

REPUBLIC OF KENYA

Office of the Deputy Prime Minister and Ministry of Finance



Civil Service Group Personal Accident (GPA) Insurance Cover

Operating Policy Framework

First Edition: 2009.07.01

**Permanent Secretary
Office of the Deputy Prime Minister and
Ministry of Finance**

<http://www.gpa.go.ke>

Table of contents

1. PREAMBLE.....	5
1.1. Operational Mandate.....	5
1.2. Legal anchorage	5
1.2.1. WIBA extensions.....	5
1.3. Interpretation of terminologies and definitions	5
1.3.1. GPA	5
1.3.2. Accident.....	6
1.3.3. Injury	6
1.3.4. Work-Place.....	6
1.3.5. Non Work-Place	6
1.3.6. Death	6
1.3.7. Compensation	6
1.3.8. Medical Board	6
1.3.9. Dependant	6
1.3.10. GPA Unit.....	6
1.3.11. Basic Salary (under GPA)	6
1.3.12. Allowances (under WIBA).....	6
1.3.13. Gross Salary (under WIBA)	7
1.3.14. Employee	7
1.3.15. Permanent disablement	7
1.3.16. Nominee(s)	7
1.3.17. Public Trustee	7
1.3.18. Claim amount	7
1.3.19. Net payable claim amount	7
1.4. Application.....	7
1.5. Responsibility of Implementation and review of this Framework.....	7
1.6. Responsibility for public awareness	7
2. GPA Insurance Cover	8
2.1. GPA Insurance precedent over WIBA.....	8
2.2. Defining the GPA Insurance Cover	10
2.2.1. Underwriter (Insurer).....	10
2.2.2. Insured (civil servant)	10
2.2.3. GPA Insurance proposal form.....	10
2.2.4. Risk Class	10
2.2.5. Benefits	10
2.2.6. Exclusions	10
2.2.7. Cover Extensions	11
2.2.8. Conditions of Cover.....	11
2.2.9. Certificate of Cover	11
2.2.10. Cover period	12
2.2.11. Nominee	12
2.2.12. Claimant	12
2.2.13. Payee	12
2.2.14. Recoveries.....	12
2.2.15. Calculation of Compensation Fund Amount	13

2.2.16.	Claim Time Limitation condition	13
2.2.17.	Compensation of Medical Expenses arising from Accident or Disease	13
2.2.18.	Continuous improvement of civil servants GPA insurance cover	13
3.	Compensation	14
3.1.	Reporting of claims	14
3.2.	Lodging of claims	14
3.3.	Claim supporting documents	14
3.4.	Injury claim requirements	14
3.4.1.	Medical report	14
3.4.2.	Injury Claim benefits computation	14
3.5.	Death claim requirements	15
3.5.1.	Death certificate	15
3.5.2.	Death Claim benefits computation	15
3.6.	Claim Recoveries	15
3.7.	Re-classification of Injury claims to death claim	15
3.8.	Death immediately after settlement of an Injury claim	16
3.9.	Discharge form	16
3.10.	Payment voucher	16
3.11.	Settlement of claims	16
3.12.	Repudiated Claims	16
3.13.	Stamping of Claim documents	16
3.14.	Settlement of underpaid claims	16
4.	Record Keeping and Retention Policy	17
4.1.	Retention Policy	17
5.	Integration and Data Security	19
5.1.	GPA Integration to and from other system	19
5.1.1.	GPA Data to IFMIS	19
5.1.2.	GPA Data to IPPD	20
5.1.3.	GPA Data to Pension system	20
5.1.4.	GPA Data to Others	20
5.1.5.	IFMIS data to GPA	21
5.1.6.	IPPD Data to GPA	21
5.1.7.	Pensions Data to GPA	22
5.1.8.	Other Data to GPA	22
5.2.	Data Integrity and Security	22
5.3.	Protection of Information	23
6.	Audit	24
6.1.	Ordinary audit	24
6.2.	Special circumstances audit	24
6.2.1.	Recovery of expenses of Special circumstances audit	24
6.3.	System audit checklist	25
6.4.	Management of audit findings	25
7.	Continuity contingency plans	26
7.1.	Critical Staffing levels	26
7.2.	Automation of GPA unit processes	26
7.3.	Staff training	26

8.	APPENDIX A	27
8.1.	Meaning of dependant	27
9.	APPENDIX B	28
9.1.	Compensation Structure.....	28
10.	APPENDIX C	31
10.1.	Conditions of Cover	31
10.2.	GPA Insurance Cover Clauses.....	32

1. PREAMBLE

The Civil Service Code of Regulations (Revised 2006) provides in regulation R15 for Group Personal Accident Insurance cover for all civil servants. The original insurance scheme commenced in March 1974 through personnel circular No. 2 dated 16th March 1974, insured under the defunct Kenya National Assurance Company Ltd. Through the years, the Insurance cover has been insured under different insurance companies culminating in the establishment of the Self Insurance model in September 2006, through cabinet approval.

This Insurance cover may be cited as 'The Civil Servants Group Personal Accident Insurance Cover' (GPA Cover) and this document shall be its 'Operating Policy Framework' (Operating policy). Amendments to this Operating Policy may be made from time to time by the Permanent Secretary. A circular accompanying the first edition and subsequent revisions shall be sent to all accounting officers for further circulation.

This operating policy must be designated on the cover with a version control number in the format yyyy.mm.dd where yyyy, mm, dd is the year, month and date of release.

1.1. Operational Mandate

Group Personal Accident (GPA) Unit is a section within the Ministry of Finance. The mandate given to this unit is to administer the GPA insurance cover for all civil servants and settle any claims arising from injury or death of the civil servants including Police officers, Prison Wardens and NYS personnel arising from an accident. The unit operates under the self-insurance concept and receives a budgetary vote every financial year.

The beneficiaries of this Insurance cover do not include employees of the Teachers Service Commission, Judiciary, Parliamentary Service, State Corporations or Members of the Armed Forces, who have their respective insurance covers.

The enhanced mandate of GPA incorporates compensation of Work Injury Benefits Act 2007 (WIBA) claims whose full settlement the Act limits to within a period of 90 days from date claim is lodged.

1.2. Legal anchorage

Group Personal Accident is an Insurance Product like any other insurance product such as Motor Vehicle Insurance, Public Liability, Medical or Professional Indemnity. All insurance products are governed and regulated by the Insurance Act Cap 487. This operating policy is anchored on the Insurance Act Cap 487 in interpretation of terminologies, definitions of persons and its compensation structures. However computation of benefits, formulas for computation, compensation procedures and requirements as well as recovery mechanisms are as provided under this Operating Policy, which is underpinned by 'best practices' from the Insurance Industry. Comprehensive provisions, conditions and exclusions specific to enhanced GPA with WIBA extension Insurance Cover are contained in this document.

1.2.1. WIBA extensions

With the enactment of the Work Injury Benefits Act (WIBA) 2007, certain provisions of the Act provide for different computations from GPA. To encompass the new law that repealed the Workmen's Compensation Act (WCA), this operating policy framework also anchors its operations on WIBA Act that includes operational diseases. This is provided as extensions of the GPA policy.

1.3. Interpretation of terminologies and definitions

Various terms and definitions are used throughout this document. Their meanings and interpretation are documented here below and where necessary under the relevant section of this document.

