

**CONTRACT FOR THE PROVISION
OF GROUP LIFE ASSURANCE
COVER**

BETWEEN

**KENYA PLANT HEALTH
INSPECTORATE SERVICE**

AND

APA LIFE ASSURANCE LIMITED

CONTRACT

This **CONTRACT** (hereinafter called the "Contract") is made on the ____ day of _____, 2023.

BETWEEN

KENYA PLANT HEALTH INSPECTORATE SERVICE (KEPHIS), a State Corporation in the Republic of Kenya duly incorporated under the Kenya Plant Health Inspectorate Service Act No. 54 of 2012 Laws of Kenya and whose registered office is situated at Oloolua Ridge, off Ngong Road, Karen, and of P.O. Box 49592 - 00100 Nairobi (hereinafter referred to as "**Procuring Entity**") which expression shall where the context so admits include its successors and assigns of the one part,

AND

APA LIFE ASSURANCE LIMITED, a limited liability company duly incorporated under the Companies Act, Laws of Kenya having its principal place of business located at Apollo Centre, 07 Ring Road Parklands, Westlands and of P. O. Box 30389 - 00100 Nairobi (hereinafter referred to as "**the Insurance Provider**") which expression shall where the context so admits include its successors and permitted assigns) of the other part.

WHEREAS

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**");
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a "**Contract Price**" of Kshs. 4,339,191.00 (Kenya Shillings Four million, Three Hundred and Thirty-Nine Thousand, One Hundred and Ninety-One) annually and inclusive of levies.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) Form of Acceptance (Attached hereto and marked as '1');
 - b) The Insurance Provider's Tender (Attached hereto and marked as '2');
 - c) The General Conditions of Contract (Attached hereto and marked as '3');
 - d) The Special Conditions of Contract (Attached hereto and marked as '4');
 - e) The Price Schedule (Attached hereto and marked as '5');
 - f) The following Appendices;
 - Appendix A: Scope of the Services
 - Appendix E: Service Level Agreement
 - Appendix F: Insurance Policy
2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
 - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the Laws of Kenya on the day and year first above written.

SIGNED for and on behalf of

KENYA PLANT HEALTH
INSPECTORATE SERVICE

By:

Managing Director

Witness

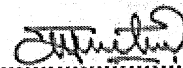
SIGNED for and on behalf of
APA LIFE ASSURANCE LIMITED

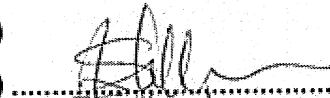
By: CATHERINE KARIMI

Managing Director / Chief Executive Officer

MARTIN MATHAI

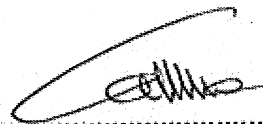
Company Secretary / Head of Corporate Business

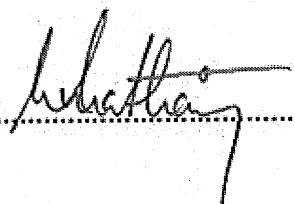



WILLIAM S. MUTHAMA
ADVOCATE
P. O. Box 1226 - 00902
KIKUYU



APA Life Assurance Limited
P. O. Box 30389 - 00100 Nairobi
Tel: (020) 364 1000 Fax: (020) 364 1100





