

FLEXI PROTECT PLAN

Terms and Conditions

Underwritten by Liberty Life Assurance Kenya Limited

This policy consists of two parts – a Policy Schedule and policy Terms and Conditions. The policy will become valid only once we have accepted the application and have received the first Premium. This document contains the Terms and Conditions of the policy. It contains important details about this product and the cover provided. The Policy Schedule details the particular values that apply to your Policy where these can vary due to your choices. In this policy, unless clearly stated otherwise:

- words importing only one gender shall include the other gender;
- the singular shall include the plural and vice versa.

1. Definitions

Personal Information	includes but is not limited to information relating to: race, gender, marital status, nationality, age, physical or mental health, disability, language, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history and as more specifically defined in the Data Protection Act 2019.
Process or Processing	means any operation or activity, whether automated or not, concerning personal information, including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, degradation, erasure or destruction of information.
Policy Anniversary	The annual anniversary of the Issue Date of the policy.
Accidental Death	Traumatic death caused solely by external, violent, unforeseeable and visible means, occurring independently of any other cause and within 14 days of such trauma. Death must occur within 180 days of the accident. This does not include suicide.
Premium	The total Premium as stated in the Policy Schedule
Benefit Amount	The amount the Life Assured is insured for under a particular benefit of the policy, as stated in the Policy Schedule.

Policyholder	The person who is the owner of the policy is the Policyholder and must be the Premium Payer. The Policyholder must have an active Stanbic Bank Kenya account.
Beneficiary	The person nominated to receive the death benefits on the death of the Life Assured.
Premium Payer	The person, as stated in the Policy Schedule, who pays the Premiums due under this policy.
Life Assured	Any of the lives insured under a particular benefit of the policy. All Lives Assured will be stated in the Policy Schedule.
Principal Life	The Principal Life Assured refers to the Assured Policyholder and he/she is also insured on the policy.
Spouse	The person the Policyholder is legally married to either by civil, tribal or customary law as named on the application form and the Policy Schedule. This may also include a second or third Spouse if the Policyholder / Principal Life Assured has more than one Spouse.
Child or Children	Child shall mean a Dependant of the Policyholder, as named on the application form and the Policy Schedule and this can be the Policyholder's: <ul style="list-style-type: none"> • Biological or legally adopted child; • Spouse's biological or legally adopted child; • Common law child (those children whose deceased parents may or may not be related to you, and if you are such children's permanent, primary caregiver and they have been dependent on you for the last 12 months or longer before the start of the policy); • Stillborn Child; • A mentally or physically disabled Child who is fully dependent on the Policyholder
Stillborn Child	A baby who is dead when it is born or surgically removed from the womb, after the 28th week of pregnancy.
Claim	The right to a monetary benefit by the Policyholder on condition that

	all the Terms and Conditions of this Policy are met.
Extended Family	<p>Extended Family member(s) may comprise of the following:</p> <ul style="list-style-type: none"> Any Child above the maximum number allowed to be covered under the Family Benefit; A blood relative of the Policyholder that is financially dependent on the Policyholder; and Additional Spouses as permissible in law and in addition to the Spouse elected in the Family Benefit. <p>This includes the Policyholder's Parent or Parent-in-law, Child, Nephew or Niece, Uncle or Aunt, Cousin, Grandparent, Grandchild, Brother or Brother-in-law, Sister or Sister-in-law.</p> <p>Cousin: The Child of the Policyholder's Uncle/Aunt.</p> <p>Grandchild: The Child of the Policyholder's son or daughter.</p> <p>Grandparent: The mother or father of the Policyholder's or Spouse's Parent.</p> <p>Nephew/Niece: The son/daughter of the Policyholder's or Spouse's brother or sister.</p> <p>Uncle/Aunt: The brother/sister of the Policy holder's mother or father.</p> <p>Parents: The Policyholder's or Spouse's natural or Parents-in-law step-parents or the parents who legally adopted the Policyholder or Spouse.</p>
Waiting Period	<p>A period where no benefits will be paid, except for accidental death. Monthly Premiums need to have been paid during the Waiting Period.</p> <p>The Waiting Period, subject to the provisions of clause 6.5, applies from:</p> <ul style="list-style-type: none"> the Commencement date; the date a new Life Assured is added to the policy (applicable to the new Life Assured only); or the date when cover is increased (applicable to the increased amount only and does not apply to increases due to Automatic Benefit Increases).

