



*A New Dimension in Insurance*

## Accidental Death Benefit Insurance Policy

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This POLICY is a contract made between the POLICY OWNER and APA Insurance Limited, (the "COMPANY"). The COMPANY agrees to provide insurance on the basis set out in this POLICY provided the premium has been paid and accepted by the COMPANY.

### 1 PERIOD OF INSURANCE

This POLICY will provide cover against as a result of an AVIATION ACCIDENT occurring during a SCHEDULED FLIGHT forming part of an INSURED JOURNEY. Cover will commence when the INSURED PERSON boards an aircraft at the INITIAL POINT OF DEPARTURE and will automatically cease when he disembarks from that aircraft at his FINAL DESTINATION.

All cover is subject to the purchase of an airline ticket on the TRAVELSTART website, [www.travelstart.co.ke](http://www.travelstart.co.ke), and is subject to all the Terms, Conditions, Terminations and Exclusions of the POLICY including the Schedule of Benefits.

### 2 PREMIUM PAYMENTS

The POLICY OWNER is liable for payment of the premium on the cover. The premium is payable in advance in conjunction with the purchase of an airline ticket and any other goods or services from [www.travelstart.co.ke](http://www.travelstart.co.ke).

### 3 AMOUNT OF BENEFIT PAYABLE

The benefit payable in the event of an admitted claim is the INSURED AMOUNT, as reflected in the Schedule of Benefits

### 4 CANCELLATION

1. The POLICY OWNER may cancel this POLICY at any time by giving the COMPANY written notice 15 days prior to commencement of the INSURED JOURNEY.
2. This POLICY may be cancelled by the COMPANY giving 15 days written notice if the INSURED PERSON has been in breach of any of its Terms, Conditions, Terminations and Exclusions of the POLICY, in which case the COMPANY will refund the premium paid.
3. The COMPANY may cancel this POLICY by sending the INSURED PERSON notice in writing to his last known address.

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## 5 TERMINATION

This POLICY will terminate on the earliest of the following dates:

1. when the INSURED PERSON disembarks from an aircraft, at the conclusion of a Scheduled Flight, at his FINAL DESTINATION; or
2. when an AVIATION ACCIDENT occurs, giving rise to the payment of the INSURED AMOUNT.

## 6 DEFINITIONS

In this POLICY the following definitions apply:

### 6.1 AVIATION ACCIDENT

means a sudden, unexpected and specific event associated with the operation of an aircraft , which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which a person is fatally or seriously injured

### 6.2 BENEFICIARY

means the person or persons nominated by the INSURED PERSON

### 6.3 CLAIMANT

means the person, being the BENEFICIARY or his legal representative, who institutes a claim for benefits against the **COMPANY**

### 6.4 COMPANY

means APA Insurance Limited Reg No. C.100942

### 6.5 FINAL DESTINATION

means the airport where the last flight in a multiple flight INSURED JOURNEY lands, thereby concluding the INSURED JOURNEY

### 6.6 INITIAL POINT OF DEPARTURE

means the airport where the first flight takes off as part of a multiple-flight INSURED JOURNEY

### 6.7 INSURED AMOUNT

means the amount of benefit payable, as reflected in the Schedule of Benefits.

### 6.8 INSURED JOURNEY

means a journey commencing from the INITIAL POINT OF DEPARTURE, consisting of one or more SCHEDULED FLIGHTS, within or outside the territorial limits of the Republic of South Africa, and concluding at the FINAL DESTINATION.

### 6.9 INSURED PERSON

means any person whose airline passenger tickets have been purchased via a TRAVELSTART website

### 6.10 POINT OF DEPARTURE

means each airport from which each SCHEDULED FLIGHT, making up the INSURED JOURNEY commences its flight

### 6.11 POLICY

means this document embodying the contract of insurance and shall include any subsequent Terms, Conditions, Terminations and Exclusions.