**Special Conditions of Contract
(Marked '4')**

SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The Parties to the Contract are: The Procuring Entity is KENYA PLANT HEALTH INSPECTORATE SERVICE The Insurance Provider is APA LIFE ASSURANCE LIMITED The contract name is PROVISION OF GROUP LIFE ASSURANCE COVER
1.4	For <u>notices</u>, the Parties addresses shall be: Procuring Entity: Kenya Plant Health Inspectorate Service Attention: Prof. Theophilus M. Mutui (PHD) Postal address: P. O. Box 49592-00100 Nairobi Physical Address: Oloolua Ridge, Off Ngong Road, Karen Nairobi Telephone: +2540206618000/0709891000 Electronic mail address: <u>director@kephis.org</u> Insurance Provider: APA Life Assurance Limited Attention: Ms. Catherine Karimi Postal address: P. O. Box 30389 – 00100, Nairobi Physical Address: Apollo Centre, 07 Ring Road Parklands, Westlands Telephone: 254 (0) 203641000, GSM: 254 (0) 7099122000/ 709912777 Electronic mail address: <u>info@apalife.co.ke</u>
1.6	The Authorized Representatives are: For the Procuring Entity: Prof. Theophilus M. Mutui (PHD) P. O. Box 49592-00100 Nairobi <u>director@kephis.org</u> For the Insurance Provider: Ms. Catherine Karimi APA Life Assurance Limited P. O. Box 30389 - 00100, Nairobi <u>catherine.karimi@apalife.co.ke</u>

2.1	The date on which this Contract shall come into effect is 1ST JULY, 2023.
2.2	The Commencement date and duration of the insurance cover shall be: Commencement date: 1ST JULY, 2023. Completion or Expiry Date: 30TH JUNE, 2025. Duration of the coverage: Two (2) years renewable subject to satisfactory performance.
3.2.3 (c)	After the termination of this Contract, the activities are: Sharing of confidential personal data and documentation.
3.6.1	The liquidated damages per day is: N/A The date by when the compensation costs should be made is: N/A The total amount of liquidated damages shall not exceed the value of the performance security.
6.2 – 6.3	The Contract Price is Kshs. 4,339,191.00 (Kenya Shillings Four million, Three Hundred and Thirty-Nine Thousand, One Hundred and Ninety-One) annually and inclusive of levies. The price shall be made in one lump sum upon submission of an invoice by the Insurance Provider.
6.4	N/A
8.4.1	N/A

**Price Schedule of Requirements
(Marked '5')**

THE PRICED SCHEDULE

CLASS	PARTICULARS	ANNUAL PREMIUM (KSHS)
Group Life Insurance Cover	328 Employees	4,339,191.00
TOTAL		4,339,191.00

SECTION III: SCHEDULE OF REQUIREMENTS.

PROVISION OF STAFF GROUP LIFE COVER.

Cover Outline

Compensation to employee following death during the period of insurance and in the course of employment with last expense, Permanent disability and critical illness rider in accordance with the insured benefits.

Insured: All Staff.

Insured Persons

328 members of KEPHIS staff.

GRAND ANNUAL BASIC PAY-307,635,720

	<u>Description</u>	Annual Basic Pay	Premiums
1.	Group Life Assurance Cover for Kephis Staff.	307,635,720	Kshs. 4,339,191/-

APA
APA Life Assurance Limited
P.O. Box 30389 - 00100 Nairobi
Tel: (020) 364 1000 Fax: (020) 364 1100

Appendix F: Insurance Policy

MASTER GROUP LIFE ASSURANCE POLICY

THE APA LIFE ASSURANCE LIMITED (hereinafter called the "Company") agrees to pay the benefits contained in the Policy therein in accordance with the terms and provisions of this Policy, which must then be in force.

This Policy is issued in consideration of the Proposal and shall take effect on the Policy Inception Date as stated in the Schedule and shall be maintained in force by payment in advance of the subsequent premiums and/or as stated in the Schedule.

The provisions and benefits set forth on the succeeding pages form part of the Contract as fully as if they were recorded at length over the signature hereunto affixed.

In witness whereof the Company has hereunto affixed its signature in Nairobi, on the issue date stated in the schedule.