Stanbic Bancassurance Intermediary Limited, Kenya ("SBIL")	Stanbic Bancassurance Intermediary Kenya Limited ("SBIL") distributes the Flexi Protect Plan on behalf of Liberty Life Assurance Kenya Limited.
Liberty	Liberty Life Assurance Kenya Limited / Liberty Life Kenya ("Liberty") is the insurer / underwriter of the Flexi Protect Plan
We/us	The terms "we" or "us" refers to Liberty or Stanbic Bancassurance (on behalf of Liberty).

2 Plan Description

This Flexi Protect Plan is available to all Stanbic Bank Kenya customers and provides a maximum lump sum benefit and other optional and additional Benefits as selected, on death of the Life Assured to aid in covering funeral related expenses.

The Plan provides cover for the Principal Life, family cover for up to 3 spouses, and 6 children per policy, 4 parents / parents-in-law, 8 Extended Family members, who will have to be nominated at policy inception or added as part of a servicing request.

3 Cover Commencement Date

The commencement date for natural death and accidental death will be on receipt of the completed application forms and receipt of the first premium by Stanbic Bancassurance. The waiting period for natural death will also commence on this date.

4 Premium Payer

The Policy shall allow for the Policyholder to be the Premium Payer and not Principal Life Assured or for the Policyholder to be both, the Premium Payer and the Principal Life Assured.

5 Lives Assured

5.1 Who can you cover under the policy

The Policyholder can also insure:

- his/her Spouse (up to 3 spouses),
- up to 6 Children,
- up to 8 Extended Family, and
- up to 4 Parents and Parents-in-law under this policy.

Additional lives may be added (within the limits above and the age limits included on the following table) or existing Lives Assured may be removed, provided the policy is in force.

	Minimum Entry Age	Maximum Entry Age	When cover ceases
Principal Life	18 last birthday	65 last birthday	Whole of life
Spouse	18 last birthday	65 last birthday	Whole of life

Children	New-born	20 last birthday, or 24 last birthday (if student and unmarried)	21 (25 if the child is unmarried and a full-time student at a registered institution) * Can be for whole of life if policyholder elects to insure them as extended family on the policy
Parents	18 last birthday	84 last birthday	Whole of life
Extended Family	New-born	84 last birthday	Whole of life *

Children will remain on the policy after the maximum ages allowed as a Child member. They will automatically be treated as Extended Family members and be charged the appropriate premium rates. Please contact us if you would instead like their cover to cease.

5.2 Eligible Life Assureds

This policy only covers life assureds who:

- Live in Kenya permanently,
- Live in Kenya for at least 9 months of the year, or
- Work in Kenya and have a legal working permit/visa of at least 6 months and have an account with Stanbic Bank.

In addition:

- All children covered under the policy must also live in Kenya
- A passport can be used in if no Kenya ID number is available.
- Alien ID/Foreigner's certificate will be acceptable

The above applies to ALL lives insured under the policy.

6 Benefits

6.1 Description of what you are covered for

Funeral benefit

The Funeral benefit will pay out a Benefit Amount when any of the Lives Assured under this policy dies. Claims will be paid within 48 hours of receiving all the necessary documentation.

On the death of a baby up to 3 months old or a Stillborn Child, a Funeral benefit will be paid provided that:

- the Policyholder/Principal Life Assured or Spouse (if insured under this policy) is the mother, and
- the death occurs after the 6-month Waiting Period, if it is a natural death.