### 6.12 POLICY OWNER

means the entity that owns an insurance policy and has the right to exercise all privileges under the contract of insurance. A **POLICY OWNER** may or may not be the insured, or the sole or one of the beneficiaries of the policy

### 6.13 PREMIUM

means the single premium payable in respect of the INSURED AMOUNT, and is reflected in the Schedule of Benefits and Premiums

### 6.14 SCHEDULED FLIGHT

means any scheduled or chartered aircraft legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the INSURED PERSON is travelling only as a fare-paying passenger and forming part of the INSURED JOURNEY for which the POLICY OWNER has purchased an airline ticket from TRAVELSTART

### 6.15 TERRORIST ACT

means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of

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pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered TERRORIST ACTS. 'TERRORIST ACT' shall also include any act which is verified or recognised as an act of terrorism by the (relevant) government of the country where the act occurs.

**6.16 TRAVELSTART**

means Travelstart Kenya Ltd (Reg No. CPR/2011/40590)

**6.17 WAR**

means war, whether declared or not, or any warlike activities (including use of military force) by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**7 GENERAL CONDITIONS**

**7.1 AGE LIMITS**

No age limits apply.

**7.2 CURRENCY**

All amounts are shown in United States Dollars (USD).

**7.3 INFORMATION**

By acceptance of this contract of insurance or the benefits under this POLICY the POLICY OWNER or INSURED PERSON acknowledges that the sharing of claims and underwriting information by the COMPANY is essential to enable the COMPANY to underwrite policies, assess risks fairly, ensure compliance with all and necessary applicable legislation, regulations and business compliance requirements (including any overseas laws, regulations and compliance requirements binding on the COMPANY) and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums.

The POLICY OWNER and or INSURED PERSON, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by him or on his behalf in respect of any insurance policy or claim made or lodged by him and he consents to such information being disclosed to any other party (including any subsidiary or parent company of the COMPANY as well as any government or regulatory authority) who has a direct interest in the information disclosed by the POLICY OWNER / INSURED PERSON / his agent. The POLICY OWNER / INSURED PERSON also acknowledges that the information provided by him may be verified against any other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning him.

**7.4 LIABILITY**

The COMPANY shall not be liable or responsible for the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity that provide direct or indirect service to the INSURED PERSON;

Should any discrepancies arise between this POLICY and any literature received by the Insured Person, the Terms, Conditions, Terminations and Exclusions in this POLICY will govern in all cases.

**7.5 LANGUAGE**

The official version of this POLICY is in English. Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender.

**7.6 MARKETING**

Should any discrepancies arise between this POLICY and any literature received by the INSURED PERSON, the Terms, Conditions, Terminations and Exclusions, this POLICY will govern in all cases. Any INSURED PERSON may inspect this POLICY at any time by arrangement with the POLICY OWNER.

**7.7 MISREPRESENTATION**

This POLICY shall be voidable (at the discretion of the COMPANY) in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the INSURED PERSON of any information material to this POLICY.

**7.8 OTHER FINANCIAL PRODUCTS AND SERVICES**

The COMPANY will accept no liability whatsoever for any of the insurance or other financial products or services which are sold in conjunction with this POLICY that are provided or underwritten by any other insurance or assurance companies and/or assistance companies and/or financial providers.

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**7.9 PAYMENT OF BENEFITS**

This POLICY is between the COMPANY and the POLICY OWNER only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this POLICY, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this POLICY or any of its provisions. Without limitation, no third party shall have any rights under this POLICY or any right to receive POLICY benefits. Receipt of Benefits paid to the INSURED PERSON's BENEFICIARY or his legal representative will be a valid discharge of the COMPANY's liability under this POLICY:

**7.10 CESSION**

This POLICY cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the INSURED PERSON's BENEFICIARY or his legal representative.

**7.11 SCHEDULE OF BENEFITS**

The Schedule of Benefits referred to in this POLICY wording is the Schedule of Benefits presented as an annexure to this POLICY The POLICY wording is to be read in conjunction with the Schedule of Benefits.

**7.12 KENYAN LAW**

This POLICY will be governed by the laws of the Republic of Kenya and its Courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

**7.13 TAX OR IMPOSTS**

The onus will always be on the INSURED PERSON to ensure, correctly admit and pay any tax liability in consideration of any benefit being paid that may incur tax or imposts of any nature.