Group Life Servicing Manager

Head of Corporate Business

Date

SCHEDULE

- Policy No : *****
1. Name and Address of the Policyholder : Kenya Plant Health Inspectorate Service
P.O. Box 49592-00100
Nairobi
2. Title of the Scheme (hereinafter Development referred as the "Scheme") : Kenya Plant Health Inspectorate Staff Group Life Assurance Scheme.
3. Nature of Cover
- (a) Basic Policy : Group Life Benefit
 - (b) Supplementary Contract(s) : (a) Accelerated Permanent Total Disability Benefit
(b) Accelerated Critical Illness Benefit
(c) Accelerated Staff Last Expense (Funeral) Benefit
(d) Accelerated Spouse Last Expense (Funeral) Benefit
4. Definition of the group of Lives to be Assured:(Hereinafter referred as the "Life Assured")
- "Life Assured" means each person in respect of whom an application for assurance under this Policy has been received by and accepted by the Company provided always that a person shall cease to be a Life Assured upon ceasing to be entitled to benefit under Conditions of this Policy. The Life Assured shall be an employee of the Policyholder.
5. Event of happening upon which the Sum Assured, in respect of a Life Assured, as specified in the Register of Lives Assured becomes payable.
- (a) For the Basic Policy: On death
 - (b) For Supplementary Contracts: as per the attached Supplementary Contract(s) (subject to Policy Terms & Conditions)

6. Sum Assured

(a) Group Life Benefit

: Three [3] times annual salary of a Life Assured. In the event of retrenchment, the Life Assured remain on cover for Thirty [30] days after which cover ceases, where retrenchment shall mean termination of the Life Assured's employment by the Policyholder as a result of introduction of new technology, reorganization of the Policyholders' enterprise or based on adverse conditions (including insolvency of the Policyholder) resulting in staff reduction.

(b) Accelerated Permanent Total Disability Benefit

: Three [3] times annual salary of a Life Assured as per Supplementary Contract 1 of this Policy

(c) Accelerated Critical Illness Benefit

: Fifty per cent [50%] of the Group Life Sum Assured up to a maximum of Kenya Shillings Five [5] Million per Life Assured as per Supplementary Contract 2 of this Policy

(d) Accelerated Staff Last Expense (Funeral) Benefit:

Kenya Shillings One [1] Hundred Thousand per Life Assured as per Supplementary Contract 3 of this Policy.

- (e) Accelerated Spouse Last Expense (Funeral) Benefit: Kenya Shillings Fifty [50] Thousand per Life as per Supplementary Contract 4 of this Policy.
7. Death Benefit : Claims arising from illness, natural causes, Use of motor cycles not exceeding 250 cc & Hijack.
8. Free Cover Limit : Kenya Shillings Fifteen [15] Million for each Life Assured or any other amount as may be advised from time to time.
9. Benefits Payable to:
- (a) Group Life Benefit : Policyholder
 - (b) Permanent Total Disability Benefit : Policyholder
 - (c) Critical Illness Benefit : Policyholder
 - (d) Staff Last Expense (Funeral) Benefit : Policyholder
 - (e) Spouse Last Expense (Funeral) Benefit : Policyholder
11. Date of Proposal and Declaration : *****
12. Policy Inception Date : 1st July 2023
13. Policy Anniversary Date : 01 July 2024 and 01 July of each subsequent year
14. (a) Aggregate Premium Amount : As specified in the Register of Lives Assured on the Policy Inception Date and; Policy Anniversary Date
- (b) Premium Due Date : 01 July 2023 and 01 July of each subsequent year
15. Policy Currency : Kenyan Shillings

16. Policy Year

: 12 Calendar Months

TERMS & CONDITIONS

Article 1: CONTRACT

This Policy and the Proposal therefore as well as the duly attested entries in the Register of Lives Assured shall constitute the entire contract between the parties. All statements made by the Policyholder or made by a Life Assured where these are different persons shall, in the absence of fraud be deemed representations and not warranties.

Special Provisions shall be valid only when endorsed on this Policy or confirmed in writing by the Company.

No Agent but only a duly Authorized Officer of the Company has the power, on behalf of the Company, to modify this Contract.

All benefits under this Policy are payable at the Head Office of the Company situated at Apollo Centre, Ring Road, Parklands, Westlands, P.O. Box 30389-00100, Nairobi, Kenya

Every communication to be given or made under this Policy shall, and in case of a notice to the Policyholder, be delivered or sent by post addressed to the Policyholder or the duly appointed representative of the Policyholder at his address stated herein or the address of which the Policyholder shall have last notified the Company. In case of a notice to the Company, it shall be delivered or sent by post addressed to the Company at its head office.