Age of Child	Maximum Amount paid
Stillborn or up to 3 months (baby)	Child's Benefit Amount KES 50, 000
3 months to 10 years	Child's Benefit Amount KES 100,000
Over 10 years	Child's Benefit Amount KES 500, 000

The Funeral benefit pays a maximum of 2 Stillborn claims over the lifetime of the Policy (and per Life Assured if covered under more than one policy).

Double Accidental Death benefit

Should the Policyholder/Principal Life Assured or Spouse (if insured under this policy) die because of an Accident (or die within 14 days of the Accident) the Funeral benefit will be paid plus an additional amount equal to the Funeral benefit. This additional benefit is called the Double Accidental Death benefit and is limited to the total maximum benefit limits. The benefit does not apply in the event of the Life Assured committing suicide.

Premium Waiver

The Premium Waiver Benefit provides cover to remaining family members on the Policy upon the death of the Principal Life Assured, without any premiums being paid.

The following conditions are applicable to the Premium Waiver Benefit:

- The policy must have been active for 6 months, with at least 6 premiums being paid. Any Policy active for less than 6 months will not be eligible for the Premium Waiver Benefit.
- the remaining family members on the policy will remain covered for a further 6 months following the death of the Principal Life Assured and no premiums will be payable.
- No material amendments to the policy will be permitted during the premium waiver period, except for administrative changes, such as updates of contact details. Material amendments include, but is not limited to: cover increases, addition or removal of Lives Assured, automatic annual escalations, upgrades or downgrades, that is addition/removal of optional benefits
- This benefit can only be claimed once.

- After 6 months, the spouse (or any adult member on the policy over the age of 18), will have the option to take over the policy as the Policyholder (with new premiums quoted for the new Policyholder).
- Payment of premiums will resume at this point and the Policyholder will need to make arrangements to pay the premiums.
- If the policy is not transferred to the spouse or another adult member on the policy, the policy and all related benefits will end.

The Premium Waiver Benefit is only applicable in the event of death and shall not apply to other events such as Disability (Permanent or Temporary), Retrenchment, Income Replacement, diagnosis of a Critical Illness etc.

Optional Additional Benefits

Newspaper advertisement Benefit (if selected)

The Newspaper Advertisement Benefit will pay a Benefit Amount to the beneficiary when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies. It is for the purpose of the cost of placing a death and funeral announcement in the local dailies.

- The policy has to be in force for six (6) months and all monthly premiums paid.
- The benefit is paid to the nominated beneficiaries with the main sum assured payment.

Catering benefit (if selected)

The Catering Benefit will pay a Benefit Amount to the Beneficiary when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies. This benefit is paid in addition to the Funeral Benefit for the purpose of providing catering at the funeral. However, this benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

Grocery benefit (if selected)

The Grocery Benefit is a set amount paid monthly for the purpose of the cost of groceries for the family when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies. The amount is paid for the number of months initially selected (6 or 12 months), after the death of the life assured.

- The first payment will be within 30 days after the death if all rules for claiming have been followed and it is a valid claim;
- The policy must have been in force for the required waiting period of 6 months and all monthly premiums paid in full. However, this benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

Repatriation Benefit (if selected)

The Repatriation Benefit will pay a Benefit Amount to the Policyholder/ Beneficiary when the Life Assured under the benefit dies. This benefit is paid in addition to the Funeral Benefit and is intended to cover the

cost of repatriation of the body to the place of burial. The benefit does not provide the actual repatriation service and this must be separately arranged. The actual cost of a repatriation may be different to the Benefit Amount payable. This benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

This Benefit has two options, local and regional:

- The lump sum benefit for the purposes of local option being for transport within Kenya.
- The lump sum benefit for the purposes of regional transport within the EAC countries.