1.3.1. GPA

Means Group Personal Accident; an Insurance risk Product under the liability classification of the Insurance Act Cap 487;

1.3.2. Accident

Means an accident arising out of and in the course and scope of an employee's employment and resulting in personal injury;

1.3.3. Injury

Means a personal injury arising from an accident and in the case of Work-place related injuries includes the contracting of a scheduled disease. Any occupational accidents and diseases that may arise in the course of the employee's employment are also classified as injury.

1.3.4. Work-Place

means the designated work premises to which an insured employee reports to on a day to day basis in the course of their gainful employment and within the stipulated office hours as specified in the Code of Regulations (COR) Section E, Sub-Section E12. This does not include transit to and from work premises or enroute to a different location such as a workshop.

1.3.5. Non Work-Place

means any other location except the designated work premises to which an insured employee reports to on a day to day basis in the course of their gainful employment and within the stipulated office hours as specified in the Code of Regulations (COR) Section E, Sub-Section E12. This includes transit to and from work premises or enroute to a different location such as a workshop, at home or pleasure.

1.3.6. Death

Under GPA death means a loss of life arising solely and directly through injury by accidental violent external and visible means which injury shall solely and independently of any other cause result in death

Under WIBA death means loss of life arising from work place occupational disease or accident.

1.3.7. Compensation

means compensation as provided for under this Policy Framework.

1.3.8. Medical Board

means the Medical Board as constituted and appointed in writing by the Director of Medical services for purposes of examination of an employee for compensation;

1.3.9. Dependant

means a person defined as a dependant in appendix 'A'

1.3.10. GPA Unit

means the operational offices for the day to day implementation of this Operating Policy and management of the Civil Servants Group Personal Accident Insurance Scheme;

1.3.11. Basic Salary (under GPA)

means "Basic Monthly Salary" as appearance on the pay slip, but excluding any form of commission(s), benefits and or allowances of whatsoever kind and or any considerations of whatsoever nature of an insured employee one month preceding the time and date of the accident;

1.3.12. Allowances (under WIBA)

means "Regular Monthly Allowances" standard across the board to all civil servants as appearance on the pay slip, but excluding any and all form of commission(s), benefits and or ad hoc or preferential allowances of whatsoever kind and or any considerations of whatsoever nature of an insured employee one month preceding the time and date of the accident. Regular monthly allowances are specifically:

- Housing Allowance and

- Medical Allowance;

1.3.13. Gross Salary (under WIBA)

is the total of the Basic Salary and the regular allowances as at the month of the accident or occupational disease

1.3.14. Employee

means a person employed by the Government of Kenya as a Civil servant, a Police Officer, a Prison Warden and NYS with an active letter of appointment; This does not include employees of any state corporations or quasi-government bodies.

1.3.15. Permanent disablement

means permanent injury or disfigurement arising from an accident or arising from work place occupational disease

1.3.16. Nominee(s)

means the direct beneficiary(ies) specified by the Insured to be paid death benefits from a GPA or WIBA claim

1.3.17. Public Trustee

Means the legal body to whom death benefits shall be paid in the event a deceased Employee had not specified any nominee(s) in the policy at the time of death

1.3.18. Claim amount

Is the gross claim calculated based on the formulas contemplated in section 3, before recoveries;

1.3.19. Net payable claim amount

Is the net total amount payable after reduction of recoveries from the gross claim amount.

1.4. Application.

This Policy Framework shall apply to the operations of the Group Personal Accident Insurance Cover, whether the scheme is managed on the Self-Insurance Basis or Outsourced to a third party Insurer.

1.5. Responsibility of Implementation and review of this Framework

The Permanent secretary, through the Financial Secretary is solely responsible for the effective implementation and review of this operating policy framework. The responsibility of compliance is vested to every officer as contemplated in sub-section 7.1 of this Operating policy framework. It is therefore essential that all GPA Unit officers and all accounting officer familiarize themselves with this Operating Policy Framework.

1.6. Responsibility for public awareness

The Permanent secretary, through the Financial Secretary shall periodically raise the awareness level of all Civil servants as pertains to the benefits, obligations and exclusions to the enhanced GPA Insurance cover. This awareness may also include feedback questionnaires on enhancements to the cover in areas such as medical compensation, life assurance provisions and premiums (if any) accruable to such enhancements.

2. GPA Insurance Cover

The Financial Secretary of the Ministry of Finance, through the Group Personal Accident (GPA) unit, intends to fulfill its mandate by employing the Insurance Industry's best practices. Under the self-insurance model, the Government, through Treasury assumes the role of an insurance underwriter. The overall goal of the GPA Unit is to maximize its clients benefits while minimizing (if not all together eliminating) exposure to risks (Unwarranted and fraudulent claims).

The Group Personal Accident Scheme which has been taken out by the Government of Kenya, for all its current civil servants, covers only permanent bodily injury or death arising from accident caused solely by violent external visible means provided the death occurs not later than six calendar months after the accident.

This is a benefit scheme and not an entitlement. Its abuse may and can be withdrawn by the Government of Kenya through relevant procedures.

The Group Personal Accident Scheme provides for compensation in the event of death or permanent bodily injury of an amount equal to sixty (60) months a GPA insured officer's basic salary one month preceding the accident multiplied by the rate of compensation.

In defining the Group Personal Accident Scheme, The Permanent secretary through the Director of Administration, shall apply and use regular insurance definitions and terminologies in its operations. These terminologies will apply in all documentation and correspondences as well as in the compensation procedures.

2.1. GPA Insurance precedent over WIBA

The administration of the Civil service Enhanced Group Personal Accident Insurance cover is done by the GPA Unit within Treasury. The computation of claim benefits under Workman's Injury Benefits Act (WIBA) shall be done by the Ministry of Labour, through the Director of Occupational Safety and Health Services (OSHS), upon receiving WIBA claim forms from GPA Unit. Once the computations are complete, the demand of payment shall be sent to GPA Unit and copies of the same sent to the respective parent Ministry's Permanent Secretary. This is intended to hasten the compensation process and comply with the 90 day legal timeframe within which WIBA claims must be settled.

