



KENINDIA ASSURANCE COMPANY LIMITED

(Incorporated in Kenya)

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SECURE FUTURE ANNUITY PLAN POLICY DOCUMENT

Whereas **KENINDIA ASSURANCE COMPANY LIMITED** (herein after referred to as 'the Company') has received a Proposal and Declaration for the purchase of an Immediate Annuity and the said Proposal and Declaration with the statements contained and referred to therein, which the Proposer named in the schedule hereto has agreed shall be and are hereby declared to be the basis of this Annuity Contract and has received the Purchase Price for an annuity amount and on the terms stated in the said Schedule.

NOW THIS POLICY WITNESSETH that in consideration of the purchase price paid, the Company will pay the annuity as specified in the said Schedule, but without interest, to the person(s) to whom the same is/are therein expressed to be payable upon proof to the satisfaction of the Company being furnished, in respect of each instalment in question has become payable in terms of the said schedule, and the title of the person(s) claiming to receive the instalment.

But where the Annuity ceases or determines on the death of the Annuitant, no part of the said Annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and the day of his/her death, the subsistence of life of the annuitant at twelve o'clock on the day on which the said annuity falls due being duly certified from time to time in such a manner as the Company may require.

AND IT IS HEREBY DECLARED that this Policy shall be subject to the conditions and privileges printed on the back hereof, and that the Schedule hereto and every endorsement placed on the Policy by the Company shall be deemed part of the Policy.

Annuity Policy No.	Date of Commencement	Amount of annuity Instalment (Kshs.)	Purchase Price (Kshs.)
Type of Annuity			
A. Annuity during the lifetime of annuitant.			
B. Annuity guaranteed for a period of Years and thereafter during the lifetime of the annuitant.			
C. Joint Annuity during lifetime of annuitants.			
D. Joint Annuity guaranteed for a period of Years and thereafter during the lifetime of the annuitants.			
E. Annuity with Return of Purchase Price on death of annuitant.			
F. Joint Annuity with Return of Purchase Price on death of annuitants.			
Primary Annuitant Details			
Name		Email	
Address		Mobile No.	
Passport/ID No.		Office No.	
Date of Birth			
Secondary Annuitant Details (Fill if Applicable)			
Name		Email	
Address		Mobile No.	
Passport/ID No.		Office No.	
Date of Birth			

Policy Details								
Proposal No. and Date						Date of 1 st Annuity payment		
Frequency of Annuity Payment Mly/Qly/Hly/Yly						Indexation / Escalation (0%, 3%, 5%)		
Bank account details		Bank name			branch		A/c no.	
To whom the Annuity is payable During the life time of annuitant or annuitants – to the surviving Annuitant(s). During the balance guaranteed period, if any, subsequent to the death of the annuitant or all annuitants (joint annuity) – to the annuitant's nominee or to the legal executors or Administrators or other legal representatives of the annuitant(s).								
Event on the happening of which annuity ceases Type A -On the death of the Annuitant. Type B -On the expiry of the guaranteed period or on death of annuitant, whichever comes last. Type C -On the death of the last surviving annuitant. Type D -On the expiry of the guaranteed period or on death of the last surviving, whichever comes last. Type E -On the death of the annuitant. Type F - On the expiry of the guaranteed period or on the death of the last surviving annuitant, whichever comes last.								
Nominee Details						Guardian Details(fill if nominee is under 18)		
Name	Address	Id no	% share	Relation to Annuitant	Under 18 (tick if under 18)	Guardian Name	Guardian ID No	Relation of Guardian to nominee
					<input type="checkbox"/>			
					<input type="checkbox"/>			
					<input type="checkbox"/>			

In Witness whereof these presents have been stamped and signed on behalf of the Company at the above mentioned Head Office

Date:.....

Examined:.....

General Manager.....

Definitions

“Assignment” means the transfer of a life policy by the policyholder to a lender to serve as collateral for a loan. In the event of the policyholder’s death, the lender is paid first and the balance is then paid to the policy’s beneficiary/beneficiaries.

“Annuity” means the guaranteed regular payments, as prescribed in the Policy schedule, paid to a Policyholder in exchange of a single lump sum received premium.

“Annuitant” means any person that is entitled to receive annuity payments from the Company as stated by the Policy Schedule.

“Plan” means Kenindia Secure Future Annuity Plan.

“Policy” means this Kenindia Secure Future Annuity Plan Policy, which is the evidence of the contract between Kenindia Assurance Company Limited (the Company) and the Policyholder.

“Benefit Illustration” means an Annexure along with the Policy Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed policy. This Benefit Illustration contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy.

“Benefits” means the Survival Benefit, Death Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy.

“Business Day” means any day on which the Company is open in Kenya to public for transacting business and on which banks are generally open in Kenya to public for transacting business.

“Claimant” means either:

- a) The Policyholder in the event of a survival OR
- b) The person who is entitled to receive the death benefits under the Plan. In the event of a death claim, the claimant is the nominee under the Policy. In the absence of the nominee, the claimant is the legal heir of the Life Assured.

“Certificate of Existence” An official document signed annually by the policyholder along with trusted people to ensure that the policyholder is still alive

“Commencement Date” means the commencement date of this policy as mentioned in the Policy Schedule and means the Policy start date

“Company/Us/We/Our” means Kenindia Assurance Company Limited

“Death Benefit” means the amount payable to the claimant on death of the Annuitant during the Policy term, as agreed at inception of the Policy contract, provided the Policy has not lapsed or terminated

“Due Annuity Payment Date” means the due date of payment when the Company pays the periodic annuity payments to the Policyholder. The first Due Annuity Payment Date shall be clearly indicated in the Policy schedule as “date of first annuity payment”. The First Annuity Payment to the Policy holder is paid on this date.

“Escalation/Indexation Rate” This is the rate at which annuity payments increase through subsequent years.

“Nominee” means the person or persons nominated by the Policyholder to receive the admissible benefits in the event of death of the Life Assured.

“Non-Participating” means the Policy does not participate in the profits of the participating fund of the Company.

“Person to whom the Benefits are payable” means the Policyholder, including Nominees or proving executors of administration or other legal representatives, as per the applicable Regulations.

“Policy Anniversary” means the start date of every subsequent Policy Year.

“Policy Commencement Date” means the start date of this Policy as mentioned in the Policy Schedule **“Policy Document”** means this document, which is the evidence of the contract between Kenindia Assurance Company Limited (“the Company”) and the Policyholder.

"Policy Schedule/Schedule" means the attached Schedule that provides your Policy Benefits, the terms of the contract and details about you and the Life Assured, along with all its annexes, issued by us for this Policy. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time.

"Policy Year" means a period of 12 consecutive months starting from the date of commencement of the Policy as stated in the Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter.

"Policyholder/Policy owner/Proposer/You" means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law.

"Premium" means the amount stipulated in the Policy Schedule and paid by the Policyholder as consideration for acceptance of risk and benefits specified as such in the Policy Document.

"Purchase Price" means the single premium amount which the Policyholder has paid while purchasing this Plan which is shown in the policy schedule.

"Regulation" means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the Regulatory Authority from time to time.

"Regulatory Authority" means the Insurance Regulatory Authority (IRA) or such other authority or authorities, as may be designated under the applicable laws and regulations.

"You" / "Your" mean the Policy Owner, Policyholder or Proposer, named in the Schedule or his or her legal heir or personal representative.

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Terms of Admission

Entry Age

The policyholder must be between the ages of 40 and 79 while applying for this policy.

Minimum Premium

The minimum lump sum purchase premium for this policy is Kshs. 500,000 which may be remitted to the Company via Cash, Cheque, Electronic Funds Transfer or any other mode of payment approved by the Company.

Annuity Options

Life Annuity

Annuity is paid throughout the life of the Annuitant. On death of the Annuitant, the policy is terminated and no benefit is given thereafter.

Life Annuity guaranteed for 5 or 10 years and payable for life thereafter

Annuity is paid to the Annuitant for a guaranteed period of 5 or 10 years (as chosen by the Policyholder at inception of the policy) and thereafter for life of the Policyholder.

In the event of death of the Policyholder during the guaranteed period (of 5 or 10 years), Annuity is paid to the Nominee till the guaranteed annuity payout period ends, thereafter the policy is terminated. In case of death of the Policyholder after the guaranteed Annuity payout period, policy is terminated and no benefits are payable thereafter.

Joint Life Annuity

Annuity for life of the annuitant and thereafter for the named spouse at half the last payment made to the annuitant. Annuity payments cease on the expiry of the guaranteed period or on the death of the last surviving annuitant, whichever comes later.

Return of Purchase Price

Annuity is paid throughout the life of the Annuitant. On death of the Annuitant, the nominee receives a refund of the full purchase price the annuitant paid on the inception of the policy.

Annuity Payment Frequency

The annuity can be paid in yearly, half yearly, quarterly or monthly installments.

Annuity Indexation

Indexation rates of 0%, 3% or 5% can be chosen by the policyholder. Once the policy commences the indexation rate cannot be altered.

Benefits

Survival Benefit

Annuity amounts will be paid up to the death of the annuitant or last surviving annuitant for joint annuities as specified in the policy schedule and based on the Annuity option chosen. The annuity option once chosen cannot be changed. Annuity payments are subject to the Company ensuring that the certificate of existence is completed by the annuitant with relevant signatories and witnesses.

Maturity Benefit

No Maturity Benefit is payable under this policy.

Loan

No Loan will be granted under this policy.

Assignment

No Assignment shall be allowed under this policy.

Death Benefit

Annuity payments shall cease without return of premium on the death of the annuitant or last surviving annuitant for joint annuities or expiry of the guaranteed period, whichever comes later. If Return of Purchase Price option was selected, the nominee is eligible to receive a refund of the purchase price upon the death of the annuitant.

Surrender Benefit

This Policy can be surrendered after 5 years in cases with Return of Purchase Price option only. A surrender penalty of 5% of the Purchase Premium is applicable.

Premium**Mode of premium payment**

The Policyholder may pay through Cash, Cheque, Electronic Funds Transfer or any other mode of payment approved by the Company.

Payment of premium

The Policyholder is required to pay a lump sum premium for the entire policy term as specified in the Policy Schedule.

Payment of Annuity**Amount of Annuity and period of payment**

The Company will pay the benefits under this policy as specified in the Policy schedule depending on the Annuity Option chosen and the Annuity payment will be made in arrears for all the available payout frequencies.

Annuity Rates

The annuity rate shall be calculated based on the various factors such as the policyholder's age, term of policy, indexation rate on the creation of the policy and the 10 year Treasury bond yield on the date of purchase. Annuity payments shall hence be based on this rate.

Revision in Annuity Rates

The annuity rates may be revised from time to time with prior approval from the IRA. Please ask for the latest annuity rates at the time of purchasing the annuity plan. However, once the annuity is bought, the rates remain guaranteed for life.

Nomination

The Annuitant may, at any time during the Policy term, make a nomination for the purpose of payment of Benefits in the event of his death if any. Where the Nominee is a minor, the Annuitant may also appoint a person to receive the money during the minority of the Nominee. Nomination may be made by an endorsement on the Policy and by communicating the same in writing to the Company. Any change of nomination, which may be effected before the termination of the Policy shall also be communicated to the Company. In registering a nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

Suicide

If the Life Assured, whether sane or insane, commits suicide, annuity payments will be made up to the end of the guaranteed period, if applicable, and thereafter no annuity payments shall be made, unless it is a joint life annuity. If Return of Purchase Price option is selected, the nominee is legible to receive a refund of the purchase price.

Incontestability

In the event of any inconsistency or conflict between the terms and conditions contained in the Policy Document and the terms and conditions contained in any other document such as marketing material or sales brochure, the terms and conditions contained in the Policy Document shall prevail over all other terms and conditions contained in various other documents.

Fraud

In case fraud or misrepresentation, the policy shall be cancelled immediately by paying the Purchase Price less applicable charges, if any, subject to the fraud or misrepresentation being established by the insurer.

Loss of Policy Document

If the Policy Document is lost or destroyed, then at the request of the Policyholder, the Company, if satisfied, that the Policy Document has been lost or destroyed, will issue a copy Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document. The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder as it considers necessary before issuing a copy of the Policy Document. The Company may charge a fee for the issuance of a copy of the Policy Document. Upon the issuance of a copy Policy Document, the original Policy Document will cease to have any legal effect It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless against any claims, costs, expenses, awards or judgments arising out of, or howsoever, connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.

Waiver

Failure or neglect by either party to enforce at any time the provisions of this Policy shall not be construed or be deemed to be waiver of either party's right herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.

Governing laws and jurisdiction

This Policy shall be governed by and interpreted in accordance with the laws of Kenya. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated.

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