Airtime benefit (if selected)

The Airtime Benefit will pay a Benefit Amount up to a maximum, to the Policyholder/ Beneficiary when the Life Assured under the benefit dies. This benefit is paid in addition to the Funeral Benefit. This benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

6.2 Who are the benefits paid to?

If the Policyholder / Principal Life Assured dies, we will pay the benefits to the nominated Beneficiaries. If no Beneficiaries are nominated by the Policyholder in writing, we will pay:

- the Spouse Life Assured under this policy at the time or
- the closest relative on record if there is no Spouse Life Assured.

If there is any dispute as to who the benefits should be paid to, Liberty will decide whom to pay. If another Life Assured dies the benefit is paid to the Policyholder/Principal Life Assured.

6.3 Maximum benefits that can be paid per Stanbic Bancassurance Policy

The Funeral benefit payable per policy per Life Assured is as follows:

	Sum Assured
Main Member	KES 1million
Spouse	KES 1million
Children	<ul style="list-style-type: none"> • Stillborn or up to 3 months (baby) - KES 50,000 • 3 months to 10 years – KES 100,000 • 10 years and over (not legislated) - KES 500,000
Parents	KES 800,000
Extended Family	KES 500,000

Where the maximum benefit has been paid, no further benefits will be paid.

6.4 When do the benefits end?

Should the Policyholder/Principal Life Assured die, the Spouse Life Assured (or another Life Assured where there is no Spouse insured), has 3 months to choose to continue with the policy in his/her own name following the completion of the Premium Waiver period. If this

option is not taken up, the policy and all benefits on all Lives Assured end. Furthermore, for Children covered under the Funeral benefits, their benefits will end on the last Policy Anniversary before their 25th birthday. However, if they are disabled before then, their benefits will end on the earlier of the policy end date or the Child's death.

6.5 Waiting Periods

The Waiting Period will be six (6) months for all Life Assureds covered under this policy and for all benefits selected, provided six (6) months premiums have been paid prior to the date a claim is lodged and where death is by natural causes for main member, spouse, children, a parent (including parent-in-law) and extended family. Where death is by suicide, the Waiting Period will be twelve (12) months for all Life Assureds covered under this policy and for all benefits selected, provided twelve (12) months premiums have been paid prior to the date a claim is lodged. The waiting period will begin on the cover commencement date.

No benefits will be paid during the Waiting Period. The Waiting Period will not apply if any Life Assured dies because of an Accident and as long as a completed application has been received (and any associated documents) and at least one monthly premium was paid prior to the date a claim is lodged.

When the Waiting Period on Natural Death will be waived

We will waive the waiting period on funeral cover if death occurs within the 6-month Waiting Period where the Policyholder has switched cover from another insurer to us, if:

- The policy from the previous insurer was cancelled at the time of the claim and the Flexi Protect Plan was issued not more than one (1) month after such cancellation.
- The Waiting Period on the previous policy had been completed before date of death; and
- The relevant Life Assured was covered for funeral cover under the previous policy.
- If the Flexi Protect Plan has a higher benefit amount than the previous policy, the full 6-month Waiting Period will apply to the difference between the two benefit amounts.

This means that we will only pay a funeral claim equal to such lesser benefit amount covered with the other insurer, when a Life Assured dies from natural causes within the first six (6) months of the cover Issue date.

Who is entitled to this benefit?

- Policyholder or Beneficiary

Documents required where cover is switched

To ensure that this policy takes account of all completed waiting periods of a switched policy, the following documents may be required at application stage or at the time of submitting a claim:

- The Policy schedule of a funeral plan from any other insurer dated at a maximum of 1 month before the Flexi Protect Plan issue date.
- Proof of cancellation of this previous policy.

6.6 Exclusions

No benefits will be paid if the death of any Life Assured was caused by their committing suicide any time prior to 12 months after the Issue Date, or the date of a particular Life Assured is added to the policy. This exclusion also applies to any increases in the Benefit Amount (other than through automatic benefit increases, if selected) from the date of that increase. The double accidental death benefit does not apply in the event of suicide.

If you die (or are injured or disabled) because you committed a crime or did something illegal, you will lose all benefits. We may cancel all cover and you will lose all premiums paid.

