

**INDIVIDUAL**

**KINGA AFYA HEALTH PRODUCT  
INSURANCE POLICY**

**ALL YOU NEED TO KNOW**



**PREAMBLE**

WHEREAS the Insured named in the Policy Schedule has applied to AAR Insurance Kenya Limited through a signed proposal form (hereinafter referred to as the Company) for the medical insurance (hereinafter specified in respect of the Insured) and has paid the premium as consideration for such insurance.

**NOW THIS POLICY WITNESSES** that subject to the terms, conditions and exceptions contained herein or endorsed hereon and the benefit limit stated in the Schedule, and further subject to reasonable and customary charges, The Company will cover the Members medical expenses as herein defined in Section 2 - A, B, C, and D as a direct result of the member:

- a) Sustaining accidental bodily injury during the period of insurance
- b) Death as a result of accident
- c) The proximal cause of the accident/illness/disability being an insured event

**PROVIDED** that as a condition precedent to the attachment of this insurance the Member shall have submitted, and the Company shall have accepted a Membership proposal/Application Form which shall be deemed to be incorporated herein and form part of this Contract.

The insurer and the Member shall be deemed to have disclosed all material facts relating to the risk insured by this policy in the Proposal Form, Application Form or separately in an online form. In the event of misrepresentation or non-disclosure of such facts the Company shall be entitled to;

- (a) Avoid this policy and all premiums paid in respect of the Member so affected shall be forfeited.
- (b) Seek from the member to be reimbursed all costs incurred by the company as a result.

**Dated at Nairobi this                      day of 2022**

Authorised Officer

# DEFINITION

In this policy, the following words and expressions shall have the following meanings as governed by the Company;

**“Accident”** shall mean any single unexpected external event, not being deliberately self-induced, occurring to a Member, which immediately gives rise to a medical condition that did not previously exist, and which requires medical hospitalization and or treatment.

**“Annual Limit”** shall mean the maximum benefits to which the insured is entitled to in terms of this Policy document and the Health Plan (benefit schedule attached) joined in respect of a benefit year.

**“Bed Limit”** shall mean the cost of accommodation including the standard meals served by the hospital.

**“Claim”** shall mean the amount, which the Policy may pay to the member or Preferred Provider in respect of expenses, incurred by the Member and/ or Dependent in accordance with the policy benefits eligible in terms of this Policy and the benefit schedule attached.

**“Commencement date”** shall mean the date on which the Member Policy application is accepted by the Company and given as the date from which cover is effective.

**“Compliance”** shall mean adhering to treatment and lifestyle protocols as defined, determined, and Prescribed by The Company and can change from time to time.

**“Date of Service”** shall mean the date on which a consultation, visit, treatment, procedure

**“Dental”** shall mean medically indicated treatment to and for teeth.

**“Effective Date”** is the date that this medical insurance cover commences as shown on the Policy Schedule

**“Elective”** shall mean a medical procedure that is performed by choice, as opposed to an emergency lifesaving procedure. Timing of the procedure may also be arranged to be mutually convenient for the patient and medical practitioner

**“Emergency”** shall mean a sudden unexpected situation in which a Member requires immediate hospitalization and treatment to prevent a medical condition that arises from Accident, injury or sudden illness that could result in death or serious impairment of bodily functions

**“Evacuation”** shall mean the transportation of a Member from a hospital in one geographical region. to another where medical facilities are considered by the Company to be inadequate for the medical case to a hospital in

another geographical region where facilities are deemed adequate to manage the case.

**“Exclusions”** shall mean the conditions and/or services not covered by the policy.

**“Hospital”** means an establishment legally licensed as an institution for providing treatment under the laws of the country in which it is located

**“Illness”** shall mean a state of physical and/or mental health.

**“In Force”** The Policy is in effect for the medical benefits specified in the Schedule.

**“Inpatient”** shall mean when a member or dependents is confined to a hospital facility for management that would not otherwise be treated as outpatient. The cost shall be recovered from the members hospitalization benefit.

**“Insurer”** shall mean the registered institution underwriting the policy.

**“Administrator”** shall mean the registered institution administering the claims.

**“Lapse”** means membership not renewed from the date of expiry.

**“Loss date”** shall mean the date when medical treatment regardless of where it is given

**“Medical Advisor”** shall mean a person registered as a medical practitioner under the country’s Medical Practitioners’ and Dentists Act and is appointed by the Company to provide medical expertise on matters referred to him or her

**Waiting period** The period from the commencement date during which a Member is not entitled to any benefit except in the event of an accident as per the Policy Schedule.

