



UTULIVU PERSONAL ACCIDENT COVER -TERMS & CONDITIONS

In consideration of the Premium having been paid by or on behalf of the Insured to the Insurer, the Insurer will, subject to the terms and conditions specified herein, provide the insurance set out in this Policy to the said Insured.

Important note:

This is not a life insurance policy.

The Insured Event Defined

Utulivu cover will pay the Insured Person or Insured's legal personal representatives or trustees (hereinafter called Insured's trustees) the appropriate benefit as per the option chosen, in the event that during the period that the Policy is in force, the Insured Person suffers sudden, unforeseen, accidental, forceful, visible and violent bodily injury, which shall independently of any other cause, result in the death, disablement or incurring of medical expenses for which the benefit is claimed as per the option chosen.

Once the payment is done, the policy lapses automatically.

If the insured dies following an illness or disease, the benefits are not payable.

DEFINITIONS

Insured Person	Means the person who has been accepted by us for insurance, has paid or agreed to pay the premiums and is named on the current policy schedule as Policyholder.
Insurer	MUA Insurance (Kenya) Ltd.
Premium	The amount payable by the Insured for the insurance cover.
Product	Utulivu
Cover	Accidental death cover and funeral expenses cover for options 2 and 3.
Accident	An accident is a single, unexpected, unforeseen and unintentional incident that happens after the start of this insurance and is not a symptom of a disease or illness.
Age Limit	18 to 65 years

We', 'us' and 'our' means MUA Insurance (Kenya) Limited

'You' and 'your' means the person who has been accepted by us for insurance

Scope of Coverage

If an insured person has an accident which directly results in his/her death or total and permanent disablement or incurring of medical expenses, we will pay the benefit as per the option he/she has chosen and confirmed by us.

In case the Insured does not die immediately from the accident, the benefit is also payable if date of death does not exceed 6 months from the date of accident, on condition that the death results directly from the injuries of the accident.

The Insured Benefits per Schedule

1. Death as a result of an insured accident.
2. Permanent total disability as result of an accident .
3. Medical expenses arising from an accident (reimbursement basis).
4. Funeral expenses following death by accident.
5. Hospital cash as a result of hospitalization following accident.

Utulivu Cover Options

There are three levels of sum insured and funeral expenses for options 2 and 3:

- **Option I: Ksh 500,000/-**, no Funeral cover
- **Option II: Ksh 1,000,000/-**, Funeral cover of Ksh 50,000/-
- **Option III: Ksh 2,000,000/-**, Funeral cover of Ksh 100,000/-

The annual premiums for Utulivu are:

- **Option I: Ksh 500/-**
- **Option II: Ksh 1,000/-**
- **Option III: Ksh 2,000/-**

Utulivu Plus Cover Options

There are two levels of benefits for options 1 and 2 under Utulivu Plus:

Option I: Benefits	Limits
Accidental Death	500,000
Permanent Total Disablement	500,000
Last Expense	10,000

Medical Expenses 10,000

Hospital Cash - 1,000/- per day for 5 days (Excluding the first two days) 5,000

• **Option II:**

Benefits	Limits
Accidental Death	1,000,000
Permanent Total Disablement	1,000,000
Last Expense	25,000
Medical Expenses	25,000
Hospital Cash - 1,000/- per day for 5 days (Excluding the first two days)	5,000

The annual premiums are:

• Option I:

Period	Premium	Inclusive PVT
12 Months	750	900
6 Months	500	600
3 Months	350	420

• Option II:

Period	Premium	Inclusive PVT
12 Months	1,400	1680
6 Months	900	1080
3 Months	500	600

The premium can change from time to time.

Passive War

In consideration of the payment of an additional premium, it is hereby declared and agreed that this Contract is extended to provide cover to an insured person caused by violent accidental external and visible means arising from War, Invasion, Act of Foreign Enemy, Hostilities or Warlike Operations (whether War be declared or not) Civil War, Rebellion, Revolution, Insurrection, Political Risks, Terrorism or Military or Usurped Power but excluding cover consequent upon an Insured Person directly and actively participating or engaging in such activities whether whilst serving in armed forces or otherwise save, whether applicable, to the extent only of adopting or taking such action or steps as were reasonably necessary for the protection of himself, his family or their property.

Exclusions: What is not covered

- We will not pay any claim caused by:
 - Illness or disease;
 - Known side effects where medicines are taken correctly under medical supervision or guidance;
 - Medicines taken incorrectly;
 - Medicines for treating drug addiction;
 - Known risks associated with a medical or surgical procedure;
 - Any other causes, except from death resulting from an accident.
- We will not pay any claim resulting from an insured person's:
 - Suicide or deliberate self-inflicted injury;
 - Reckless and deliberate exposure to known danger (except in an attempt to save human life), including the practice of dangerous sports
 - Use of drugs
 - Consumption of alcohol to an extent that they suffer mental or physical impairment which causes the accident or results in them doing something they would not normally do without the influence of alcohol;
 - Participation in or acting as an accessory to any crime or attempted crime.
- We will not pay any claim resulting from the insured person being in control of a motor vehicle and:
 - Acting in a dangerous or reckless manner; or
 - Drink or drug driving.
- If your claim is in any way dishonest or exaggerated we will not pay any benefit under this insurance or return any premium to you and we may cancel the insurance immediately and backdate the cancellation to the date of the fraudulent claim. You will have to return any benefits already paid in relation to the claim. We may also take legal action against you.
- We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event (unless you have subscribed for the PVT extension):
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or 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.

(b) Any action taken in controlling, preventing, suppressing, or in any way relating to, (a) above.

- We will not pay for any claim directly or indirectly caused by ionizing, radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

Payment of premium

The premium is payable in one instalment for the period you have chosen and the amount is shown in the option chosen. Cover is valid only when the full premium is paid.

How the claim is paid

Claim benefit payments will be made directly to the beneficiary/executor(s)/administrator(s) of the insured person's estate.

We may ask for Grant of Probate or Letters of Administration to confirm entitlement to receive the payment before releasing the funds.

Supporting information we may request

As well as approaching healthcare and/or other professionals at our own cost, we may request further information or evidence to help us assess and/or validate the claim. If this is required, we may ask the claimant to provide this at their own cost.

The type of information and evidence we need will depend on the circumstances of the claim. In all cases we will only ask for information which is relevant to the claim, the treatment an insured person received or their previous medical history.

When this insurance will end

The cover provided by this insurance will end immediately in relation to all insured persons if any of the following happen:

- You reach 65 years of age;
- Your main private residence is no longer in Kenya; or
- You die;
- When the policy is triggered and the benefits are paid;
- When the policy expires after the period of insurance.

Your right to cancel

You have the right to cancel your insurance at any time. If you do so your insurance will continue in force until the end of the period for which you have paid premium, as there will be no refund of the premium.

Our right to cancel

We may cancel this insurance where there is a valid reason for doing so, by sending at least seven days written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to where:

- Our investigations provide evidence of fraud or a serious non-disclosure. In which case, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete information.
- We have been unable to collect your premium at due date and, following notification to you of such non-collection, we remain unable to collect the premium. Your insurance will be cancelled with effect from the date on which the unpaid premium was due.

If we cancel the insurance under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud. We may at our discretion reinstate your policy should we subsequently be able to collect payments from you.

Excess

The Excess for the product is Nil.