7 Inclusion of New Lives Assured

All immediate and Extended Family members must be named and added at policy outset. A 6-month waiting period will be applicable upon any new Lives Assured being included (applicable to the new Lives Assured only) subject to the provisions of clause 6.5

An Addition of family members after inception will be subject to the following rules:

- A spouse may be included in a policy at any time.
- A new child may be included in the policy at any time.
- Extended Family and parents may be added at any date (and not only at inception).
- Parents-in-law may be included in the policy at any time.

*Proof of marriage for spouse will be required while the policy is in force or at claims stage if not provided during period of cover.

*Requirement of relation to main member will be required while policy is in force or at claims stage if not provided during period of cover.

8 Third Party Policies

A policy issued in the name of the Policyholder and the monthly premiums are paid from another person's account. Third party policies are limited to a maximum of five policies debited from the premium payer's transactional account. The relationship of the Life Assured to the Policyholder / Premium Payer must be proven at application stage.

9 Premiums

Premiums, as stated in the Policy Schedule, are payable monthly and must be paid by approved debit order / standing order. The Premium rates are as the policy quotation. All charges for this policy are

included in the Premium. If you cancel your debit order / standing order at Stanbic Bank Kenya Limited, we will not be able to instruct the Bank for payment and premium payments will be unpaid.

The Premium for the Policy may be subject to a minimum amount. If the Premium does not meet this amount payable, we may cancel the Policy unless the Premium has been increased to the minimum amount payable. Liberty does not guarantee premium rates and reviews them at least once each year.

- Your premium will change annually as your age changes. As the life assured will be one year older at that time, you may expect that the premium payable will increase.
- Should you choose to increase the sum assured at the policy anniversary, there will be an additional premium payable for the additional cover.
- When reviewing the premium rates, we will investigate the extent to which the pricing assumptions used to calculate the premiums varied from the actual experience and our expectation of future experience.

These assumptions include but are not limited to the expected:

- Claims incidences;
- Renewal costs of providing the policy;
- Lapse rates;
- Interest rates; and
- The average age and demographics of the lives assured on the product as a whole. Furthermore, we reserve the right to appropriately adjust the benefits payable and the premium of this policy if:
- Any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty is introduced or changed; or
- The legal interpretation or understanding of any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty has changed; or
- Such adjustment is necessary to ensure that actual benefits paid each year are similar to the expected benefits payable (Which are adjusted by Liberty's expectation of future experience, including the economic climate, claim incidences as well as the age and demographics of the life assured.)

Notification of any Premium Increases will be issued at least one (1) calendar month before the increase takes effect by written communication via email and/or SMS.

If the Policyholder does not want Premiums to be increased, he/she must notify Stanbic Bancassurance in writing before the increase is applied and we will reduce the benefits accordingly.

9.1 Non-Payment of Premiums

We will collect the premiums from your Stanbic bank account by debit order/standing order. The premium is payable monthly in advance. If there are insufficient funds in the account, we may track your account using an approved system and re-send the instruction for payment as soon as sufficient funds are available in the account. We may also collect a partial premium if they have not been able to collect a full premium.

When your selected payment day falls on a Sunday or public holiday, we will deduct your premium on the last business day before. If you cancel your policy within 7 days before your next premium is due, we may deduct your next premium and provide you with another 30 days of cover.

10 Premium Skip Allowance

Your policy will not lapse if you are unable to pay a premium. However, if you skip a premium, the value of the policy benefit will be reduced by the proportion of premiums missed over the previous 6 months. Your policy will lapse if you are unable to pay more than 6 consecutive premiums.

11 Automatic benefit and premium increases

Any automatic benefit increases selected will result in the Benefit Amount increasing at each Policy Anniversary. These increases will be accompanied by a related automatic premium increase to allow for the cost of the increase in Benefit Amount. The automatic benefit and premium increases are set out in the Policy Schedule. The Policyholder must notify Stanbic Bancassurance in writing should he/she not wish to accept any future Benefit Amount increases and benefits will be adjusted accordingly.

12 Upgrades and Downgrades

A Policyholder can upgrade to a higher benefit based on options indicated on the Schedule. There will be a 6-month waiting period applicable on the additional benefit amount.

A policyholder also has the option of downgrading their benefit based on options indicated on the Schedule.

13 Rights of parties

All benefits due will be paid to the Policyholder, except where otherwise stated.

13.1 Choosing a Beneficiary

The Policyholder may at any time appoint or remove a Beneficiary. The appointment or removal of a Beneficiary will not be binding on us unless it is recorded by Stanbic Bancassurance. Up to 5 beneficiaries can be added on a Policy. The Policyholder can select the percentage that each Beneficiary will receive of any Claim Amount.

13.2 Transferring rights to benefits (cessions)

Rights to the benefits under this policy cannot be:

- cashed in, or
- transferred to a third party as security for a debt, or for any other reason.

13.3 Claim payment to the nominated beneficiary

Before a claim is paid out, the beneficiaries will be screened in terms of the applicable Anti-Corruption, Anti Money Laundering and Anti-Terrorism laws.

14 Cooling-off period

Every Policyholder is entitled to a 30-day period to cool off, that is to cancel or change the policy (as long as no benefit was paid, or claim made). Any cancellation or change request must be sent to Stanbic Bancassurance in writing within 30 days of receiving the Policy Document. The Policy Document is considered to have been received 10 days after the date that Policy Document was issued by Stanbic Bancassurance.

After receiving any cancellation or change request, and subject to any law, we may take any of the actions below:

- Change the policy in line with the requested change.
- Inform the Policyholder that no change can be made to the policy.
- Cancel the policy and refund any Premiums the Policyholder has already paid less any expenses related to the cover enjoyed up until the cancellation of the policy (only applicable to new business policies). Where we have not received the required notice of cancellation of either the policy in totality or the cancellation of the changes requested to the policy within the 30-day period, the Policyholder will be bound by the Terms and Conditions of the policy. The Policyholder then gives up the right to object to the policy's Terms and Conditions later. To exercise your cooling-off rights, please contact us directly.

15 Terminating the Policy

If you wish to cancel your policy, you need to provide us with 30 days' notice of your request to cancel the policy. If we wish to cancel your policy, we will provide you with 30 days' notice at your last known postal or email address. We will not refund any unused proportion of premiums if the policy is cancelled.

16 Making a Claim

Please refer to the Claim checklist (Section 28) for a list of the claim requirements. We will only pay benefits if we are satisfied that a valid claim has been submitted and the person claiming is in fact entitled to receive the benefits. Stanbic Bancassurance must be provided with all the information that we require to process any benefits due. We pay all approved claims within 48 hours after we have received the claim with all the correct documents. If any of the insured persons die, we need proof of relationship to the claimant (the person making the claim), or the beneficiary. It is the Policyholder's responsibility to make sure that Stanbic Bancassurance always has up-to-date contact information for all those that can benefit on this policy. Where we become aware that there are benefits due to be paid out on the policy, Stanbic Bancassurance will always first try to contact the Policyholder or their Beneficiaries at the last address or contact information provided. If Stanbic

Bancassurance is not able to contact the Policyholder at this address or contact information provided, we will take other reasonable steps to try find the person that is entitled to the policy benefit. A claim must be submitted within 12 months of the death of the insured person.

17 Submission of Claims

A claim must be submitted within 12 months of the death of the Life Assured.

18 Claim Procedure

You can claim by:

- Contacting your nearest Stanbic Bank Kenya Branch.

19 Surrender values

This policy does not have any surrender cash value. This means you cannot cash it in and we will not pay anything if you stop paying your premiums.

20 General Terms

20.1 All notifications in writing will be sent to the address Stanbic Bancassurance has on record at the time.

20.2 Premiums and any other amounts due under this policy must be paid in Kenyan Shillings. Benefits are also only paid in Kenyan Shillings.