**“Medically indicated/ medical necessity”** means treatment prescribed by the member’s medical practitioner, attending specialist/consultant, which is appropriate for the medical condition and is in accordance with accepted medical standards.

**“Matatu”** shall mean privately owned mini bus licensed to carry members of the public but a member of a Matatu Sacco

**“SACCO”** shall mean the registered matatu body given authority

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**“Members”** A Member shall be any person who with the prior consent of the insurer shall have applied

**“Peer Review”** shall mean team of doctors contracted by the Company to analyze and review medical cases.

**“Policy”** shall mean the written contract made or agreed to be issued by the company which includes the terms limitations, exceptions and conditions as specified on the application form, the policy document and policy schedule.

**“Policy Holder”** shall mean the person who for the time being is the legal holder of the policy for securing the contract with the Company in terms of this Policy, whether such person shall be an Employer, individual or any other legal or natural person, who is responsible for the payment of premiums and who is responsible for signing the proposal form

**“Pre-Authorization”** shall mean the written prior approval of the Company, required for all inpatient and outpatient occurrences as determined by the Company.

**“Preferred Provider”** shall mean a medical provider

**“Premium”** shall mean the financial consideration payable by the Policy Holder to The Company for the Policy approved by the Company. **“Prescription”** shall mean the medicine, which is prescribed by a registered medical practitioner and approved by the Company to do so for a condition under treatment, provided that such prescription shall not exceed one month’s supply unless approved by the Company and in the case of inpatient treatment shall not exceed fourteen

**“Treatment”** means any medically necessary surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a medical condition.

**“We” and “us”** means AAR Insurance Kenya Limited

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## SUMMARY OF BENEFITS



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## A. INPATIENT BENEFITS

The company will indemnify the insured for accident related medical expenses listed below as per the Recommended Tariff up to a maximum of the benefit limit as specified in policy schedule, provided the services were received at the Preferred Provider approved by the Company and that Pre-authorization has been obtained in writing:

1. Hospital accommodation fees, theatre fees, drugs, injections, material, dressings and materials used in theatre. Member's maintenance in any Hospital, Nursing Home or Sanatorium is subject to a second opinion by the Company's appointed medical advisor.
2. Costs of services provided by practitioners, specialists, technicians and physiotherapists in hospital only.
3. Radiology, pathology, and blood transfusions in hospital (scans and MRI's are subject to Pre-Authorization by the Company).
4. Medication on discharge, "To Take Out", which is subject to a maximum dosage.
5. Intensive care and High Dependency Unit fees, subject to written reconfirmation with the Company every forty-eight (48) hours.
6. Road ambulance and rescue services to hospital.  
Cost of other transport or airfares for journeys within Kenya incurred in case of emergency in an attempt to save human life.
7. Cost of stabilizations
8. Hospitalization excludes consultations and all treatment prior to and after the period of hospitalization.
9. Attendance of a qualified Nurse at the residence of the Member, when confined to bed by a doctor's directive.
10. Day Care Surgery.
11. Cost of post hospitalizations care to a maximum of 30% of the limit within 14 days of accident.
12. Cost of one (1) review upon discharge by an appointed doctor in the panel within 14 days of discharge.

In the event of an accident, the company must be informed of any admission within 24 hrs.



The Company shall reserve the right to a second medical opinion from a Peer Review or a team of specialist medical practitioners.

The company's liability shall be determined after the deduction of any National Hospital Insurance Fund (NHIF) rebate, which could and should have been claimed against the Hospital. All claims payable by the company shall be paid after NHIF deductions.

#### **B. RESCUE AND EVACUATION:**

The Company shall, on being notified of an Emergency that requires Rescue, through the Administrator arrange for an approved air or ground ambulance to undertake the Rescue of the Member.

The following terms and conditions shall apply:

1. The Company/Administrator shall endeavor to ensure that a qualified Doctor and/or nurse are on board the air or ground ambulance undertaking the Rescue.
2. Depending on the severity of the injury or illness a Member may be flown either as a passenger on a commercial airline or on a chartered aircraft. The Company/Administrator will base the decision on the medical and logistical circumstances of the case.
3. The aircraft captain undertaking an air rescue shall have sole discretion to decide how evacuation shall be undertaken. The Company will not be liable for injury or loss suffered by a Member as a result of this decision.

4. The Company/Administrator shall endeavor to transport an ill or injured Member directly to a destination to enable him to receive medical attention at a suitable hospital. If for any reason beyond the control of the Company or if in the opinion of a doctor or the aircraft captain the condition of the ill or injured person is such that it is necessary to terminate the flight or depart from the flight schedule or change the airfield of destination, the Company and the Member shall be deemed to have authorized such termination, departure or change as the case may be without thereby incurring any liability.
5. The Company shall not be liable for any injury or loss suffered by a Member if the Rescue or hospitalization is delayed, hindered or prevented by any circumstances whatsoever beyond its control including but not limited to acts of war, civil commotion or strife, lock-outs, stoppages or restraint of labor from whatever cause whether partial or general, government interference or restrictions, acts of God, compliance with international, national or local civil aviation regulations or any other regulations having the force of law, adverse weather conditions or the immobilization of aircraft or ground ambulance for any reason whatsoever, or breakdown in or failure of communications for any reason.
6. The Company shall not be liable for any injury or loss sustained by a Member in the course of undertaking a Rescue save as provided by the Carriage by Air Act (Kenya Act No. 2 of 1993) or the relevant Carriage by Air legislation in the local jurisdiction.
7. The Company will only undertake a Rescue or provide medical services if a Member is seriously injured or ill and thus requires immediate hospitalization. The Company may charge back and recover from a Member the full cost of a Rescue or hospitalization in circumstances where The Company would not have judged such Rescue or hospitalization was not necessary had it been correctly appraised of the medical condition of the Member prior to such Rescue or hospitalization, or if in its opinion the Accident, injury or illness giving rise to such Rescue or hospitalization could have been prevented or its consequences mitigated by the Member taking due and reasonable precautions which he failed to do. Whether or not a particular medical case falls into any particular category will depend upon the circumstances of the case. The company will seek to recover from the member the full cost of a rescue or hospitalization where it deems that the said rescue was not an emergency or was as a result of a self-inflicted injury and an injury arising out of negligence.
8. The Company will facilitate the provision of Reasonable and Customary care, and other medical services and treatment when transporting the Member to hospital. The costs of all these services together will be limited by the applicable limit.
9. The Company will only provide evacuation to a Member who is entitled to such service and who is so ill or injured that his life is in immediate danger and who cannot obtain adequate medical treatment in the geographical region where the Emergency arises. The Company will decide on the necessity for such Evacuation in consultation with the treating Medical Advisor.
10. The Company reserves the right to seek the advice of its own medical advisor whose opinion will be binding upon all parties to the contract.
11. The Company's maximum liability shall not exceed the benefit limit stated in the Schedule.

### C. LAST EXPENSE

The Company will pay the Insured in respect of funeral expenses the maximum limit as specified in the benefit schedule

The company shall, upon written notification of the death of a Member arising from the accident, pay to the Insured appointed beneficiary the amount specified in the policy Schedule to cater for the funeral expenses.

### D. PERMANENT TOTAL DISABILITY

The company will pay the Insured in respect of permanent total disability to the maximum limit subject to a review by an appointed health practitioner by the company.





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# GENERAL EXCLUSIONS

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### GENERAL EXCLUSIONS

The Company shall not be liable in respect of:

1. Expenses incurred in connection with congenital defects or anomalies, intentional self-injury or illness, deliberate exposure to exceptional danger (except in an attempt to save human life) or the Member's criminal Act or resulting from dissipation or drunkenness, treatment of chronic alcoholism, intoxication, the use of drugs not. Patent/proprietary drugs (non-prescription drugs available to the general public without a prescription) and homeopathic drugs, alternative medicine and hormonal replacement therapy, vitamins, tonics, and mineral supplements.
2. Expenses incurred in connection with convalescence, unless directly incidental to the continued treatment prescribed by a doctor and falling under section 2.
3. Unless otherwise decided by the Company, the Policy will not pay expenses incurred in connection with any of the following:
  - a) Treatment of sickness or injury sustained by a member or a dependent due to their NEGLIGENCE.
  - b) Cosmetic procedures that the medical advisor deems cosmetic.
  - c) Travel expenses other than ambulance costs, where a medical practitioner certifies the use of an ambulance as necessary.
  - d) Holidays for recuperative purposes.
  - e) All costs in respect of pre-existing conditions
  - f) All costs relating to the purchase of medicines prescribed by a person not legally entitled to prescribe such medicines.
  - g) All costs for services rendered by:
    - i. Persons not registered, as a Preferred Provider in the approved manner,
    - ii. Any institution/ hospital or service provider not registered in terms of any law and as a Preferred Provider
    - iii. All costs relating to the difference in Recommended Tariff and the actual charge by the Preferred Provider.
4. All costs arising out of treatment not set out in Section 2 which include:
  - a) Costs relating to private nursing
  - b) Costs relating to non-medical treatment
  - c) All costs related to interest charges and legal fees arising out of overdue Medical accounts.
  - d) All costs relating to appointments not kept canceled by a member
  - e) Any care as may be determined to be not medically necessary
  - f) Internal surgical prosthesis including pacemakers & electronic devices unless covered as per policy schedule.
  - g) All costs for last expenses resulting from other conditions other than the accident
  - h) Treatment by a medical practitioner, specialist or consultant who is in any way related to the insured person.
  - i) Treatment for any incident after the end of the trip



# PROVISIONS AND GENERAL CONDITIONS

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### PROVISIONS AND GENERAL CONDITIONS

1. Policy and policy schedule: This policy, the proposal form and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Commencement/Inception of Insurance: Insurance shall only be in force or effective when a member has purchased a matatu ticket and their details captured for updates.
3. Claims shall only be covered under the terms and conditions applicable to the policy in place at the loss date until medically indicated discharge from the hospital or exhaustion of benefit or death or 14 days from the expiry date of the policy.
4. Approved Hospitals and Doctors: The Insurance expressed in this Policy shall be operative in respect of treatment received in any legally recognized medical facility or from any legally registered medical practitioner registered with the respective Medical Practitioners and Dentists Board. Acupuncturists, Acupressurists, Herbalists, Chiropractors and other alternative medicine practitioners are not recognized under this policy.
5. Premium: The member will pay Premium to the SACCO and the SACCO will remit the premium once every two days through Mtiba to the Company.
6. Identification of Members: Members will be identified using the membership id numbers based on MTIBA identification protocol
7. Mid-trip addition of Members: Members who will book tickets online and expect to join the trip midway will pay the full premium
8. Mid-trip alighting: Members who alight mid-trip will not be refunded any premium and the cover will be assumed to have lapsed once they alight
9. Submission of Claims: In the event of any accident giving rise to a claim under this Policy the claim administrator will notify the Company in writing of any such claim and submit a duly claim form on behalf of the member within twenty-four ( 24) hours.
10. Pre-authorization. The claim administrator upon evacuation and stabilization of the member will share a preauthorization to admit members who may require critical care. Thus, the company will bear no responsibility financially, legally or otherwise for expenses incurred without the pre-authorization. In event of an emergency, the pre-authorization must be obtained from the Company within six (6) hours of such admission.
11. Fraudulent Claims: If any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof then this Policy shall be voidable by The Company. The insured shall forfeit all premiums paid into the policy. The company shall seek to recover any claims paid fraudulently from the member.
12. Reimbursement: The Company shall only refund to a Member for pre-authorized services provided in an area with no Preferred Provider, this shall be at 80% of the cost as per the recommended tariffs.
13. The parties agree to settle any disputes arising from this policy through Court annexed mediation
14. Jurisdiction: Any legal proceedings instituted in connection with this Policy shall be brought before a court of competent jurisdiction in the Republic of Kenya.
15. Time Bar: in the event of the Company disclaiming liability in respect of any claim, hereunder the Company shall not be liable in relation to such claim or possible claim after the expiry of three months from the date of such disclaimer unless the disclaimer shall be the subject of pending legal proceedings or court-annexed mediation
16. The Company will have the right to insist that a particular member consult any specialist that the Company /administrator may nominate while on 14 days post hospitalization period.



17. Contribution Clause: If at any time of any event in respect of which a claim arises, or which may be made under this policy issued by the company, there is any other insurance effected by or on behalf of the insured covering defined events, the company shall not be liable to pay or contribute more than its ratable portion of any sum payable in respect of such event. If any insurance effected by or on behalf of the insured is expressed to cover any of the defined events hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing ratably to the loss company shall not be liable to pay or contribute more than its ratable proportion of any loss which the sum insured hereby bears to the total amount/loss payable.
18. If a claim has been paid and it is discovered it ought not to have been paid under the terms and conditions of the policy, the company has the right to recover the payment from the insured.
19. Waiting Periods: There are no waiting periods for the product.
20. Subrogation clause: The Insured Person shall do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company, before or after indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company is or would become entitled or subrogated. Neither the policyholder nor any Insured Persons shall do any acts or things that prejudice these subrogation rights in any manner. Any recovery made by the Company pursuant to this clause shall first be applied to the amounts paid or payable under this Policy and the costs and expenses incurred in effecting the recovery, where after balance amount is payable to the policyholder. This clause would not be applicable for fixed benefit sections of Policy