Proof of posting or dispatch shall be deemed to be proof of receipt.

- a. In the case of such communication delivered by hand, on the day immediately following the day of delivery;
- b. In the case of such communication delivered by post, on the fifth day after posting;
- c. In the case of such communication delivered by facsimile, on the day immediately following the date of dispatch.

Without prejudice to the foregoing provisions, any notice shall be sent by the quickest means reasonably available.

Article 2: LIVES ASSURED

The person(s) to be assured under this Policy are such persons as described or defined in the Schedule, on whose death the Policyholder is liable to pay a death benefit, in accordance with the terms and conditions of the Policy or arrangements as stated in the said Schedule. It is a condition of the continuance of the Policy that each such person shall be assured hereunder for an amount neither more nor less than the benefit the Policyholder is liable to pay, as per the last Register of Lives Assured filed with the Company.

Article 3: ELIGIBILITY

Such person(s) proposed by the Policyholder and have fulfilled the underwriting requirements of the Company and whose lives the latter has agreed to assure.

The cover granted by this Policy applies only to the persons who are aged between 18 years and 70 years at the Policy Inception Date and the subsequent Policy Anniversary Date. Cover will automatically cease upon attainment of age 75.

Persons aged above the Eligibility age at the Policy Inception Date or at the Entry Date or at the subsequent Policy Anniversary Date will be granted cover under the underwriting terms decided at the discretion of the Company.

Article 4: REGISTER OF LIVES ASSURED

The Company shall prepare and maintain a Register of Lives Assured containing details of the name, sex and date of birth of each Life Assured, the amount for which he is assured together with the date of commencement of his assurance, the date of termination of his assurance.

The Policyholder shall from time to time supply the Company with the following details on the Entry Date for each Life Assured:

- i. Name of the Life Assured
- ii. Identity card number
- iii. Date of birth
- iv. Date of commencement of assurance
- v. A declaration in the form prescribed by the Company for his assurance to be effected
- vi. Amount of sum to be assured and if the sum to be assured exceeds the Free Cover Limit, such evidence of health as the Company may require
- vii. Any other information that the Company may reasonably require in connection with this Policy.

The Policyholder shall submit to the Company on dates other than the Policy Anniversary Date, details of changes in Sum Assured and dates on which a Life Assured leaves the service of the Policyholder.

In addition to the above, the Policyholder shall also propose to the Company, on any person(s) with a Sum Assured greater than or equal to the Free Cover Limit, to be added to the Policy in-between the Policy Year, within fifteen [15] days from the time of joining gainful employment of the Policyholder, by clearly indicating the name, amount Sum Assured, date of commencement of assurance and date of birth. The Company shall write a Notification Letter to the Policyholder to inform the concerned Life Assured:

1. that he shall be covered for the Sum Assured during the first thirty days from the date of the Notification Letter (hereinafter referred to as the "Medicals Waiting Period")
2. on the medical tests to be carried out by the Life Assured at the Company's approved service providers
3. that on successful undergoing, submission and acceptance (by the Company) of the medical examinations (referred to 2 above) by the expiry of the Medical Waiting Period he shall continue to be covered for the Sum Assured
4. that failure to undergoing, submission and acceptance (by the Company) of the medical examinations (referred to 2 above) by the expiry of the Medical Waiting Period shall automatically result in the Life Assured's Sum Assured to be restricted to the Free Cover Limit (as per Article 5) for insured events that result from illness of the Life Assured. The Life Assured shall be covered for the full Sum Assured in the event of accidental causes.

The Register of Lives Assured shall be deemed to be incorporated in and to form part of this Policy. The Register shall be open to inspection by the Policyholder or his authorized representative at the Head Office of the Company at any reasonable time.