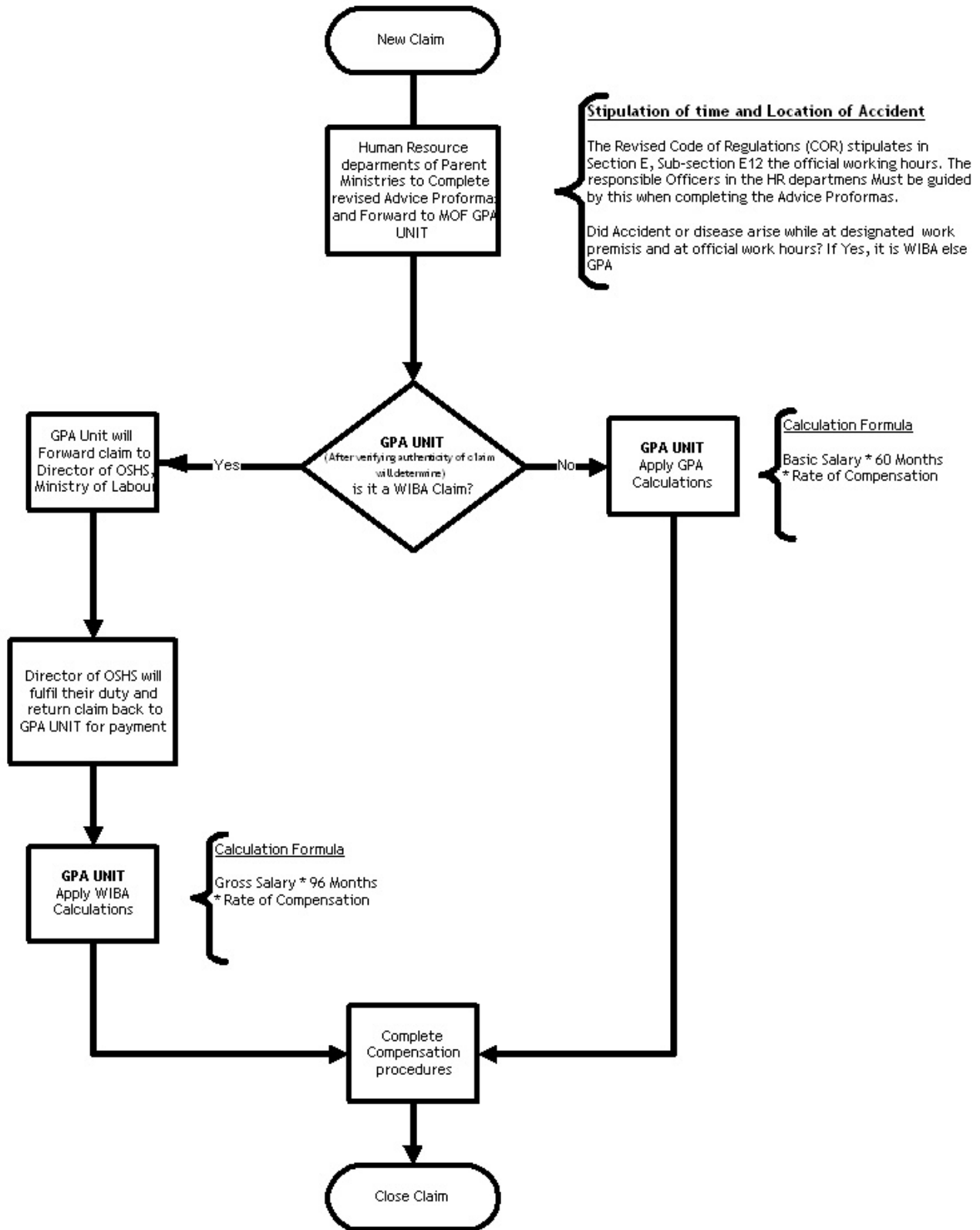
In line with best practices, a claimant should not be compensated twice for the same loss and since the Treasury underwrites all risks arising from both GPA and WIBA, claims made by insured employees must be regulated from a central point. Therefore all injury or death compensation claims must be first channeled through the GPA Unit, 6th Floor, Treasury Building.

The scope of GPA gives it precedence over WIBA as GPA is a 24 hour world-wide cover whereas WIBA is strictly 8 hours cover while the insured employee is at his/her workplace. For purposes of distinguishing claims payable under either of the two, this operating policy framework has classified the accident and injury circumstances as:

- Work Place Accident or Occupational Disease
- Non Work Place Accident

To ensure compliance with the WIBA 2007 Act, the following decision flowchart shall be used as the basis for appropriate compensation under either GPA or WIBA.

Process of Lodging GPA or WIBA Claims



2.2. Defining the GPA Insurance Cover

2.2.1. Underwriter (Insurer)

The Permanent Secretary to the Treasury shall be the Underwriter of the Group Personal Accident Insurance scheme on behalf of the Government of Kenya.

2.2.2. Insured (civil servant)

All civil servant in active employment by the Government of Kenya, shall be the insured under the Group Personal Accident Insurance Scheme

2.2.3. GPA Insurance proposal form

Every Insurable civil servant must complete and sign a GPA proposal form. The pre-printed proposal forms shall have partial personal information based on data in the IPPD system.

The insured is required to specify a nominee (a spouse or relative to whom death proceeds shall be paid, instead of the Public Trustee as is the case currently), after which they are to return the signed forms to The Permanent secretary , attention Director of Administration. The information of the returned proposal forms shall be the basis for the issuance of a Certificate of cover.

Any new employee, whose appointment is confirmed, must be issued with a GPA proposal form by the parent ministry and the completed and signed proposal form submitted to the GPA unit not later than 14 days after receipt of letter of appointment.

Falsification of information on the proposal form may nullify a future claim.

2.2.4. Risk Class

The Underwriter shall underwrite one class of general insurance business (Risk Class) namely Group personal Accident, falling under class code 20 for Liability Class, under the insurance act cap 487. The Underwriter may at his discretion develop and enhance the GPA cover to include other compensation benefits. Any enhanced cover shall be based on the Group Personal Accident risk class.

2.2.5. Benefits

The benefits payable as compensation under the GPA insurance are:

- Death under GPA - Five Years Basic Salary
- Death under WIBA - Eight Years Gross salary (Basic Salary + regular allowances)
- Permanent Total Disability under GPA - Five Years Basic Salary x Percentage Awarded
- Permanent Total Disability under GPA - Eight Years (Basic Salary + House Allowance + Medical Allowance) x Percentage awarded

2.2.6. Exclusions

The Insurer shall define and include in each Certificate of cover the exclusions attached to each risk class. Exclusions are clauses specifying the conditions under which compensation shall not be made. Compensation under the GPA Insurance Scheme does not apply to any event consequent upon:

- i. suicide;
- ii. any physical defect or infirmity which existed prior to accident ;
- iii. any illness or disorder aggravated by an accident;
- iv. medical treatment or surgical operation or exhaustion consequent thereon unless such treatment or operation is necessitated by injury;
- v. intentional self-injury;
- vi. the use of any proscribed drug;
- vii. venereal disease;
- viii. childbirth or pregnancy, although such death, injury or disablement may have been accelerated by accident;
- ix. earthquake, war invasion, acts of terrorism, act of foreign enemy hostilities or warlike operations (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurp of power, strike riot or civil commotion, political unrest;
- x. the insured being under the influence of intoxicating liquors or engaging in aviation risks except in so far as the insured is a passenger on a recognised airline operating on regular schedule air routes or in any chartered aircraft duly licenses as a recognised air carrier;
- xi. the insured committing any unlawful act or being of unsound mind whether temporarily or permanently.

2.2.7. Cover Extensions

The GPA Insurance scheme offers extended cover to all insured civil servants as follows:

- i. Accident to employees while riding on motor cycles including pillion passengers
- ii. Accident to employees out of exposure to banditry and similar risks in the course of duty;
- iii. Government drivers seconded to drive privately registered donor development partner vehicles

2.2.8. Conditions of Cover

The GPA Insurance scheme attaches several conditions to the cover. The Permanent secretary through the Financial Secretary shall cause to be printed and availed in a document jacket all conditions of cover as part of the certificate of cover. A schedule of conditions of cover is included in Appendix 'C' .

2.2.9. Certificate of Cover

All insured civil servants shall be issued with a certificate of cover upon submission of complete and signed GPA Insurance Proposal forms. The Certificate of cover shall specify among other details:

- i. Name of Insured
- ii. Certificate of Cover number (Policy Number)
- iii. Date of appointment and retirement date (cover Period)
- iv. Date of Birth

- v. Risk class
- vi. Exclusions

Among others.