20.3 The Premium Payer consents to the debiting of his/her Stanbic bank account, in the event that any Premium needs to be recovered from his/her Stanbic bank account. Should the bank details change at any time, the Policyholder or Premium Payer should notify Stanbic Bank Kenya of such change.

20.4 The laws of Kenya, whose courts shall have jurisdiction in any dispute arising hereunder, will apply to any question of law affecting this policy.

20.5 Should any claim under this policy involve fraud, gross misrepresentation or false information, Liberty reserves the right to cancel this policy.

20.6 We may change the benefits payable and the Premium rates under this policy if any legislation or interpretation of legislation (including tax legislation) affecting this policy, Stanbic Bancassurance, Stanbic Bank Kenya or Liberty is introduced or changed. The Policyholder will be notified in writing of any changes made.

20.7 Any policy changes are subject to our business practices at the time.

21 Force Majeure

These are circumstances beyond our reasonable control, such as an act of God, acts of the State or Government, exceptional weather conditions, total national electricity failures, war or war-like activities

or serious delays in public transport that may prevent us from carrying out our obligations under this agreement. In the event of a force majeure, this policy will be suspended until we can deliver on our obligations. We will, if possible, notify the Policyholder or Beneficiaries of the suspension and the estimated duration of the suspension. We will not be liable for any damages caused as a result of the suspension.

22 Forfeiting of benefits

In line with common law principles, the rights of a Beneficiary to any proceeds of this policy will fall away entirely where any party that stands to directly or indirectly benefit from proceeds that would be payable to such Beneficiary is found to have been intentionally, materially and criminally responsible, whether in part or full, for the Life Assured's death or an event that has led to a change in the Life Assured's health that would lead to a claim under benefits on this policy. We have the right to reclaim any benefits paid to such a Beneficiary where payments of proceeds were made prior to us establishing that the rights to such proceeds have fallen away.

23 Insurer

The insurer of this policy is Liberty Life Assurance Kenya Limited, an insurance company registered and incorporated according to the laws of Kenya (Registration number: C. 7118) whose principal place of business is Liberty House, Mamlaka Road, Nairobi, Kenya.

24 Dispute Resolution

24.1 Liberty and the Policyholder (the "parties") will use their best efforts to amicably resolve any dispute between them that arises from the interpretation or implementation of this Policy. If the parties are unable to resolve the dispute, the matter will be referred to arbitration by an Arbitrator appointed by agreement of both parties, and failing such agreement, by an Arbitrator appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch), within 12 months of the event giving rise to the dispute (or such longer period if the parties agree), failing which any claim against Liberty shall cease.

24.2 The Arbitration shall be conducted in accordance with the Arbitration Act, 1995 (or any statutory re-enactment thereof) and in accordance with the Chartered Institute of Arbitrators (Kenya Branch) Rules, 2020. Arbitration shall be held in Nairobi and conducted in English. Any decision of the Arbitrator shall be final and binding upon the parties. 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.

25 Fraud

If any claim under this policy is fraudulent in any manner all benefits will be forfeited, the policy cancelled, and no refund of premiums will be payable.

26 Consent to accessing, processing and disclosure of information

We know that you care about your personal information and how it is used, and we want to ensure you that you can trust Liberty and Stanbic Bancassurance to use your personal information carefully. We are required by various laws to collect and process some of your personal information to manage this Policy and provide products or services to you and to confirm, update and enhance our

records from time to time in order to provide you with these goods or services. Acceptance of these terms is voluntary but is a requirement for the provision of products or services to you. If you do not accept these terms, we cannot activate and service your policy.

The Policyholder acknowledges and agrees that:

The information provided to us is true and correct, complete and up to date. If any information you give us is wrong, incomplete or outdated, we may cancel your policy or decline a future claim.

Where you have provided us with the Personal Information of a third party, you guarantee that such third party has given you consent to provide us with their Personal Information.

You will provide all documentation and information required in terms of our business rules.