No assurance shall be granted for a Life Assured or for an increase in a Sum Assured for which no information has been notified as aforesaid.

The assurance granted under this Policy in respect of a Life Assured shall commence on the date on which he first becomes eligible to join the scheme and full premium has been paid in line with Article 8.

Assurance shall be granted to Lives Assured employed by the Policyholder who are able to perform the principal duties of the position for which they are employed at the commencement date of this Policy and be in good health at the commencement of the cover.

Article 5: EVIDENCE OF HEALTH

Evidence of health in form of medical examinations or otherwise as the Company may determine will be required by the Company in respect of a benefit in excess of the Free Cover Limit. Lives assured whose benefits are in excess of the Free Cover Limit are covered up to the Free Cover Limit until medical examination reports are received by the company and underwriting terms issued.

If the evidence is not satisfactory to the Company, the benefit in respect of such Life Assured shall be the Free Cover Limit or the premium in respect of that Life Assured shall be increased in such manner as the Company may think fit or special conditions may be imposed.

Article 6: AUTOMATIC ADDITIONS AND DELETIONS

Additional employee will be automatically held covered under this policy provided that as soon as reasonably practicable after employing such employees, the insured shall declare in writing to the company all details relating to such employees and the appropriate additional premium paid. Deletions of employees will be similarly affected from date of such employees leaving.

Article 7: TEMPORARY ABSENCE

Should a Life Assured, whilst being an employee of the Policyholder be absent from work, then in respect of that Life Assured:

1. payment of premium will be continued by the Policyholder during such absence
2. cover will continue during the period of absence provided that membership in the scheme shall automatically cease after the expiry of the following periods:
 - (a) in case of sick leave - six (6) months
 - (b) in case of study leave - twelve (12) months
 - (c) in all other cases three - (3) months

In the event of death during such period of absence, the Sum Assured shall be based on the last pay slip or the amount that has been notified to the Company, whichever is lower.

Article 8: NO PREMIUM NO COVER

- (a) This Policy is conditional upon and will only come into effect following payment of the premium due for each Life Assured by the Policyholder. All benefits and supplementary benefits in terms of this Policy shall be suspended until the premium has been received in full
- (b) Premiums are due and payable in full, annually in advance for each Life Assured.
- (c) This Policy does not acquire any paid up value or surrender value.

Article 9: PAYMENT OF PREMIUM

Premiums are payable, in full, annually in advance, on the Policy Inception Date.

All premiums under this Policy are payable at the Head Office of the Company situated at Apollo Centre, Ring Road, Parklands, Westlands, P.O. Box 30389-00100 Nairobi, Kenya

The Company reserves the right to revise from time to time the applicable rates of premium by giving a three [3] months written notice to the Policyholder. No such notice will be required however for the Policy Anniversary Date.

Article 10: TERMINATION OF ASSURANCE

The assurance granted under this Policy in respect of a Life Assured shall terminate on the earliest of the following dates: -

- a. the date of termination of employment, of the Life Assured, with the Policyholder.
- b. non-payment of premium in respect of the Life Assured on the due date.
- c. the date on which the Life Assured leaves the Scheme or otherwise ceases to be eligible for membership of the Scheme.
- d. Date on which the Life Assured is deemed to have ceased to be a Life Assured under Article 3.

If the Policyholder discontinues the payment of premiums hereunder every assurance hereunder shall terminate. Only claims in respect of events that occurred before the termination of premium payment will be considered for payment of benefits.

Article 11: NOTICE OF CLAIMS AND DOCUMENTS REQUIRED

The Policyholder shall notify the Company of any event that gives rise to a claim hereunder within thirty (30) days from the date of the happening of an insured event under this Policy. The claim may be notified through a letter, an email, claim form, fax or any other written form. It is the responsibility of the Policyholder to provide all the necessary information within sixty (60) days from the date of event or upon request to enable the Company determine whether the claim is payable in respect of that Life Assured and the amount payable. The Company requires but not restricted to the following:

