

Umbrella Group Last Expense (Policy Document)

Underwritten by Absa Life Assurance Kenya Limited

You have received this insurance policy document because you have taken out an Absa Life Assurance Kenya Policy with us ("Policy"). All the important Terms and Conditions relating to this Policy are set out in this document which is also known as your insurance policy.

This document is designed to ensure that you fully understand how much you pay, your payment method, your benefits, when your claim will and will not be paid and other important features of your Policy. The information you have been given in this document does not contain financial advice as to whether this insurance product is suitable for you. That decision is yours. It is very important that you:

1. Read and understand these Terms and Conditions
2. Make sure that you are eligible for this Policy
3. Make sure that you know what is and is not covered by the Policy
4. Keep these Terms and Conditions to refer to whenever you need to
5. Check these Terms and Conditions from time to time to make sure that this Policy is still suitable for you

Other Information about our contract with you

The following Policy information makes up our entire contract with you:

- Your Application
- These Terms and Conditions
- Any amendments that have been agreed to by both you and us and which we would have sent to you in writing.

All our obligations to you are contained in the documents described above.

Complete agreement

1. This Policy and any endorsement thereto, together with the Application Form submitted to the Insurer, and any written instructions given to the Insurer from time to time by or on behalf of the Policyholder, represent the full agreement between the Insurer and the Policyholder.
2. No amendment hereof is valid or enforceable unless reduced to writing by the Insurer and posted to the Policyholder at the last address furnished by the Policyholder to the Insurer or posted sent to Policyholder through regulatory approved electronic means.
3. Should any differences or variances exist between the terms of this Policy and any other documentation forming part of the agreement between the Insurer and the Policyholder, then the terms of this Policy shall take precedent.
4. Misrepresentation: - If you provide any false information on your application or you do not disclose any material fact or circumstances when submitting a claim, We may cancel Your Policy immediately, no benefit will be paid to you, and you risk not getting any of your money back.
5. We will, at least thirty (30) days before any change is made to your Policy, notify you in writing of any changes that we want to make to your Policy subject to regulatory approval. Where the changes are in relation to premiums, there will be a 90-day written notification.
6. The policy falls under all the applicable the laws and currency (Kenyan Shillings) of the Republic of Kenya. The applicable laws shall be and not limited to the Laws of the Republic of Kenya, Antibribery and Corruption Laws and Regulations, Sanctions, Anti-money Laundering and any other relevant law that may come into force

Frequently used words

We want you to understand each of the terms of this Policy. Below are some words that will be explained here and which you will see used frequently in this document.

Policy Wording	Description
Umbrella Group Last Expense Policy	This is the name that we have given to this insurance product. When we refer to the Policy, it means the same thing.

Application	A form either in physical or regulatory approved electronic means used to collect the necessary information in order to underwrite a given risk. The applicant completes it to receive insurance
Applicable Laws	Shall be and not limited to the Laws of the Republic of Kenya, Anti-bribery and Corruption Laws and Regulations, Sanctions, Anti-money Laundering and any other relevant law that may come into force.
Accident	An accident is a violent, sudden and external event beyond your control. This event must occur at a time and place that can be identified and which results in Death or Permanent Disability within one year of the event.
Accidental permanent disability	This is when you become permanently disabled due to an accident during the cover period.
Accidental hospitalization	This is when you become hospitalized due to an accident during the cover period.
Benefit/Sum Assured	This is the amount that we will pay if an insured event occurs and we receive a valid claim from the claimant.
Beneficiary (ies)	<p>A life insurance Beneficiary is a person or entity you select to receive the death benefit from your life insurance policy when you pass away. The Beneficiary(ies) has no legal right to the Policy during the life time of the Main Member/ Proposer/Client/Customer/ Policyholder</p> <p>The Beneficiary is paid the death benefit because your life insurance policy is a contract between you and the life insurance company. That means the face amount of the policy goes to your nominated Beneficiary regardless of what Your will, probate courts or family say.</p> <p>Beneficiary is nominated by the client at application or amended at any time during the duration of the Policy.</p>
Children	This is main member's biological children, children that have been naturally or legally adopted by the main member who are schooling and are legally under the parents.
Claim	A right that entitles you (or a nominated beneficiary) to receive a benefit under this policy. The claim must be valid and it should meet all the terms and conditions in this policy.
Claimant	This will be any person who submits a claim. If the claimant is not you, you should ensure that this person knows of this policy and of his/her responsibility to inform us of the claim.
Cover period	This is the period when you are insured against death due to natural causes or an accident and where premium payable in terms of these terms and conditions are paid.
Critical Illness	This is when you are diagnosed with a medical condition by a medical specialist, with evidence to support the condition. A list of Critical Illnesses are provided under "How will you know if you are diagnosed with critical illness in terms of this Policy.
Death	This is when you die due to natural causes or an accident during the cover period.
Endorsements/ Amendment	Written document(s) attached to this Policy that modifies the original Policy details as expressly requested by the Policyholder and confirmed in writing by ALAK. The Policy describes the features and benefits that may be amended.

