



Your handy guide to Stanbic Bancassurance Intermediary Limited

TERMS AND CONDITIONS

Underwritten by

Heritage
Insurance Company

A member of  LIBERTY

Stanbic *IT CAN BE*™

Bancassurance Intermediary
A member of Standard Bank Group



STANSURE PLATFORM TERMS AND CONDITIONS

1. Terms and Conditions the Stanbic Digital Insurance Platform

- 1.1 This agreement sets out the Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the Stansure Platform (“the Platform”). The Agency reserves the right to vary these terms at any time and at their discretion.
- 1.2 Any amendments or variations made to these Terms and Conditions shall be published on the Website and shall take effect on the date of their publication or as otherwise provided in such amendment or variation. The amendments or variation may also be communicated to you text messages and/or in-app notifications.
- 1.3 Please read the Terms carefully as they place legally binding responsibilities on you and contain exclusions and limitations of our liability that affect you. You assume all risks associated with your use of the Platform.
- 1.4 These Terms and Conditions and any amendments or variations thereto shall remain in full force and effect and apply to the Platform until such time as these Terms and Conditions may be terminated in accordance with clause 10.
- 1.5 By accepting these Terms when you sign up for the Platform and by continuing to use the Platform, you agree to these Terms and warrant that you are at least 18 years of age and capable of entering into a legally binding agreement.

2. Definitions

- 2.1 In these Terms and Conditions, the following terms and expressions shall have the following meaning:
 - 2.1.1 **“Access codes”** means any type of unique identifier used to enable the User to identify themselves and gain authorised access to the Platform, including any Passwords, Usernames, One Time Password (OTP) authentication code or device, and alternative security authentication methods or any of the secret characters (letters, numbers and special characters) used for system access;
 - 2.1.2 **“Agency”** means Stanbic Insurance Agency Limited;
 - 2.1.3 **“App Store”** means the application store you use to download the Platform;
 - 2.1.4 **“Applicable Laws”** means all national, local and municipal legislation, statutes, legislations, by-

laws, consents and/or other laws of any relevant government authority and any other instrument having the force of law relating to the activities described under these Terms and Conditions;

- 2.1.5 **“Bank”** means Stanbic Bank Kenya Limited, registration number C. 9520;
- 2.1.6 **“Business day”** means any day on which business is usually conducted in the Republic of Kenya, excluding Saturdays, Sundays and Public Holidays.
- 2.1.7 **“Equipment”** means any of the User’s devices including, mobile phone handset, smartphone, tablet, computer, smart television, SIM Card and/or other equipment which when used together enables the User to access the Platform through a mobile telecommunications network;
- 2.1.8 **“Event of Force Majeure”** means an event beyond the Agency’s control including but not limited to act of God, acts of war, acts of terrorism, civil war or unrest, riot, strikes or disorder, pandemics, epidemics, labour disputes;
- 2.1.9 **“Intellectual Property”** means all; inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers’ or developers’ notes, flow charts and design documents; rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases confidential information; other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and applications for, and rights to apply for, the protection of any of the items on this list.
 - 2.1.10 **“Intellectual Property Rights”** means all rights in and to Intellectual Property.
 - 2.1.11 **“Network”** means the mobile cellular network operated by a registered mobile service provider;
 - 2.1.12 **“Parties”** means collectively the User and the Agency, and individually each may be referred to as a “Party”;



- 2.1.13 **“Password”** means the Platform selected password chosen by You for accessing the Service and for authentication by the Agency of Your identity;
- 2.1.14 **“Personal Data”** means any information relating to an identified or identifiable natural or juristic person as stipulated by Applicable law;
- 2.1.15 **“Personal Lines Insurance”** includes personal insurance cover taken out by You in respect of any or a combination of the following: household contents, buildings, all risks, personal accident, legal assist, personal liability, hospital cash plan, motor vehicles etc.
- 2.1.16 **“Policy”** means the insurance policy in respect of Personal Lines Insurance that is taken out by You subject to the Policy terms and conditions’
- 2.1.17 **“Process”** means any operation or activity, automated or not, concerning Personal Data, including: collection, recording, organisation, structuring; storage, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination, or otherwise making available; or alignment or combination, restriction, erasure or destruction of information. “Processing” and “Processed” will have a similar meaning;
- 2.1.18 **“Sanctioning Body”** means any one or a combination of the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty’s Treasury, The French Ministry of Economy, Finance and Industry, the Kenya Financial Intelligence Unit and any other sanctioning body recognised by Us from time to time;
- 2.1.19 **“SMS”** means short message service, which is a communication protocol that allows the exchange of short text messages between mobile telephone devices;
- 2.1.20 **“Services”** means the services related to the Platform provided by the Bank to the User in the manner prescribed pursuant to these Terms and Conditions and as the User may from time to time subscribe to and Service shall be construed accordingly;
- 2.1.21 **“Standard Bank Group”** means Standard Bank Group, the holding company and any subsidiary of the holding company and all its subsidiaries
- 2.1.22 **“System”** means Agency’s electronic banking and communications software enabling the User to communicate with the Bank for purposes of the Services;
- 2.1.23 **“Username”** means the Platform selected name used for system access;
- 2.1.24 **“User Profile”** means the digital identity created as the Platform’s profile upon acceptance of these Terms and Conditions and registration onto the Platform;
- 2.1.25 **We, Us** and **Our**, means the Agency, and its successors in title or permitted assigns;
- 2.1.26 **“Website”** means the official website of Stanbic Bank Kenya Limited accessible at the following address: <https://www.stanbicbank.co.ke> (or any replacement page);
- 2.1.27 **You, Your** and the **User** means the customer registered on and using the Platform.
- ### 3. Registering for and using the App Services
- 3.1 To use the Platform, You must download the Platform on your Equipment from your App Store and provide Us with all the information that We request. We will send you a One Time Password (OTP) to validate Your mobile phone number You will use to register for the Platform.
- 3.2 You must use a device (hardware) and software (programme) suitable for the Platform. If you do not, the Platform may not work properly, and this could increase your security risks. We do not guarantee or suggest that any file, download or application on the Platform is safe to use on any device. We also cannot guarantee that the system does not have software or data that can negatively affect a device, such as viruses, trojans and other malicious (dangerous) software.
- 3.3 You will be required to confirm that You have read, understood and accepted these Terms and Conditions.
- 3.4 You will use Your registered Username and Password to access the Platform and its connected services.
- 3.5 Upon successful registration, You will be able to apply for insurance policies and make insurance premium payments.
- ### 4. Duration
- 4.1 These Terms and Conditions will commence on the date of Your acceptance (“the Effective Date”) and the term shall continue until terminated as provided in clause 10.
- ### 5. Claims
- 5.1 You may access the Platform to submit a first notification of loss and initiate the claims process on your Policy.
- 5.2 The Platform will generate a claim registration number, which will be sent to you by email or in-app notifications.



5.3 All claims remain subject to the claims procedure listed under the conditions of your Policy.

6. Instructions

6.1 Since You will communicate with Us using an Equipment when using the Platform, there is no direct personal contact between You and Us. We will therefore act on all instructions purporting to come from You, even if they are actually coming from someone else claiming to be You or someone else using your Equipment to assist You.

6.2 We will assume that any activity or instruction that We receive from You through the Platform is genuine.

7. Rights and Obligations

7.1 You must comply with Applicable Laws.

7.2 You must make use of the Platform Services only in accordance with these Terms and Conditions.

7.3 You shall manage all risks associated with the Platform Services, including without limitation the use of Your User Profile, Equipment and Password.

7.4 You must promptly provide Us with all data and information relating to the Platform Services when We ask You to do so and in the manner advised by the Agency.

7.5 You must ensure that any data and information that You provide to Us relating to the Platform Services is accurate and complete in all respects.

7.6 You may not transfer any of Your rights or obligations under these Terms and Conditions without Our prior written consent.

8. Limitation of liability

8.1. The Agency shall not be responsible for any loss suffered by the User:

8.1.1 if the Services are unavailable for any reason including but not limited to Equipment failure, loss of power, malfunction, interruption or unavailability of the Network or any telecommunication system, any service interruption due to power cuts, network operators or other systems, any type of restriction imposed (or action taken) by a Sanctioning Body, or a governmental or statutory authority or any other third party or market conditions which prevent the transfer of cash or any similar causes; or

8.1.2. as a result of any fraudulent or illegal use of the Services, the System, the User's Profile and/or the User's Equipment; or

8.1.3 resulting from an Event of Force Majeure.

8.2. Under no circumstances shall the Agency be liable to the User for any loss or for any indirect or consequential loss or damage of whatever kind, howsoever caused or arising

including, without limitation those caused or arising out of or in connection with:

8.2.1. a failure or unavailability of the Services;

8.2.2. disclosure of Your Access Codes and using these codes to access and use the Platform and fraudulently accessing Your account;

8.2.3. any Personal Data or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or Your own negligence;

8.2.4. any failure or problem affecting the provision of any services provided by any other person, for example, a telecommunication service provider, internet service providers, or a local or other entity;

8.2.5. the termination of these Terms and Conditions; or

8.2.6. the matters set out in Clause 8.1 above even where the possibility of such loss or damage is notified to the Agency;

8.3. We will perform the Services and use reasonable efforts to keep the Services running in the manner set out in these Terms and Conditions but We will not have any responsibility towards You if the Services are unavailable for a period of time, unless You prove that it is as a result of Our negligence. We will also not have any responsibility towards You if the Services are unavailable for a period of time because of a failure of any third-party systems.

9. Indemnities

9.1 You agree to compensate Us, on demand, in full in respect of all losses and costs (including legal costs) that We may incur as a consequence of:

9.2.1 any claim made by a third party, against Us arising out of Your improper use of the Platform Services;

9.2.2 any damage caused to any part of the Platform by Your improper use of the Platform Services;

9.2.3 any breach by You in respect of Our Confidential Information as referred to in the confidentiality clause;

9.2.4 any breach by You of any of these Terms and Conditions, including the warranties and representations given in the Personal Data clause;

9.2.5 any fraud or theft arising in connection with Your use of the Platform Services;

9.2.6 Your engaging in any conduct referred to in the termination and/or suspension clause of App Services;

9.2.7 Your becoming subject to sanctions imposed by any Sanctioning Body;



9.2.8 the seizure, blocking or withholding of any funds in relation to You by any Sanctioning Body;

9.3 You agree that You will never have any claim against Us arising out of Your inability to use the Platform Services (including failures of whatever nature of the Platform Services, unless such arises out of Our gross negligence, and You further agree to compensate Us in full in respect of all losses and costs (including legal costs) that We may incur as a consequence of:

9.3.1 the unauthorised use of any of Your Access Codes;

9.3.2 dishonesty or bad faith on Your part;

9.3.3 Your use, storage or loading of incorrect details. Any negotiation process (or legal claim) with or against an incorrect beneficiary shall as be between You and the relevant beneficiary. We shall have no involvement in such processes or claims.

9.4 You shall indemnify Us for any losses or damages suffered by You as a result of (without limitation), Your use of the Platform.

10. Variation and Termination of Relationship

10.1 The Agency may at any time, upon issuance of one (1) month's notice, terminate or vary its business relationship with the User.

10.2 Without prejudice to the Agency's rights under clause 10.1 above, the Agency may vary or terminate the relationship if any of the below events occur:

10.2.1 If the variation or termination is required to comply with an order or instruction from the government, court, regulator or other competent authority;

10.2.2 Where such a suspension or variation is necessary to enable variation or change in the Bank's system;

10.2.3 To facilitate update or upgrade the contents or functionality of the Services from time to time;

10.2.4 Where the Agency suspects that the Platform has been used fraudulently, negligently, unlawfully, for money laundering activities, or the financing of terrorist and related activities;

10.2.5 Non-compliance with any legal, fiscal or regulatory requirements or changes;

10.2.6 Where You become the subject of sanctions established by a Sanctioning Body.

10.3 Any termination shall be without prejudice to any rights and obligations accrued as at the date of the said termination.

11. Intellectual Property

11.1 The copyright and any other Intellectual Property rights in all content on or sent through the Platform, (including storage media) belongs to Us. You may print and make a

paper copy of content sent through the Platform, including logos, images or multimedia works only if:

11.2.2 it is for Your use of the Platform;

11.2.3 It is not used for any commercial (business) reason; and

11.2.4 the copy of the content shows Our copyright notice.

11.2 The logos and trademarks on Our System belong to Us or the Standard Bank Group. Nothing on our System gives any person the right to use any trademark or other Intellectual Property (our property) without Our written permission.

11.3 Even if any content on the System is not confidential or there is no copyright in it, We own the content and You have no rights in it.

12. Confidentiality

12.1 In this clause 12, a reference to Confidential Information means firstly, all data, reports, records, documentation and other information relating to the Platform Services and secondly, any other information of any kind developed or acquired by either You or Us in connection with these Terms and Conditions

12.2 You agree that Your Confidential Information may be stored electronically or non-electronically either within the country in which You are located or internationally by Us or by a third party appointed by Us, which third parties shall be subject to confidentiality obligations.

12.3 You agree that We will be entitled to share Your Confidential Information between Standard Bank Group members, if necessary for the purposes of the Platform Services.

12.4 Regardless of anything else in these Terms and Conditions, We will always be entitled to disclose Your Confidential Information to a third party if it is necessary for the proper operation of the Platform Services.

12.5 Confidential information shall not include:

12.5.1 information that is publicly known; or

12.5.2 information that is not publicly known but which either party were aware of before the Your acceptance of these Terms and Conditions (which the other of us will be required to prove

12.5.3 if there is disagreement as to whether either party were aware of such information before Your acceptance of these Terms and Conditions; or

12.5.4 information which the law or a court compels us to disclose.

12.6 The mutual obligations in this clause 12 will continue to apply even upon the termination of these Terms and Conditions and You no longer make use of the Platform Services.



13. Disclosure of Information and Data Protection

13.1 By accepting these Terms and Conditions the User hereby consents, authorizes and agrees as follows:

13.1.1 That the Agency may use any information provided to the Agency by the User for any purpose that the Agency may require from time to time;

13.1.2 That the Agency may furnish Standard Bank Group, any other Subsidiary or associate company of Standard Bank Group, and any assignee or transferee of the Agency's rights in terms hereof, with any information and documentation they may request including (without limitation) any "know your customer" information provided in respect of the User.

13.1.3 The User agrees with the Agency that the Agency may:

- (i) hold and Process, by computer or otherwise, any information obtained about the User;
- (ii) permit other companies within the Agency's group to use Personal Data and any other information it holds about the User to bring to its attention products and services, which may be of interest to the User including those offered by 3rd parties.

13.1.4. The User further agrees that the Agency may disclose its Personal Data and/or Information relating to the User any documents referred to herein or the assets, business or affairs of the Agency outside the Bank's group whether such Personal Data and/or information is obtained after the User ceases to be the Bank's customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:

- (i) for fraud prevention purposes;
- (ii) to licensed credit reference agencies or any other creditor, if the User is in breach of the Terms and Conditions;
- (iii) to its external lawyers, auditors and other sub-contractors or persons acting as the Agency's agents;
- (iv) to any person who may assume the Agency's rights under these Terms and Conditions;
- (v) if the Agency has a right or duty to disclose or are permitted or compelled to do so by law; and
- (vi) for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms and Conditions or any other document.

13.1.5 The User consents to the Agency's collection of their Personal Data and/or other information from it and, where lawful and reasonable, from public sources for credit, fraud, compliance purposes, and for the additional purposes set out below.

13.1.6. If the User gives Personal Data and/or other information about or on behalf of another person to the Agency, the User confirms that they are authorized to:

- (i) give the Agency the Personal Data and/or other information;
- (ii) consent on behalf of that other person to the Processing of such Personal Data and/or other information, including any cross-border transfer of Personal Data and/or other information into and outside of Kenya where the products or services are or may be provided; and
- (iii) receive any privacy notices on behalf of that other person.

13.1.7. The User hereby consents to the Agency Processing the Personal Data and/or other information:

- (i) to provide products and services to the User in terms of the Services and any other products and services for which the User may request from the Bank;
- (ii) to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's products and services;
- (iii) outside of Kenya where the products or services are or may be provided. Such countries may not have the same data protection laws as the country where the products or services are provided;
- (iv) by sharing the User's Personal Data and/or other information with the Bank's third-party service providers, in and outside Kenya where the products or services are or may be provided.

13.1.8. The Bank's Processing practices and privacy statement are available on the Bank's Website at <https://www.stanbicbank.co.ke>.

13.1.9. The User acknowledges and agrees to the Agency's collection, use, Processing and sharing of the User's Personal Data and/or other information for the above purposes. The User further agrees that a disclosure of information by the Agency in the circumstances contemplated by this paragraph does not violate any duty owed to the User in law or pursuant to any agreement between the User and the Bank or in the



ordinary course of banking and insurance business and the customs, usage and practice related to banking. The User further agrees that the disclosure may be made without further reference to, or, authority from the User and without inquiry by the Agency as to the justification for or validity of such disclosure.

14. Nature of Relationship

- 14.1 These Terms and Conditions do not create a partnership, joint venture or agency relationship between the Parties.
- 14.2 Nothing in these Terms and Conditions represents the Agency as a trustee or fiduciary of any other person.
- 14.3 The User shall not be entitled to assign or transfer their rights and/or obligations under these Terms and Conditions without the prior consent of the Agency.

15. General Provisions

- 15.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the User.
- 15.2 The Agency may at any time vary or amend these Terms and Conditions. Any such variations or amendments shall be published on the Bank's Website and/or by any other means as determined by the Agency and any such variations and amendments shall take effect immediately upon publication. The User's continued use of the Services will constitute the User's agreement to be bound by these Terms and Conditions as amended or varied from time to time.
- 15.3 Any failure by the Agency to exercise, or any delay in exercising, any of its rights under these Terms and Conditions or under any Applicable Law will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on the part of the Agency shall preclude the Agency from exercising any such right or constitute a suspension or any variation of such right. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 15.4 If, at any time, any provision in these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law will in any way be affected or impaired.

15.5 Any addition or alteration to these Terms and Conditions may be made from time to time by the Agency and of which notice has been given to the User by way of publication as provided in clause 15.2 above shall be binding upon the User as if the same were contained in these Terms and Conditions.

15.6 If any of the provisions of the Terms and Conditions are held to be invalid, unlawful or unenforceable, then such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

16. Notices

- 16.1 Any notice, request or other communication to be given or made under these Terms and Conditions shall be sent via SMS and/or email through the User's registered phone contact number and email with the Agency. The User acknowledges that they shall have no claim against the Agency for damages resulting from losses, delays, misunderstandings or any other irregularities due to transmission of any communication.
- 16.2 Without prejudice to clause 16.1 above, any information published by the Agency (i) by advertisement in a local daily newspaper published in Kenya, or (ii) on the Bank's Website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of these Terms and Conditions in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.

17. Governing law

17.1 This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

18. Acceptance

- 18.1 By applying for the Platform Services, the User agrees to comply with and be bound by these Terms and Conditions in respect of the Services provided pursuant to the User's application.
- 18.2 The User will be deemed to have read, understood and accepted these Terms and Conditions upon clicking on the "Accept" option.

I hereby accept the Terms and Conditions.