The Certificate of cover number (policy number) shall be the sole reference number in all transactions related to claims arising from a GPA insured civil servant. The claim number shall be constructed from the policy number and the claim sequence number in the format 00000000.SEO, where 00000000 is an eight digit policy number and SEO is the claim sequence number starting with 001 as the first claim.

2.2.10. Cover period

The certificate of cover shall specify the period of cover as the dates of appointment and date of retirement inclusive. In the event a civil servant ceases employment with the Government of Kenya prior to the retirement date, the insurance cover shall exit effective date of termination, abscondment, resignation etc, Moreover if death occurs before retirement date, the policy shall exit at the date of death.

2.2.11. Nominee

The GPA insurance proposal form must specify a named nominee. The insured may subsequently amend details of the nominee by completing and signing a nominee's addendum form.

2.2.12. Claimant

There must be a named claimant in every claim lodged.

The GPA compensation procedures shall commence once a claimant lodges a claim. The claimant can be the insured (for injury claims) or the nominee(s) (for death claims). In the event of a death claim, where there was no nominee specified in the Certificate of cover, the claimant identified by letters of administration from the District Commissioner or a competent court shall be the beneficiary claiming the benefits failure to which the payee shall be the Public trustee.

The claimant must sign a discharge form against the compensation prior to settlement of claim by the Insurer.

2.2.13. Payee

The payee shall be the final beneficiary of a compensation claim. The payee may be different from the claimant, even in an injury case. Where the claimant is a specified nominee, they shall be the payee irrespective whether they specify another person in the discharge form. In an injury case, where the insured is bed-ridden, they may specify another person as the payee in the discharge form. Where the default beneficiary is not known, all compensation benefits for death claims shall be paid to the Public trustee as the payee.

2.2.14. Recoveries

The GPA unit shall effect claim recoveries from the insured if;

- i. A paid injury claim is found to have been fraudulent
- ii. A paid injury claims is paid using wrong percentage award
- iii. Is paid an injury claim after they have claimed and been paid under pension

- iv. Is paid an injury claim after claiming and being paid by a third party insurer

The GPA unit shall effect claim recoveries from a third party insurer if;

- i. Negligence is proved on the part of the third party insurer
- ii. The GPA unit pays a claim that was under a previous third party insurer

The GPA unit shall effect claim recoveries from the insured or a third party claimant if;

- i. Communication expenses using Short Message System (SMS) has been incurred in their monitoring of claim statuses
- ii. Medical examination bills by the Kenya Medical Board are to be met by GPA Unit
- iii. Audit or Investigation expenses are incurred in claims with disputed circumstances

2.2.15. Calculation of Compensation Fund Amount

For purposes of budget allocations, the following shall be the basis of calculating the annual vote for the GPA unit compensation fund:

- Death Annualised Wage Roll x 1.5%
- Permanent Total Disability Annualised Wage Roll x 0.75%
- Unpaid claims at end of Financial Year

Less

- Claim Recoveries from third party insurers

2.2.16. Claim Time Limitation condition

For all claims under GPA the report time limitation is (1) month, claims limitation time is (12) month. Any Claims more than one (1) year old shall be time-barred and will not be accepted as liabilities by the Permanent Secretary to the Treasury.

For all claims under WIBA the report time limitation is (24) hours, claims limitation time is (12) month and payment time limitation is (90) days. Any Claims more than one (1) year old shall be time-barred and will not be accepted as liabilities by the Permanent Secretary to the Treasury. However a claim qualifies for compensation if it was reported to the employer within 24 hours but the employer failed to report to GPA UNIT for onward transmission to the Director of OSHS, Ministry of Labour.

2.2.17. Compensation of Medical Expenses arising from Accident or Disease

The Permanent Secretary Treasury shall cause for the implementation of appropriate compensation procedures for medical expenses related to both GPA and WIBA claims. This is in compliance with Section 47 of Work Injury Benefits Act (WIBA) 2007.

2.2.18. Continuous improvement of civil servants GPA insurance cover

The Permanent Secretary Treasury shall endeavour to continuously improve the enhanced GPA compensation scheme through automation and scope of benefits as befits the times.

3. Compensation

Compensation under the Group Personal Accident GPA Scheme shall use the continental scale method. Compensation is under two types of claims: Injury or death. At no time can a claimant claim under both claim types.

Compensation under the WIBA No. 13 of 2007 scheme shall use the First schedule percentages to determine the amount payable as work injury benefit. Compensation is under two types of claims: Injury or death. At no time can a claimant claim under both claim types.

3.1. Reporting of claims

Reporting of claims under GPA to the parent ministry, shall be the sole responsibility of the insured, their dependants or named nominee. The reporting can be verbal or written.

Reporting of claims under WIBA is the responsibility of the employer.

3.2. Lodging of claims

Once a claim has been reported, the actual process of lodging the claims must commence thereafter using the GPA Unit claim form. In the case of injury claims, claims shall not be lodged 6 months after the healing and final doctor's report. In the case of death, claims should be lodged once the death certificate is available.

3.3. Claim supporting documents

All GPA claims must be accompanied by

- i. An original Police Abstract (for traffic and assault cases only) and
- ii. Completed and signed claim form
- iii. The claimants statement
- iv. Post Mortem report for death claims, if so required by the Permanent Secretary to the Treasury

3.4. Injury claim requirements

Together with the mandatory documents, all GPA injury claims must be accompanied with a medical report. Injury that is covered under WIBA Act 13 of 2007, the doctor certificate in part II of DOSH1 form should act as medical report

3.4.1. Medical report

The medical report must use the structured compensation schedule as contemplated in Appendix 'B'.

3.4.2. Injury Claim benefits computation

Computation of benefits for all injury claims shall use the following formula;

Benefits (Claim Amount) = Basic Salary x Rate x m where

Basic Salary is as defined in Section 1, i.e. Basic salary of month preceding accident

Rate is the percentage awarded for **permanent injury**. (The total percentage cannot exceed 100% for multiple injuries) and

M is the number of months as defined in Section 2 paragraph 4.

Where injury occurs within the first month of employment and the injured officer has not earned the first salary yet, the value for basic salary shall be calculated on a pro-rata basis, depending on the number of days worked.

Benefit computation under WIBA Act 13 of 2007, substitute basic salary with gross salary

3.5. Death claim requirements

Together with the mandatory documents, all death claims must be accompanied with an original and certified copy of the death certificate. Delay by office of registrar to provide the death certificate within 6 months should not bar the dependent from lodging a claim

3.5.1. Death certificate

All death claims must be accompanied by an original and certified copy of the death certificate. Once the GPA unit is satisfied with the certified copy, the claimant may retain the original.

3.5.2. Death Claim benefits computation

Computation of benefits for all death claims shall use the following formula;

Benefits (Claim Amount) = Basic Salary x Rate x m where

Basic Salary is as defined in Section 1, i.e. Basic salary of month preceding accident

Rate is the percentage awarded for **death**, which is 100% and

M is the number of months as defined in Section 2 paragraph 4.

Where death occurs within the first month of employment and the deceased officer had not earned the first salary yet, the value for basic salary shall be calculated on a pro-rata basis, depending on the number of days worked.

Benefit computation under WIBA Act 13 of 2007, substitute basic salary with gross salary

3.6. Claim Recoveries

See Section 2, Sub-section 2.1.11 on reference to claim recoveries.

3.7. Re-classification of Injury claims to death claim

If death occurs to a GPA insured civil servant after lodging an injury claim, but before the claim is paid, the claim shall be re-classified as a death claim and compliance with death claim requirements instituted provided the death is a direct result of the injuries sustained from the accident.

3.8. *Death immediately after settlement of an Injury claim*

There shall be no death benefits compensation should any death occur to a GPA insured civil servant, if the death is as result of injuries whose compensation has already been paid, irrespective of the time and date the death occurs.

However, if the cause of death is as a result of a totally different injury, even if the death follows immediately after settlement of an injury claim, the death shall be compensated as a new death claim.

3.9. *Discharge form*

All claimants must sign a discharge form specifying how they want to be paid. The discharge form discharges the GPA unit from further liabilities arising from a lodged claim. No payment shall be effected without a signed discharge form. However, a signed discharge form is not a guarantee of claim payment.

3.10. *Payment voucher*

All claim payments must be supported by a GPA Unit generated payment voucher.

3.11. *Settlement of claims*

A claim shall be deemed settled once a cheque is issued. The details of the cheque such as date, payee and amount must be recorded in the GPA claims register. This action will effectively close the claim file.

3.12. *Repudiated Claims*

A claim shall be declared un-payable or repudiated if:

- i. The cause of injury or death is as a result of an exclusion(s);
- ii. The Medical Board awards zero (0) percentage rate;
- iii. The claim is found to be fraudulent;
- iv. The claim is based on an exact date and time as a previous claim;
- v. The injury claimant is no longer in the Government of Kenya payroll;
- vi. Death occurred six (6) months after date of accident;

3.13. *Stamping of Claim documents*

All documents related to a paid claim shall be stamped 'PAID CLAIM'.

All documents related to a repudiated claim shall be stamped 'CLAIM NOT PAYABLE'.

In all cases the stamps must be signed by the Head of GPA and dated.

3.14. *Settlement of underpaid claims*

A paid claim will be deemed underpaid if;

- i. The basic salary on the payslip did not show awarded increments or pay hikes
- ii. The medical rate used was less than that awarded

Provided the claimant has not signed a discharge form. If the claimant has signed a discharge form, there shall be no further compensation.

4. Record Keeping and Retention Policy

The Permanent Secretary of Treasury shall cause to keep the Insurance and claims records related to the Group Personal Accident Insurance Scheme at all times.

These records shall be maintained in both print and electronic form. The list of mandatory records is as follows:

- Schedule of insured Civil servants
- Monthly schedule of outstanding claims
- Monthly schedule of paid claims
- Monthly control ledger for outstanding claims showing opening and closing balances
- List of Claimants and injury types
- Exception reports such as double claims by an insured
- Monthly new claims register
- Cumulative claims register
- Register of settlement cheques from third party insurers
- Schedule of settlement cheques from Accounts office, Ministry of Finance

4.1. Retention Policy

The records to be maintained by the GPA unit shall be in force and available based on the following retention policy:

DESCRIPTION OF DOCUMENT	RETENTION PERIOD IN YEARS
Proposal Form	Do not destroy
Certificate of Cover	
Claim & Discharge Forms	

<p>Mandatory Reports</p> <ul style="list-style-type: none"> • Claims Register • Paid Claims Analysis • Payment Advice • Discharge Form • Claim Form <p>Other Non mandatory Reports</p> <ul style="list-style-type: none"> • List of Insurers • List of Ministries • List of Claimants • Structured Compensation • Policy Schedule • Death Calculations • Injury Calculations • GPA Proposal Form • Claims Validation • Outstanding Claims Control • Medical Report 	<p>7 years after date of production</p> <p>1 year after date of production</p>
<p><u>ICT Department</u></p>	
<p>Hardware purchase agreements</p>	<p>7 years after date of termination</p>
<p>Software License agreements</p>	<p>7 years after date of termination</p>
<p>Annual Maintenance Contracts – Hardware</p> <ul style="list-style-type: none"> • Servers only • Peripherals (DTU Routers) 	<p>7 years after date of termination</p> <p>10 years after date of termination</p>
<p>Annual Maintenance Contracts – Software</p> <ul style="list-style-type: none"> • GPA Simcore Software • Windows • Unix • Anti-Virus • Oracle 	<p>7 years after date of termination</p> <p>7 years after date of termination</p> <p>7 years after date of termination</p>

5. Integration and Data Security

The automation contemplated in section 7 sub-section 7.2 must seamlessly integrate with other Treasury systems. These systems are:

- Integrated Financial Management Information System (IFMIS)
- Integrated Personnel and Payroll Database (IPPD)
- Commonwealth Secretariat debt recording and Management System (CS-DRMS)
- Pension System
- Vote Book Management System
- Treasury Email Application System
- Web Services System
- Online Directory System
- Electronic Business Licenses (e-Registry)
- E-Promise
- ...any other future systems

Some of these systems may not have any relationship whatsoever with the Operations of the GPA Insurance cover, but integration with them is very possible as and when that need arises.

The systems currently identified as having a relationship with GPA insurance cover that must have integration are:

- Integrated Financial Management Information System (IFMIS)
- Integrated Personnel and Payroll Database (IPPD)
- Pension System
- Treasury Email Application System
- Web Services System

5.1. ***GPA Integration to and from other system***

Integration is the bringing together of the business subsystems into one or joining business subsystems together. The communication between business applications shall be through open standard protocols for enhancing information and data sharing processes.

5.1.1. **GPA Data to IFMIS**

The GPA Unit must provide details of every payable claim to the Accounts department in treasury. The data must include:

- i. The Payroll number of the Insured
- ii. The Name of the Insured
- iii. The Type of claim
- iv. Net payable amount
- v. The Name of the payee
- vi. The mode of payment (EFT or Cheque)
- vii. The National ID of the payee

- viii. Date of the payment voucher
- ix. Payment voucher number
- x. The Claim Number
- xi. The Name of the Claimant
- xii. The National ID of the Claimant
- xiii. Date of Death or Injury

5.1.2. GPA Data to IPPD

The GPA Unit must provide details of every claim and proposal to the Human Resource departments of the insured's parent ministry. The data must include:

- i. The Payroll number of the Insured
- ii. The Name of the Insured
- iii. The Type of claim
- iv. Recoverable recoveries
- v. Date of Death(for death cases)
- vi. List of Dependants
- vii. Copy of the Signed proposal Form, showing nominee

5.1.3. GPA Data to Pension system

The GPA Unit must provide details of every claim and proposal to the Pensions System. The data must include:

- i. The Payroll number of the Insured
- ii. The Name of the Insured
- iii. The Policy Number
- iv. The Type of claim
- v. Recoverable recoveries
- vi. Date of Death(for death cases) or Injury
- vii. List of Dependants
- viii. Claim Amount
- ix. Net Payable Claim

5.1.4. GPA Data to Others

The GPA Unit must provide any data to other Treasury systems or Government agencies as may be directed by the Permanent Secretary through the Financial Secretary.

5.1.4.1. Treasury Email System

In line with streamlining communication channels for the operations of GPA, the email address designated is gpainsurance@treasury.go.ke

5.1.4.2. Web Services System

Where the operations of the GPA cover shall warrant access to information by both users and claimants over the internet (web), the webmaster of Treasury's web site shall provide for the necessary links to the GPA web services as shall have been deployed specifically for GPA.

In any event, the GPA web services shall not interfere or affect the effective running of treasury's web services except provide for a link to the GPA web services.

5.1.5. IFMIS data to GPA

The accounts department at treasury must provide the GPA Unit details of every paid. The data must include:

- i. The Payroll number of the paid claim
- ii. The Cheque number
- iii. The date of the cheque
- iv. The paid amount
- v. The Name of the payee
- vi. A Schedule supporting the payments
- vii. A monthly statement of the GPA control account
- viii. The accounts payment voucher number
- ix. Date of the accounts payment voucher number

5.1.6. IPPD Data to GPA

The Human Resource departments of the insured's parent ministry must provide the GPA Unit details of every new employee and any amendments to the particulars of an insured employee. The data must include:

- i. The Payroll number of the employee;
- ii. The Name of the employee;
- iii. ID Number of Employee
- iv. Date of appointment;
- v. Date of retirement;
- vi. Current Basic Salary, House Allowance, Medical Allowance and Gross Salary;
- vii. Increments to Salary;
- viii. Current Station and District;

- ix. Current Contacts of the Employee including mobile number as well as postal address;
- x. Blood group of the employee (where available);
- xi. Completed and signed GPA proposal Form, showing nominee;
- xii. Reason for end of employment (Resignations, Retirements, Death, Being Fired, Suspensions etc)

5.1.7. Pensions Data to GPA

The Pensions Department at treasury shall provide the GPA Unit details of every pension payment that includes compensation for injuries arising during the pensioner's employment with the Government. The data must include:

- i. The Payroll number of the Pensioner;
- ii. The Name of the Pensioner;
- iii. Date of retirement;
- iv. Date of injury;
- v. Rate awarded for Injury;
- vi. Value of Compensation;
- vii. Job Group at time of injury;
- viii. Job group at time of retirement;

5.1.8. Other Data to GPA

The GPA Unit may receive data of any nature from other Government agencies as may be directed by the Permanent Secretary.

5.2. *Data Integrity and Security*

The purpose of implementing security systems is to secure the integrity and confidentiality of information and to provide appropriate controls that protect critical resources. This is an integral part of continuous service delivery, and to avoid loss of service and trust that ICT security breaches can cause, it is important to view IT security as a business imperative.

The Permanent Secretary of Treasury shall therefore ensure that the GPA unit implements the following:-

- i. Clear policy on passwords for the GPA System
- ii. ICT Security policy to address GPA ICT resources and to enable security audits of those resources.
- iii. Backup policy that will ensure continuity of GPA processes in case of loss or damage of data as a result of system failure. The policy should also address such issues as:-
 - o Storage area environment
 - o Regular testing of the backup
 - o Data backup verification
 - o Restoration of data backup
 - o Offsite storage

- Frequency of backups

5.3. *Protection of Information*

Due to the sensitive nature of personal biodata, The Permanent secretary , through the Financial Secretary shall ensure that appropriate protection of all forms of information including papers, databases, films, view foils, models, tapes, diskettes, desktop and portable computers, conversations, emails and any other method used to convey knowledge and ideas, is provided.

6. Audit

The Permanent Secretary through the Financial Secretary shall cause a periodical audit to be carried out on the records at the Group Personal Accident Unit. The audit shall be carried ordinarily and when required, in special circumstances.

6.1. Ordinary audit

A random ordinary audit shall be carried out at least once a month and a comprehensive audit done once every three months. These ordinary audits must interrogate among others:

- i. Claim procedures
- ii. The Automated system
- iii. Settlement procedures
- iv. Documentation procedures
- v. Reporting procedures
- vi. Disaster recovery procedures
- vii. Adherence to this operating policy framework

Special focus of the ordinary audit shall be the reconciliation of the GPA paid claims control register with the IFMIS and Cash-office check printing list.

6.2. Special circumstances audit

The Permanent Secretary may order a special circumstances audit when suspicious on the specifics of a particular claim or when an ordinary audit raises queries. This special audit may require an auditor or investigator to visit a police station or hospital to ascertain the details of the claim. The special audit may require the use of:

- i. An Internal Auditor
- ii. An external auditor
- iii. An Insurance investigator

6.2.1. Recovery of expenses of Special circumstances audit

The Director may surcharge any employee for recoveries arising from an audit carried out to determine liability or otherwise of a claimants claim if;

- i. The audit findings find fraudulent misstatement by the claimant
- ii. The audit findings determine that the GPA unit personnel were less than honest in determining compensation amount of a claim
- iii. An over-payment was paid to a claimant erroneously

6.3. System audit checklist

Item No.	Audit Check	Description
1.	Software	All software whether purchased or created personally is to be protected by at least one full backup
2.	System data	Systems data to be backed up with at least one backup per month
3.	Application Data	All application data are to be protected by means of full daily backups(Except week-ends and public holidays)
4.	User Data	All user data located on the file servers are to be protected by means of full daily backups (Except week-ends and public holidays)
5.	Storage	All backup media must be stored in a safe and secure location extraneous to the location of the backup systems. All backup media must be stored in a fire proof safe. All software full backup and monthly backup must be stored in an off-site archive location
6.	Passwords	Password Policy must address all system security concerns
7.	Audit Trail	System must on a daily basis produce audit trail report that must be checked by senior management.

6.4. Management of audit findings

Following an audit, the Permanent Secretary must ensure that a clear plan of resolving all audit findings are drawn up, with realistic dates set for the implementation of stated recommendations or alternative control solutions to address any risk exposures.

7. Continuity contingency plans

The Permanent Secretary must ensure there is adequate and competent human resource for the effective and efficient running of the GPA unit at all times. These contingency plans include:

7.1. Critical Staffing levels

At the very top of the GPA Unit structure is The Permanent secretary. In order thereafter is

- i. The Financial Secretary
- ii. The Director of Administration
- iii. The Deputy Secretary Administration
- iv. The Under Secretary Administration
- v. The Head of GPA Unit
- vi. Head of GPA Registry (underwriting and Claims)
- vii. Head of GPA ICT
- viii. Clerical Assistants

Specific roles and responsibilities must be outlined for each of these officers with clear backup roles being defined.

7.2. Automation of GPA unit processes

For effective and efficient running of the GPA unit operations, The Permanent Secretary shall cause the automation of every aspect of these processes. The automation must be in tandem with the Operating policy framework and adoptable to future amendments to this operating policy.

7.3. Staff training

As contemplated in Section 2 of this operating policy, staff training in Insurance practice shall be carried out by all GPA unit employees. At the minimum level, a certificate of proficiency must be obtained by the college of insurance. This will ensure that the Insurance industry's best practices and trends are imparted to the staff and the benefits of training transferred to the GPA unit.

8. APPENDIX A

8.1. *Meaning of dependant*

Under the GPA policy framework “dependant” means—

- i. the widow or widower of a civil servant (employee) insured under the GPA Cover;
- ii. a child of the employee who has not attained the age of eighteen years including a posthumous child, a stepchild and an adopted child, adopted *The Work Injury Benefits Act, 2007* prior to the accident, but excluding a child who is married or who is self supporting;
- iii. a parent, step-parent or an adoptive parent who adopted such employee if he adopted prior to the accident or death;
- iv. a child of the employee not contemplated by paragraph (ii);
- v. a brother, sister, half-brother, half-sister or parent, grandparent, or grandchild of an employee; and
- vi. any other person who at the time of the accident was wholly dependent upon the employee for the necessities of life.

In the case of an employee who leaves two or more widows, such widows shall be entitled to share such compensation as would be payable to a single widow of the deceased employee.

9. APPENDIX B

9.1. Compensation Structure

CATEGORY	COMPENSATION ITEM	RATE
DEATH	Death as a result of accident	100.00
INJURY (GENERAL)	Loss of hand and foot above site of symes amputation.	100.00
	(NB. The loss of the thumb and four fingers of one hand is equivalent to the loss of a hand)	
	Injury resulting in the employee being permanently bed-ridden.	100.00
INJURY - LOSS OF HEARING	Total loss of hearing - Both ears	50.00
	Total loss of hearing - One ear	7.00
INJURY TO EYES	Total Loss of sight	100.00
	Loss of remaining eye by one-eyed employee	100.00
	Loss of one eye, other being normal	30.00
	Total loss of vision of one eye, other being normal	30.00
	Best visual acuity one Eye 6/6 or 6/9; Other eye 6/24	15.00
	Best visual acuity one Eye 6/6 or 6/9; Other eye 6/36	20.00
	Best visual acuity one Eye 6/6 or 6/9; Other eye 6/60	20.00
	Best visual acuity one Eye 6/6 or 6/9; Other eye 3/60	30.00
	Best visual acuity one Eye: 6/12 Other eye: NIL x	30.00
	Best visual acuity one Eye: 6/18 Other eye: 6/18	15.00
	Best visual acuity one Eye: 6/18 Other eye: 6/24	30.00
	Best visual acuity one Eye: 6/18 Other eye: 6/36 x	15.00
	Best visual acuity one Eye: 6/18 Other eye: 6/60	40.00
	Best visual acuity one Eye: 6/18 Other eye: 3/60	40.00
	Best visual acuity one Eye: 6/18 Other eye: NIL	40.00
	Best visual acuity one Eye: 6/24 Other eye: 6/24	30.00
	Best visual acuity one Eye: 6/24 Other eye: 6/36	40.00
	Best visual acuity one Eye: 6/24 Other eye: 6/60	50.00
	Best visual acuity one Eye: 6/24 Other eye: 3/60	50.00
	Best visual acuity one Eye: 6/24 Other eye: NIL	70.00
	Best visual acuity one Eye: 6/36 Other eye: 6/36	50.00
	Best visual acuity one Eye: 6/36 Other eye: 6/60	60.00
	Best visual acuity one Eye: 6/36 Other eye: 3/60	60.00

	Best visual acuity one Eye: 6/36 Other eye: NIL	70.00
	Best visual acuity one Eye: 6/36 Other eye: 6/60	80.00
	Best visual acuity one Eye: 6/60 Other eye: 3/60	80.00
	Best visual acuity one Eye: 6/60 Other eye: NIL	90.00
	Best visual acuity one Eye: 3/60 Other eye: 3/60	80.00
	Best visual acuity one Eye: 3/60 Other eye: NIL	80.00
	Best visual acuity one Eye: NIL Other eye: NIL	100.00
INJURY TO LOWER LIMB	Loss of both feet above site of symes amputation or loss of both legs at higher site	100.00
	Loss of remaining leg by one-legged employee	100.00
	Loss of leg at hip or below hip with stump not exceeding 18 centimeters in length measured from tip of great trochanter	70.00
	Loss of leg below hip with stump exceeding 18 centimeters in length measured from tip of great trochanter but not beyond middle thigh	60.00
	Loss of leg below middle thigh to 10 centimeters below knee	50.00
	Loss of leg below knee with stump exceeding 10 centimeters	30.00
	Modified symes operation: One foot	25.00
	Modified symes operation: Two feet	70.00
	Loss of foot at tarso-metatarsal joint	25.00
	Loss of all toes of both feet proximal to the proximal interphalangeal joint	25.00
	Loss of all toes of both feet distal to the proximal inter-phalangeal joint	15.00
	Loss of all toes of one foot distal to the proximal inter-phalangeal joint	15.00
	Loss of all toes of one foot distal to the proximal inter-phalangeal joint	10.00
	Loss of great toe: Both phalanges	5.00
	Loss of great toe: One phalanx	2.00
	Loss of toe other than great if more than one toe lost, each	1.00
	Ankylosis in Optimum position: Hip	50.00
	Ankylosis in Optimum position: Knee	25.00
	Ankylosis in Optimum position: Ankle	15.00
INJURY TO UPPER LIMB	Loss of both hands or loss of both arms at higher sites	100.00
	Loss of remaining arm by one-armed workman	100.00
	Loss at shoulder or below shoulder with stump of less than 20 centimeters from tip of acromion	70.00
	Loss of 11 centimeters below tip of acromion to less than 20 centimeters from tip of olecranon	68.00
	Loss from 11 centimeters below tip of olecranon	65.00
	Loss of hand at wrist	60.00

	Loss of four fingers and thumb on one hand	60.00
	Loss of four fingers on one hand	40.00
	Loss of thumb: Both halanges	25.00
	Loss of thumb: One phalanx	10.00
	Loss of index finger: Three Phalanges	25.00
	Loss of index finger: Two Phalanges	10.00
	Loss of index finger: One Phalanx	4.00
	Loss of index finger: Tip and nail, no bone	2.00
	Loss of ring finger: Three Phalanges	6.00
	Loss of ring finger: Two Phalanges	4.00
	Loss of ring finger: One Phalanx	2.00
	Loss of ring finger: Tip and Nail, no bone	1.00
	Loss of little finger: Three Phalanges	6.00
	Loss of little finger: Two Phalanges	4.00
	Loss of little finger: One Phalanx	2.00
	Loss of little finger: Tip adn Nail, no bone x	2.00
	Loss of metacarpals: Three Phalanges	6.00
	Loss of metacarpals: Two Phalanges	4.00
	Loss of metacarpals: One Phalanx	2.00
	Loss of metacarpals: Tip and nail, no bone	1.00
	Loss of metacarpals: First or Second (Additional)	3.00
	Loss of metacarpals: Third, Fourth or Fifth (Additional)	2.00
	Ankylosis in optimum position: Shoulder	35.00
	Ankylosis in optimum position: Elbow	35.00
	Ankylosis in optimum position: Wrist	25.00

10. APPENDIX C

10.1. *Conditions of Cover*

- A. All benefits under this Insurance cover shall be forfeited if there shall have been any misrepresentation of omission in the proposal or in any particulars supplementary thereto or in any statement made for the continuance of this insurance or in connection with a claim hereunder or if there shall have been any change in the circumstances which may increase the risk including change of occupation unless notice of such change shall have been given to the Financial Secretary and their consent to continue the insurance shall have been obtained. Injury related to WIBA Act 130 of 2007 should be reported to the Director of Occupational Safety and Health Services in accordance with section 21 and 22 of the act.
- B. On the happening of any event which may give rise to a claim under this Insurance Policy, the insured or any responsible person on behalf of the insured shall give immediate notice in verbally or in writing to the Financial Secretary. The insured person shall be attended by a duly qualified and registered medical practitioner and shall supply to the Financial Secretary a written report by such practitioner together with all such supporting information and documentation as the Financial Secretary may require at the expense of the insured. Such further evidence reports and certificates required by the Financial Secretary shall be furnished without expenses to the Treasury. The insured person shall as may be required by the Financial Secretary submit to a medical examination by the Kenya Medical Board or a panel of doctors appointed by the Financial Secretary and in the event of death, The Financial Secretary shall be entitled at his own expense to a Post Mortem examination by or in the presence of such a selected medical. A qualified medical practitioner is defined as?
- C. Should the insured effect or hold any other policy (other than a motor policy) insuring against accident without notice being given to the Financial Secretary the amount hereby insured under Benefit C shall be reduced to such sum as with the moneys payable under such other policy or policies shall equal the amount which would have been payable hereunder but for such other policy or policies.
- D. The Financial Secretary may at any time on giving seven days notice to the insured by registered letter at his last known address determine and cancel this policy as from the expiration of such notice provided that they shall in that event on demand return to the insured a proportionate part of the premium corresponding to the unexpired term of the policy.
- E. Every notice or communication to be given or made under this Policy shall be in writing and shall be sent by post addressed to the Insured at the address stated in the Certificate of cover or the address of which the Insured has last given notice to the Financial Secretary or as the case may be addressed to the Financial Secretary at their Registered Office and shall state the number of the Certificate of Cover.
- F. The terms and conditions of this policy so far as they contain any provision to be observed or complied with by or on behalf of the insured shall in so far as is practicable having regard to the nature thereof be conditions precedent to the liability of the Government hereunder. In all cases where the policy is void or any benefit is forfeited the premiums paid will be retained by the Government.
- G. The Financial Secretary will not be bound by any documents unless given on their printed official form. No alteration in the terms of the policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by an authorized official or agent of the Financial Secretary.
- H. If any difference shall arise as to the amount to be paid under the policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with any statutory provision in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be condition precedent to any right of action against the Financial Secretary.

- I. This policy and the Certificate of Cover 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 Certificate of cover shall bear specific meaning wherever it may appear.
- J. The Financial Secretary shall not be bound to notice or be affected by any notice trust charge or alienation relating to this policy but the receipt of the insured or his legal personal representative shall in any case effectually discharge the Financial Secretary.
- K. The policy is world-wide in its scope for the purposes of travel for a period not exceeding six (6) weeks and shall be inoperative in respect of any insured person residing permanently outside the Country of domicile stated in the Certificate of cover.
- L. All Claim payments made by the Financial Secretary shall be in the lawful currency of Kenya.

10.2. GPA Insurance Cover Clauses

DISAPPEARANCE CLAUSE

It is hereby declared and agreed that if the insured (or insured person) disappears during the period of insurance and the body is not found within 12 months after the disappearance and conclusion that the insured (or insured person) has sustained bodily injury and that such bodily injury has resulted in death in both cases as described in the policy then the company shall forthwith pay the death benefit under the insurance provided that the party to whom the death benefit is paid shall sign an undertaking to refund such sum on demand should the insured (or insured person) subsequently be found to be living.

Subject otherwise to the terms provisions exclusions and conditions of the policy.

EXPOSURE

This policy extends to cover death or bodily injury in accordance with the schedule of benefits resulting from exposure as a direct or indirect result of misfortune to any aircraft provided the insured is not traveling as a pilot or member of the crew or for the purpose of undertaking any trade or technical operation therein or thereon or other conveyance in which travel is permitted. Under WIBA No. 13 of 2007 the pilot and crew on duty are entitled to compensation

DUTY & PLEASURE CLAUSE

It is hereby declared and agreed this insurance is extended to provide cover irrespective of whether the insured person (s) is/ are on duty or off-duty provided that peril causing the accidental bodily injury as defined is not and excluded risk.

TRUSTEE CLAUSE

It is hereby declared and agreed that any benefit payable under this policy in respect of death or permanent disablement of the lives assured shall be payable to the insured who shall hold such benefit paid to them in trust for lives assured.

SALARY DEFINITION

The earnings covered under this policy shall be deemed to mean "Basic Monthly Salary" as appearance on the pay slip, but excluding any form of commission(s), benefits and or allowances of whatsoever kind and or any considerations of whatsoever nature. Salary under WIBA no. 13 of 2007 is defined in section 37(1) of the act.

DECLARATION CONDITION

If the amount of compensation payable in respect of any or all of benefits a to c inclusive is stated as being on the wages of the insured persons stated in the schedule then the premiums charged hereunder in respect of the said benefits whether first or renewal shall be provisional and within one month of the close of each period of insurance the insured shall declare to the company the actual amount of wages so expanded. If the premium calculated thereon shall differ from estimated premium, the difference in premium shall be met by a further proportionate payment to the company, it being understood that the premium charged therein is the minimum and deposit.

HIJACK CLAUSE

Notwithstanding anything contained herein to the contrary this policy is extended to cover accidental bodily injury/ death happening consequent upon hijack of and/ or any attempt of hijack of the insured person herein.

Subject otherwise to the terms exceptions and conditions of this policy.

MOTOR CYCLING CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in exclusion a (ii) to the contrary, this policy is extended to cover Motor Cycling up to 125cc.

AGE LIMIT

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this policy does not cover persons below the age of 18 years. Further it is understood and agreed that the policy does not cover death, injury or disablement sustained after the end of the period of insurance during which the insured completes the 65th year of age.

AIR TRAVELLING AS PASSENGER ON MEDICAL GROUNDS

The insurance by this policy shall extend to cover the insured persons whilst traveling as passengers on medical grounds following an accident in fully licensed Aircraft operated by recognized Air charter Companies Airlines.

RIOT AND STRIKE

Notwithstanding anything contained herein to the contrary, the words "Riot and Strike" in exclusion B) (iv) (b) to this policy shall not apply to:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock - out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequences of such disturbance.
2. The willful act of any strike or locked-out worker done in furtherance of strike or in resistance to a lock strike or locked - out or the action of any lawfully constituted authority in preventing or attempting to prevent such act or minimizing the consequences of such act.

Provided that the cover given by reason of this endorsement shall not apply to any of or damage to the property insured directly or indirectly proximately or remotely occasioned, contributed to by or traceable to or arising in connection with war invasions act of foreign enemy hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power martial law or state of siege or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrence.

In the event of any claim hereunder the insured shall prove that such loss of or damage to the property insured arose independently of an was in no way connected with or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the company shall not be liable to make any payment in respect of such claim.

Subject otherwise to the terms conditions exclusions and provisions of the policy.

JURISDICTION CLAUSE

Notwithstanding anything contained to the contrary it is agreed that the indemnity provided shall not apply to:-

- 1) Compensation for damage in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction in Kenya.
- 2) Costs and expenses and litigation recovered by any claimant from the insured which are not incurred in and recoverable in Kenya.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability, loss damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other clause contributing concurrently or in any other sequence to the loss, damage or expenses.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force and or the threat of, whether an act harmful to life or not, by any person or groups(s) or person (s), whether acting alone or on behalf of, or in connection with any organization(s) or government (s) or any person or body if persons, committed for political, religious personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and or for the purpose of inspiring fear in the public or any section thereof.

In any action, suit or other processing in which insurer alleges that by reason of this definition any loss, damage, cost or expense is not covered by this policy, the burden or provision that such loss, damage , cost or expense is covered shall be upon the insured.
Employee injured as a result of terrorism while in the cause of their employment are entitled to compensation under WIBA no.13 of 2007

ABSENT PROPOSAL FORM

It is hereby declared and agreed that the insured having not completed the formal printed GPA proposal form, shall not be issued with a certificate of cover and no claims shall be processed without a signed proposal form.

Subject otherwise to the terms, conditions and exceptions of this policy.