Grace Period	A Grace period is an extended time period granted to You to pay the total outstanding premiums that You did not pay on the last due date. This Grace Period shall be 30 days from date of the first missed premium.
Hospital	A registered institution which maintains permanent full-time facilities for the care of overnight resident patients and which has operating and radiological facilities for diagnostic and surgical treatment of injured and sick persons by, or under the supervision of medical practitioners. It must continuously provide 24 hours a day nursing services supervised by a registered nurse.
Inception Date	The date when the first premium is collected by the Insurer, from which date the cover starts.
Illness	This is a disease or sickness of the body.
Injury	This refers to bodily harm or physical trauma to an insured person.
Insurer	Absa Life Assurance Kenya (ALAK)
Insured	This refers to Main Member, his/her spouse and children and extended family members who have been nominated for cover in this policy and who reside in Kenya/are citizens of Kenya
Insured Event	When this event happens, and a valid claim is submitted to us, we will pay a benefit.
Lapse	This is what will happen to your Policy when you do not pay the total outstanding premiums even after you have been given a grace period and that grace period has expired. This means that you no longer have insurance cover with us.
Main Member	This is the person who enters this policy contract with the insurer.
Medical Practitioner	A person currently legally licensed and registered to practice medicine in Kenya, not including the insured or members of his/ her immediate family.
Medical Treatment	This is a medical practitioner's medical advice, treatment, consultations and prescribed medication.
Natural Permanent Disability	This is when you become permanently disabled due to natural causes during the Policy Term.
Policy	This is our contract with you.
Policy Anniversary	This is the annual date at which your policy is a year older.
Policyholder	This is the legal owner of the Policy.
Policy Schedule	This is the information that will confirm your Premiums and Benefits. This Policy Schedule will also contain other details such as your Policy number, your personal information, the names of the Beneficiaries and other important information which you communicated to us during the application for this Policy.
Policy Start/ Commencement Date / Inception date	The first day from which you have insurance cover under this policy. This is the day on which we receive your first premium and subject to successful underwriting
Premium	This is the amount of money you pay periodically for the benefits of this policy. The premium paying frequency can be Monthly, Quarterly, Semi-annually, Annually or in a Single installment.
Spouse	Legally married spouse with legally acceptable proof of marriage using a marriage certificate or a sworn affidavit. For this product, a maximum of 1 (one) only
Waiting Period	This is the period of time that must pass before we may pay a valid claim for an insured event.

You or Your or Yours	This refers to You. You are the legal owner of this policy.
We or Us or Ours	This is Absa Life Assurance Kenya Limited (ALAK), a registered insurer with registration number CPR 2014/153842 licensed to underwrite long term insurance products. This is the legal entity which you have entered a contract with.

1. Insured Events

1.1. Insured Events under this Policy

- Death Benefits
- Accidental Permanent Total Disability Benefits
- Critical Illness
- Spouse Continuation
- Additional adult or child(ren) – At additional premium per person

1.2. Conditions to be considered as permanently disabled in terms of this Policy

Your disability must be permanent and irreversible as advised by a licensed medical practitioner. This consideration will be at our sole discretion. We will pay the Disability Benefit based on the severity of your condition as described in the table below:

Activity	Description of Activity	% of Sum Assured Payable
Speaking	The permanent inability to communicate verbally in order for others to understand.	100%
Hearing	The permanent inability to hear someone speaking in a normal voice in a quiet room.	Loss of hearing on one ear – 50% Loss of hearing in both ears – 100%
Vision	Total and permanent loss of all vision with no light perception in an eye.	Loss of vision on one eye – 50% Loss of vision in both eyes – 100%
Immobility	Permanently physically unable to get in or out of bed or a wheelchair without assistance.	100%
Loss of, or loss of function of, 90% or more of the affected limb	<p>Foot</p> <ul style="list-style-type: none"> • For this purpose, a foot includes the ankle joint. • Amputation refers to the complete physical severance of a leg below the knee, or through or above the ankle. 	One Foot – 50% Two Feet – 100%
	<p>Leg</p> <ul style="list-style-type: none"> • For this purpose, a leg includes the hip joint. • Amputation refers to the complete physical severance of a leg through or above the knee. 	One Leg – 50% Two Legs – 100%
	<p>Hand</p> <ul style="list-style-type: none"> • For this purpose, a hand includes the wrist joint. • Amputation refers to the complete physical severance of an arm below the elbow, or through or above the metacarpal bones of the hand. 	One Hand – 50% Two Hands – 100%

	Arm	One Arm – 50%
	<ul style="list-style-type: none"> For this purpose, an arm includes the shoulder joint. Amputation refers to the complete physical severance of an arm above the elbow. 	Two Arms – 100%
Mental Wellness	Being legally institutionalized by a psychiatrist in a registered mental institution.	100%
Paraplegia or Quadriplegia	Total and irreversible loss of use of two or more limbs through paralysis as a result of injury in the brain or spinal cord. The paralysis must be supported by appropriate neurological evidence. A specialist must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.	100%

1.3. Conditions to confirm that you are diagnosed with critical illness in terms of this Policy

50% of the sum assured on 1st ever diagnosis of either a heart attack, stroke, cancer, coronary artery disease surgery, major organ transplant, kidney failure, paraplegia or paralysis.

Once paid the benefit reduces by 50% the balance of which may be settled on death or Permanent Total Disability as a final and absolute pay-out. Benefit is limited to a maximum of 1 critical illness claims per year. Benefit is only applicable to the Policyholder only.

The Critical illness is an accelerate benefit meaning that after payment, a Reduced Benefit will be payable on death/disability before the end of the one year cover period.

Critical Illness is defined as the first positive diagnosis of any of the following illnesses by a medical practitioner registered with the Kenya Medical Practitioners and Dentists Board and shall include the conditions listed in the table below.

Condition	Description of condition
Heart Attack	<p>Heart attack being the death of a portion of the heart muscle resulting from a blockage of the coronary arteries.</p> <p>The diagnosis being evidenced by</p> <ol style="list-style-type: none"> a history of prolonged chest pain new electrocardiograph changes indicative of heart muscle death imaging evidence of new loss of viable heart muscle elevation of cardiac enzymes above recognized standard laboratory level of normal results: <p>Troponin T > 200 ng/L (0.2 ng/ml or 0.2 ug/L) Troponin I > 500 ng/L (0.5 ng/ml or 0.5 ug/L) (and in the case of CPK this must be a CPK – MB measurement)</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> other acute coronary syndromes angina without myocardial infarction <p>Claim under this condition invalidates a claim under Coronary Artery Surgery.</p>

Coronary Artery Surgery & or Replacement of Heart Valve

Coronary artery surgery is the actual undergoing of bypass surgery (either saphenous vein or internal mammary graft) to correct narrowing or blockage of one or more coronary arteries with by-pass grafts. Confirmation of coronary artery disease by angiography is required, including surgical reports of the bypass graft.

Replacement of Heart Valve is the undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) to replace or repair one or more heart valves.

This benefit excludes percutaneous angioplasty and /or intra-arterial procedures not necessitating thoracotomy.

A claim under this condition invalidates a claim under Heart Attack.

Stroke

Stroke is any cerebrovascular incident producing neurological sequelae lasting more than twenty-four hours and including infarction of brain tissue, intracranial and/ or subarachnoid haemorrhage and immobilisation from an extra cranial source. Evidence of permanent neurological deficit must be produced through a full neurological examination by a specialist neurologist any time after three months. This examination should establish permanence for a valid claim.

The following conditions are however excluded:

- Transient ischaemic attack;
- Vascular disease affecting the eye or optic nerve;
- Death of tissue of the optic nerve or retina / eye stroke
- Migraines and vestibular disorders;

A claim for this condition also invalidates a claim for paraplegia that can occur from a stroke.

Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of normal surrounding tissue. This includes leukaemia, lymphoma, Hodgkin's disease and mixed tumours of the parotid gland. Such cancer as defined above must be positively diagnosed by a Medical Practitioner qualified in the appropriate speciality of pathology.

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ or melanoma in situ
 - having borderline malignancy; or
 - having low malignant potential;
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- Tumours in the presence of any human immunodeficiency virus are excluded.

Renal Failure	Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required. A claim under this condition invalidates a claim under major organ transplant relating to Kidney.
Major Organ Transplant	The human to human organ transplant from a donor to the Insured Person of one or more of the following organs: Kidney, Heart, Lung, Heart-Lung, Liver or Pancreas. The transplant of Bone Marrow is included. The transplantation of all or other organs, parts of organs or any other tissue transplant is excluded. A kidney transplant claim under this condition invalidates a claim under Renal Failure.
Paraplegia	The total and permanent loss of use of either legs or both arms through paralysis. Total loss of muscle function of sensation to the whole of both the lower limbs and/ or both upper limbs as a result of injury or disease. Disability must be established for a continuous period of 12 calendar months and be supported by objective specific and relevant medical investigations. A claim for a stroke that has caused paraplegia invalidates this benefit.

2. Benefits under this Policy

- Umbrella Group Last Expense Funeral Benefit
- Umbrella Group Last Expense Permanent and Total Disability Benefit
- Umbrella Group Last Expense Critical Illness Benefit

2.1. Umbrella Group Last Expense Funeral Benefit

This Benefit covers Death resulting from natural causes or an Accident. This Benefit will pay 100% of the Sum Assured directly to your nominated Beneficiary. The Funeral Benefit is subject to a Waiting Period as described in this Policy. This benefit will continue for the rest of your life as long as your Premiums are paid. The Benefit is limited to a maximum of 5 claims per family per year.

Those eligible for this benefit are the Principal, Spouse & Children, Parents, Parents in-law and 2(two) additional adults

2.2. Umbrella Group Last Expense Accidental Permanent and Total Disability Benefit

This Benefit covers Permanent and Total Disability as a result of an accident. 100% of the Sum Assured will be payable. Once paid this is a final and absolute payout. This Benefit is only applicable to the Principal member, Spouse and their children. The Benefit is limited to a maximum of 5 claims per year. This Benefit is not applicable to additional adults and Parents.

2.3. Umbrella Group Last Expense Critical Illness Benefit

This Benefit covers 50% of the Sum Assured on 1st diagnosis of either a heart attack, stroke, cancer, coronary artery disease surgery, major organ transplant, kidney failure, paraplegia or paralysis. Once paid the benefit reduces by 50%, the balance of which may be settled on death or Permanent Total Disability as a final and absolute pay-out. Benefit is limited to a maximum of 1 critical illness claims per year. This Benefit is only applicable to the Principal Member only. This Benefit is not applicable to Spouse and Children, additional adults and Parents.

3. Waiting Period Applicable

Category of Membership	Type of Benefit	Applicable Waiting Period
Principal Members, spouse & Children	Illness related death	One (1) month from date of commencement of cover
Parents, Parents in Law & Additional Adults	Illness related death	Three (3) months from date of commencement of cover

Nuclear Family (Principal Member, spouse & Children Only)	Accidental Permanent Total Disability	None
Principal Member Only	Critical Illness	6 months

4. Age limits for these benefits

Member	Min Age at Entry	Max Age at Entry
Principal, spouse & Additional adult	18 years	69 years
Additional Adults Brothers & Sisters	1 year	64 years
Parents & In Laws	35 years	84 years
Children	2 weeks	21 years
Critical Illness	18 years	64 years
Accidental Permanent and Total Disability	1 year	64 years

NOTE:

There is a risk that the Date of Birth of Parents and Extended Family members is found to be incorrect at time of claim, and should this be the case, the following will take place:

- If the age exceeds the maximum age at entry, the Death Benefit will not be payable.
- Where the member was declared directly on the principal's benefit, there will be no refund of premium (As premium is not charged/paid per person).
- Where the member was declared as an additional life, there will be a refund of premium (As premium is charged/paid per person).

Benefit Cease Age Limits

Member	Maximum Cover Age
Principal, Spouse & Additional Adult	For life subject to no breaks in cover i.e., continuous payment of annual premium when due.
Additional Adults Brothers & Sisters	For life subject to no breaks in cover i.e., continuous payment of annual premium when due.
Parents & In Laws	For life subject to no breaks in cover i.e., continuous payment of annual premium when due.
Children	Up to 25 years with proof of being a fulltime student
Critical Illness	65 years
Accidental Permanent and Total Disability	65 years

5. Spouse Continuation

On death of the Policyholder/ Principal member dies, dependent's cover continues to the end of the current policy period. Upon the next renewal date, the spouse may elect to continue with the policy as the main member by paying the annual premiums. At claim stage, there should be a notification to the surviving spouse of the option available and the timelines within which to exercise.

A new policy should be issued to replace the old one should the surviving spouse exercise the Continuation Benefit Option. The spouse becomes the policyholder of the new policy.

Waiting period will be waived on the new policy, independent of whether or not the old policy had sat through the full 3-month waiting period. The waiver of waiting period will only be applied to all lives who were on the old policy. The minimum age at entry rule will be waived for a spouse exercising a Continuation Option Benefit.

No changes will be permitted on the new policy, namely: the levels of sum assured.

Changes on the lives assured will be allowed subject to the following:

- Removals of existing lives assured will be allowed under the new policy, and the total premium payable will be reduced accordingly
- Levels of sum assured on the existing lives assured may be reduced subject to the minimum sum assured as per the product rules, and the premiums payable will be reduced accordingly
- New lives can be added under the new policy (e.g. new spouse, new child, etc.), subject to them sitting through a 1-month waiting period

6. Scope of Cover for additional Life Assured other than nuclear

Additional adults are limited to, biological brothers and sisters up to a maximum of two (2) adults per principal member.

7. Maximum Liability/Exposure

The maximum sum assured for any one Principal Member or Spouse on cover is KES. 1 million across all policies that may be effected on the one life by other principal members.

The maximum Liability sum assured for any one parent or additional adult on cover is KES. 600,000 across all policies that may be effected on the one life by other principal members.

There shall be no refund in premiums upon exit of a member after the expiry of the first 30 days from signing up for the policy and new members joining mid cover are required to pay the full annual premium.

The Maximum Sum assured for parents is Kes. 200,000 for all benefit packages.

The Maximum Sum assured for children below 10 Years is Kes. 100,000.

The Maximum Sum assured per additional adult is Kes. 200,000.

8. Commencement Date

The policy cover starts on the date on which ALAK receives the first premium, notwithstanding the indicated commencement date on the application form.

Moreover, a 30-day cooling-off period will apply from the date the premium is first received (i.e. policy commencement date). Where the policyholder exercises their rights to cancel the policy during the cooling-off period, then the benefit payable is equivalent to the full premiums.

This benefit is payable provided no claim has been instituted in terms of the policy. In addition, the corresponding commission (net of withholding tax) will be clawed back from the affected distribution channel.

The renewal date of the Policy shall be the 1st Day of the month in the following year in which the cover for the Policy commenced.

9. Beneficiary(ies)

The policyholder is automatically the nominated beneficiary on a disability and critical illness

The Principal Member is the automatic ultimate beneficiary for all the dependents.

The nominated Beneficiary: - The Principal Member/Policyholder will nominate a legal person to be paid the death benefits in the event of his/her death. The nomination will be made through the application form or request to amend beneficiary executed by the Principal Member/ Policyholder and has been received and confirmed by ALAK.

10. Waiting Period and Deferred Period

The product has waiting periods that will apply to natural causes benefits, including critical illness and Disability benefits. The waiting periods will apply as follows:

Category of Membership	Type of Benefit	Applicable Waiting Period	Deferred Period
Principal Members, Spouse & Children	Illness related death	One (1) month from date of commencement of cover	n/a
Parents, Parents in Law & Additional Adults	Illness related death	Three (3) months from date commencement of cover	n/a
Nuclear Family (Principal Member, Spouse & Children Only)	Accidental Permanent Total Disability	None	n/a
Principal Member Only	Critical Illness	6 months	6 months

A deferred period of six (6) months applies on permanent total disability to allow for the permanence of the disability to be confirmed, meaning that the disability needs to have been in existence for 6 months before the benefit is paid out.

11. Premiums

- Premium rates are based on the sum assured.
- Premiums are subject to review on an annual basis subject to performance of the Scheme.

11.1. Premium Frequency

- Premiums will be payable annually in advance.

11.2. Grace Period

- There will be 30 days of grace, from the date the renewal premium was due.
- During the 30-day grace period, the lives assured are not on cover.

11.3. Premium Discount

- No premium discounts are applicable

11.4. Premium Levy & Stamp Duty

- This shall be charged at Scheme Level.
- The premium charged is inclusive of the PHCF Levy.

11.5. Premium Collection

- Premiums will be collected via debit order or MPESA mobile money transfer via Paybill
- Policyholders will be allowed to pay via MPESA mobile money (for first premium only)

12. Policy Amendments

The following alterations will be allowed, but with conditions:

1. Changing details of nominated beneficiary(-ies) – Executed by policy holder and received and confirmed by ALAK.
2. Adding new children, spouse or parents in-law – Subject to maximum Cover and Waiting Period

13. Policy Termination

13.1. This policy will terminate on the following:

- Submission of claim on death of the policyholder
- Non-payment of premiums

13.2. Policy Cancellations

- Cancellations will be allowed within the cooling off period, but should be in writing
- There is no premium refund on cancellation after the cooling off period.

13.3. Policy Lapse

- In the event of no payment of premiums and lapsing of the Grace Period, the policy will automatically Lapse.
- There will be no cover during the grace period.
- There will be no cover after the policy lapses.

14. Reinstatement

Reinstatement of policy is possible at any time. If a policy is reinstated within the first month, then no waiting period is applicable. If a policy is reinstated

after the 1st month, the client will be required to sign a new application form and will be subject to the waiting periods.

On receipt of full premiums, cover will resume (subject to the original policy rules on waiting period).

15. Claim

How to Claim

- Claims must be submitted directly to ALAK or ABK (who will forward the documents to ALAK)
- Claims must be reported in writing within 180 days of the claim event (
- Should special circumstances arise that lead to a claim being reported outside the 180 days, then the claim will be honoured in line with the ex-gratia or loss-event claim process

15.1. Required Death Claim Documentation

The minimum required set of documentation required for death claims will be as follows:

- Completed and signed Last Expense claim form – Policy Number to be included
- Certified copy of the ID/Passport of the deceased (if not policyholder)
- Certified of the Burial Permit (a funeral claim);
- Any additional documents that may be required to assess the claim.

In addition to the above, the following documentation will be required if the claimant is a nominated beneficiary:

- Certified copy of the original Identification Document of the beneficiary

15.2. Required Disability Claim Documentation

The minimum required set of documentation required for disability claims will be as follows:

- Completed and signed Disability Claim Forms – Policy Number to be included;
- Completed and signed Medical Report from a doctor on the ALAK medical panel;
- Certified copy of the ID/Passport of the policyholder;
- Certified copy of the ID/Passport of the life assured (if not policyholder);
- Police Abstract Report form (an accidental disability claim);
- Any additional documents that may be required to assess the claim.

15.3. Required Critical illness Claim Documentation

The minimum required set of documentation required for critical illness claims will be as follows:

- Completed and signed Critical Illness Claim Forms – Policy Number to be included.
- Completed and signed Medical Report from a doctor on the ALAK medical panel;
- Certified copy of the ID/Passport of the policyholder.
- Certified copy of the ID/Passport of the life assured (if not policyholder);
- Any additional documents that may be required to assess the claim

16. Claim Exclusions

This policy will not pay out if risk event is due to any of the pre-specified conditions.

A Benefit would not be payable if your death or disability or critical illness is caused either directly or indirectly by:

- Self-inflicted injuries
- Breach of any criminal law by you or anyone acting on your behalf or with your permission or knowledge or by anyone claiming a Benefit under this Policy.
- Your wilful participation in war, civil commotion, riot, terrorist activity, or rebellion;
- Radioactivity or nuclear explosion
- Driving a motor vehicle while over the legal alcohol limit;
- The intentional inhalation of fumes, consumption of poisons, drugs or narcotics, except as prescribed by a qualified medical practitioner and which were used according to prescription;
- Taking part in activities as a professional, including as a stuntman or stuntwoman.
- An attempt to break a record

17. General Provisions

17.1 Data Protection

The Insurer agrees to be bound by the data protection and data privacy rules as set out in the policies of the Insurer, and further to use data provided only for the purpose of providing the insurance as set out in this Policy document.

17.2 Currency and Law

Amounts payable in terms of this Policy, either to or by the Insurer, are payable in the lawful currency of Kenya at the head office of the Insurer. Any question of law arising under this Policy shall be decided according to the laws of Kenya.

17.3 Fraud

If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy, or if any of the events insured against under the policy are occasioned by the Insured's intentional conduct or any person acting on behalf of or with the connivance of the Insured, all benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy will be forfeited, and this policy may be avoided or cancelled

Where any person to whom a Benefit is payable or any person acting on behalf of such person has acted fraudulently towards the Insurer at any time, no Benefit shall be payable to such a beneficiary.

17.4 Waiver of Rights

No concession of whatever nature by the Insurer made to the Policyholder may be interpreted as a waiver of any right the Insurer may have.

17.5 Termination of this Policy

If any information is withheld by the Policyholder at application or if any information provided is fraudulent or materially incorrect, the Insurer reserves the right to terminate this Policy and to pay to the Policyholder such amount as the Board of Directors of the Insurer deems appropriate and equitable.

18. Privacy Notice

We only collect, process and share your personal data so that we can provide you with the services and/or products that you are applying for. We will obtain your consent for any other processing that is not related to this purpose. To read our detailed privacy notice, please refer to the terms and conditions

18.1 How we treat your personal information

We are a member of the Absa Group which operates globally, and we are committed to maintaining the privacy and security of customers' personal data collected, processed, and shared by us, whether in hard copy or electronic form.

Personal data is defined as information that allows us to identify you as a natural person or, where applicable, as a corporate entity (such as a company or trust).

We collect and process personal information from you and share it with:

- The Absa Group and its affiliates and its service providers for the purposes of providing our products and services to you and to comply with the legal and regulatory obligations of the Absa Group.
- Any party to whom we assign our rights under this Agreement or any of our agreements for products and services,
- With our local and global regulators and authorities or other crime-fighting agencies, including fraud detection and prevention agents, and Reinsurers for the purposes of Reinsurance underwriting.
- Third-party service providers that process your personal data in conjunction with us or on our behalf. These third-party providers, whether local or trans-border, are contractually obligated to process your personal data in line with our privacy and security policies. The third parties may be located within your country of residence or in another country.
- We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy.
- Your personal information will not be disclosed to anyone else without your consent unless the Absa Group is legally required or permitted to disclose it.
- We collect this data to assess your application for any of our

- products and/or services and, if successful, provide you with the products and/or services as described in this Agreement.
- Unless otherwise specified, you need to provide all the personal data requested in our application forms. If you do not provide us with the required information, we will have to suspend your access to the products and/or services for a period, or even terminate our relationship with you as a customer.
 - We may carry out further processing on your personal data for historical, research and statistical purposes or to comply with our legal obligations. We will not engage you in any electronic direct marketing (Excluding telemarketing) unless you have given us the relevant consent.
 - We may also use your personal data for carrying out automated decisions that may impact you. If you are unhappy about the outcome of any decision, please contact your local customer contact center.
 - We will keep your personal data only for as long as is necessary and in compliance with applicable laws and regulations. After this time, your personal data will be securely destroyed or de-identified. You understand that even if you revoke or withdraw your consent and we suspend the provision of any product or service; or terminate the relationship with you, we may be required to continue processing and sharing any of your personal information that is already in our possession.

To the extent that the laws of Kenya permit or if you are a resident of the European Union or United Kingdom, you have the following rights regarding your personal information:

- To access your personal information that we have on record.
- To ask us to correct any incorrect personal information in our records. These requests must be sent to us in writing.
- To ask us to delete or destroy your personal information. You can also object to our processing your personal information. These requests must be sent to us in writing. However, if you ask us to do this, we may have to suspend the provision of products and/or services for a period, or even terminate our relationship with you. Absa Life Assurance Kenya and Absa Group's records are subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request.
- You may also ask us to port your personal information to another party in terms of applicable Kenyan, European Union and United Kingdom data privacy legislation.

If you have a complaint relating to the protection of your personal information, including the way in which we collected or processed it, please contact us. If you believe that your complaint has not been dealt with satisfactorily, you may lodge a complaint with the Data Protection Commissioner.

By agreeing to these terms and conditions, you agree that the personal information that you have provided is accurate and complete to the best of your knowledge and you consent to the Absa Life Assurance Kenya and Absa Group processing your personal data for this purpose.

You also voluntarily provide informed consent for the processing of your special personal information as supplied on the Absa Life Insurance application form, solely for the purposes of the services and/or products that you are applying for.

Financial crime, international sanctions, and prohibited business activity

- As a member of the Absa Group we operate controls, and safeguards relating to international sanctions, the detection and prevention of financial crime, and prohibited business activity both within and outside Kenya which may delay or prevent us from providing our products and services to you, or require us to terminate this Agreement and our agreements for particular products and services (subject to any restrictions imposed by law) without prior notice to you.
- You agree to provide information and documents about yourself and about your transactions reasonably required to assist us in operating the controls and safeguards.

19. Our Contact Details

Communication: - You should keep all copies of our communication with you. If you communicate with us telephonically, make sure that you note the date, time and the person to. This will help you and us in resolving any queries that may come up at a later stage. You may contact us for any queries relating to the following.

- General enquiries
- Product information
- Changes to an existing Policy
- Complaints
- Claims
- Compliance.

Physical Address : 5th Floor, Principal Place, School lane,
Off Waiyaki Way, Westlands

Mobile : +254 711 095 000

Email :ALAK.Customerservice@absa.africa

Postal address : P. O. Box 1140 – 00100, Nairobi,

SMS Kenya : 20114

Website : www.absalife.co.ke