You acknowledge and accept that Policyholder information may be provided to the tax authorities. Further, that the tax authorities may also exchange the information with the tax authorities of another country or countries in which the Policyholder may be a tax resident. The Policyholder authorised Liberty and Stanbic Bancassurance, their representatives and contracted third parties (which may also be located outside of Kenya, service providers as well as any applicable reinsurer, to process and further process the Policyholder's Personal Information: We may be required to collect Personal Information from the Policyholder or other sources in order to service the policy, assess risks, consider claims for benefits, conduct research, apply for a tax directive and issue tax certificates.

We may process and share this information internally and externally only as required in order to:

- continually assess risks;
- service your product;
- consider claims;
- provide services and products to you;
- meet our responsibilities to you;
- follow your instructions;
- inform you of new services and products;
- make sure our business suits your needs;
- monitor and analyze your conduct for quality control, fraud,
- compliance and other risk-related purposes;
- for security, administrative and legal purposes;
- carry out statistical, research and other analyses to identify potential market trends and develop new products and services. We may conduct any necessary medical and blood testing or examination, if relevant to the policy.

We have a duty to take all reasonable steps to ensure your personal information (i.e., contact details) is complete, accurate, not misleading and updated on a regular basis. To do this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

For external sources, you agreed that this authorisation is considered a legally binding personal instruction to the parties concerned to provide any relevant information requested directly to us.

On application the following documentation shall be provided by the Policyholder:

- Customer & Beneficiary identification and verification
- Copies of birth certificates in the case where beneficiaries are minors
- Proof of residence for Policyholders
- Declaration or Proof of source of income for Policyholders

We undertake to:

Only process Personal Information as permitted by law.

Keep the Policyholder's Personal Information confidential, secure and only for as long as required or prescribed.

Provide you with access to update or rectify any of your information.

Notify the Policyholder if his/her Personal Information has been compromised.

Please note:

This authorisation and undertaking extend beyond the Policyholder's death.

It applies only for the purposes above and therefore may partially limit the Policyholder's right to privacy. The Policyholder is entitled at any time to request access to, update or rectify his/her Personal Information that we process. The Policyholder has the right to be notified when his/her Personal Information has been compromised.

If the Policyholder provided us with an email address, we will correspond with the Policyholder via email.

You may contact us to update, correct or delete your personal information, unless the law requires us to keep it.

If you believe that we have used your personal information contrary to the above, you may lodge a complaint with us internally by contacting us on customerservice@libertylife.co.ke.

27 Contact Details for Queries and Complaints

Discuss your query or complaint with your Stanbic Bancassurance or Stanbic Bank Adviser.

If you are not happy with how the matter is handled, contact:

Our Help Line on +254 711 028 000

Email: customerservice@libertylife.co.ke

28 Claims checklist

We need to see the following important documents when a claim is lodged:

Checklist for claims:

- A fully completed Claims Form
- Burial permit (duly certified by the Registrar of Births and Deaths)

- Certified copy of the Life Assured's identity document (original is assumed not to be needed)
- Birth certificate if there is no identity document or a child under 18 died;
- Original identity document of the beneficiaries;
- Marriage certificate or other proof of the relationship with the main member;
- Original Death Certificate Notice of registration of death;
- Bank statement of the beneficiaries for non-Stanbic Bank Kenya customers/ Proof of banking
- Proof of marriage for main spouse claim. If not the main spouse, a rubberstamped letter from Chief/Assistant Chief
- Proof of relation with main member for extended member claims. Requirement of all necessary birth certificates or an affidavit from an Elder in the family.
- Obtain letter from hospital on death of one the insured lives/Specialist opinion. This will be subject to quarterly audits and is an alternative requirement to the registration of death.

Death by accident

In addition to the documents above, the following is required:

- A copy of the police report/accident report in the event of a motor vehicle accident
- Burial permit (duly signed certified by the Registrar of Births and Deaths)
- Post-mortem Report (alternative to police report)
- Personal Medical Attendant's report at the time of death