**7.14 DISAPPEARANCE**

If an INSURED PERSON disappears during an INSURED JOURNEY and after 24 consecutive calendar months it is reasonable for the COMPANY to believe that he may have died as a result of an AVIATION ACCIDENT during an INSURED JOURNEY the COMPANY will pay the benefit subject to receipt of a signed undertaking by his BENEFICIARY or legal representative that such compensation shall be refunded if it is later demonstrated that he did not die as a result of an AVIATION ACCIDENT. This written undertaking will be required at the point where this benefit becomes payable.

**8 CLAIMS CONDITIONS****8.1 COMPLIANCE**

The CLAIMANT must follow the COMPANY's advice or instruction otherwise the COMPANY may decline to pay the whole or any part of the claim.

**8.2 LEGAL ACTION**

If the COMPANY denies liability for any claim and the CLAIMANT does not institute legal action and serve summons on the COMPANY (or initiate arbitration proceedings if the COMPANY has agreed to submit to arbitration) within 12 months after such repudiation, all benefits of such claim shall be forfeited.

**8.3 NOTICE OF CLAIM AND PROOF OF LOSS**

The CLAIMANT must give the COMPANY notice in writing within 30 days of an Accident which may give rise to a claim under this POLICY. The COMPANY shall have the right to have a post mortem examination of the body conducted.

The CLAIMANT must, at his own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the COMPANY regarding the Insured Event.

**8.4 FRAUDULENT CLAIMS**

If the INSURED PERSON, or anyone acting on his behalf use any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited.

**8.5 GENERAL**

The due observance and fulfillment of the POLICY insofar as it relates to anything being done or complied with by the INSURED PERSON, shall be a condition precedent to liability to make any payment under this POLICY.

No amount payable in terms of this POLICY shall bear any interest.

**9 CLAIMS PROCEDURES**

A completed claim form that has been signed by the CLAIMANT, copies of the airline ticket, the POLICY contract, and other items that may be necessary, are required on all claims, together with the following documents:

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1. Medical Reports.
  2. Death Certificate indicating cause of death.
  3. Inquest and post mortem reports.
  4. Police Report, together with the police station and reference number if death is the subject of criminal investigation.

**10 GENERAL EXCLUSIONS**

The COMPANY will not be liable to pay any Benefit for death resulting from an AVIATION ACCIDENT sustained directly or indirectly by or caused by or arising directly or indirectly from:

War, invasion, act of foreign enemy, hostilities or warlike operations, civil war, military rising, rebellion, revolution, insurrection, military or usurped power, martial law, mutiny or riot or civil commotion

The intentional use of military force to intercept, prevent, or mitigate any known or suspected TERRORIST ACT; or

Any TERRORIST ACT or bomb incident or threat thereof; or

Travelling by air or acting as part of an aircraft crew, except where the INSURED PERSON is travelling as a fare-paying passenger on an aircraft that belongs to an airline company duly registered for the transport of fare-paying passengers on regular and published scheduled routes.

The COMPANY will not be liable to pay any Benefit for death resulting from an AVIATION ACCIDENT sustained directly or indirectly by or caused by or arising directly or indirectly during an INSURED JOURNEY including SCHEDULED FLIGHTS to the following destinations (or should death occur in these territories by virtue of a re-routed flight) – Afghanistan, Democratic Republic of Congo, Iraq, Iran, North Korea, Somalia and Northern Sudan.

If the COMPANY alleges that by reason of any of the above exclusions, loss or damage is not covered by this POLICY, the burden of proving the contrary shall rest on the POLICY OWNER, BENEFICIARY or their legal representative.

**11 SCHEDULE OF BENEFITS AND PREMIUMS**

Event	Age of Deceased	INSURED AMOUNT	Single Premium
Death – aviation accident	12 years and older	US\$ 150 000	US\$ 12.00
	Under 12	US\$ 1 000	US\$ 4.00