospira interohaemorrhagiae	Work in places which are, or are liable to be, infected by rats.
2 2	Ankylostomiasis	Work to do or about a mine.
2 3	(a) Dystrophy of the corneal (including ulceration of the corneal surface) of the eye	The use or handling of, or exposure to, arsenic, tar pitch, bitumen, mineral oil (including paraffin) soot or any compound, product or residue of any of these substances.
	(b) Localized new growth of the skin, papillomatous or keratotic	
	(c) Squamous-celled carcinoma of the skin, due in any case to arsenic, tar, pitch, bitumen mineral oil (including paraffin), soot or any compound, product or residue of any of these substances.	
2 4	Inflammation, ulceration or malignant disease of skin or subcutaneous tissues or of the bones, or cataract, due to electro-magnetic radiations (other than radiant heat), or to ionising articles.	Exposure to electro-magnetic radiation other than heat, or to ionizing particles.
2 5	Heat cataract	Frequent or prolonged exposure to rays from molten or red-hot material
2 6	Decompression sickness	Subjection to compressed or rarefied air.
2 7	Cramp of the hand or forearm due to repetitive movements	Prolonged periods of handwriting, typing or other movements of the fingers, hand or arm.
2 8	Subcutaneous cellulites of the hand (beat hand).	Manual labour causing severe or Prolonged, friction or pressure on hand.
2 9	Bursitis, or subcutaneous cellulites arising at or about the knee due to external friction or pressure at or about the knee (beat knee)	Manual labour causing severe or prolonged external friction or pressure at or about the knee.
3 0	Bursitis or subcutaneous cellulites arising at or about the elbow due to severe or prolonged external friction or pressure at or about the elbow.(beat elbow)	Manual labour causing severe or prolonged external friction or about the elbow.
3 1	Traumatic inflammation of the tendons in the hand or fore-arm, or the associated tendon sheaths	Manual labour, or frequent or repeated movements of the hand or wrist.
3 2	Miner's systagmus	Work in or about a mine.

3 3	Poisoning by beryllium or a compound of beryllium.	The use or handling of, exposure to the fumes, dust or vapour of beryllium or a compound of beryllium, or a substance containing beryllium.
	(a) carcinoma of the mucous membrane of the nose or associated air sinuses	Work in a factory where nickel is produced by decomposition of a gaseous nickel compound.
	(b) Primary carcinoma of a lung	Work which necessitates working in or about the building or buildings where that process or any other industrial process ancillary or incidental thereto is carried on.
3 5	Tuberculosis	Any occupation involving:- Close and frequent contact with a source or sources of tuberculosis infection by reason of employment:- (a) in the medical treatment or nursing of a person or persons suffering from tuberculosis, or in a service ancillary to such treatment or nursing; or (b) in attendance upon a person or persons suffering from tuberculosis where the need for such attendance arises by reason of physical or mental infirmity; (c) or as a research Employee engaged in research in connection with tuberculosis; or (d) as laboratory Employee, pathologist or post-mortem Employee where the occupation involves material which is a source of tuberculosis infection, or in an occupation ancillary to such employment.
3 6	Primary neoplasm of the epithelial lining of the urinary bladder (Papilloma of the bladder), or of the epithelial lining of the pelvis or of the epithelial lining of the ureter.	(a) work in a building in which any of the following substances is produced for renal commercial purposes- (i) alphanaphthylamine; (ii) diphenyl substituted by at least one nitro or primary amino group; (iii) any of the substances mentioned in sub-paragraph (ii) above if further ring substituted by halogen methyl or methoxy groups but not by other groups; (iv) the salts of any of the substances mentioned in sub-paragraphs (i) to (iii) above; (b) The use of handling of any of the substances mentioned in sub-paragraphs (i) to (iv) of paragraph (a), or work in a process in which any such substance is used or handled or is liberated. (c) The maintenance or cleaning of any plant or machinery used in any such process as is mentioned in paragraph (b), or the cleaning of clothing used in any such building as is mentioned in paragraph (a) if such clothing is cleaned within the works of which the building forms a part or in a laundry maintained and used solely in connection with such work.
3 7	Poisoning by cadmium	Exposure to cadmium fumes.

3 8	Inflammation or ulceration of the mucus membrane of the upper respiratory passages or mouth produced by dust, liquid or vapour	Exposure to dust, liquid or vapour.
3 9	Non-infective dermatitis of external origin (including chrome ulceration of the skin but excluding dermatitis due to ionising particles of electromagnetic radiation other than radiant heat)	Exposure to dust, liquid or vapour or any other external agent capable of irritating the skin including friction or heat but excluding ionising particles or electromagnetic radiations other than radiant heat.

Part II

4 0	Silicosis, asbestos or other fibrosis of lungs caused by mineral dust	any occupation in which workmen are exposed to the inhalation of silica dust, asbestos dust or other mineral dust other than a 'dusty occupation' as defined in the Grass Fires Act (Cap. 327).
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