



# PAYMENT REQUEST FORM

Policy number \_\_\_\_\_

I \_\_\_\_\_ National Identity Number \_\_\_\_\_ of P O Box \_\_\_\_\_ in the republic of Kenya hereby request Pioneer Assurance Company Kenya Limited of P O Box 20333-00200 Nairobi in the Republic aforesaid to pay my claim amounting to Kshs \_\_\_\_\_ through Mpesa.

I confirm my registration to M- Pesa on cell phone number-----

Repeat cell phone number for verification \_\_\_\_\_

Signature of Policy Holder / Payee -----

Date-----

### DISCLAIMER

**This service is available to you subject to the terms and conditions attached, which Terms and Conditions you confirm to have read and understood and you are hereby bound to upon execution of this Form.**

For official use only: **(to be completed by a Pioneer Assurance Company Kenya Ltd employee)**

I have verified the following information (write down)

Client’s Cell phone number-----

Name of Payee -----

### Verified by:

Name \_\_\_\_\_ Department \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# TERMS AND CONDITIONS FOR THE ACCESS AND USE OF THE MOBILE MONEY SERVICES USING MPESA SERVICE

## Introduction

The Mobile Money Payment Service (hereinafter "Service") is a Service that allows Pioneer Assurance company Kenya Limited (hereinafter "the Company") to pay to the policy holders any claims, benefits, refunds, loans by way of Mpesa mobile transfer services.

The following terms and conditions shall govern your access and use of this Service and by utilizing the Service you will be deemed to have read, understood and accepted the same.

## 1. Definitions

- 1.1. "Conditions of Use" means these terms and conditions;
- 1.2. "Equipment" includes your mobile phone handset or other equipment which when used together with the SIM card allows access to our Network;
- 1.3. "Network" means the mobile cellular network operated by Safaricom, mobile phone service provider in Kenya and the region;
- 1.4. "Services" means the mobile money payment service we agree to make available to you from time to time;
- 1.5. "Tariffs" means our charges for use of the Services as varied by us from time to time;
- 1.6. "We" or "us" or "Company" means (its successors and or permitted assigns); Pioneer Assurance Company Kenya Limited.
- 1.7. "You" or "Policy holder" or "Customer" means the Company's policy holder or customer that enrolls to use this Service

## 2. Acceptance of Terms

In order to access any of the Services you will be required to accept these terms and conditions. You will be deemed to have accepted these terms by your completing and execution of our registration form, confirming that you have read and accepted these terms and returning the form to our offices.

## 3. Registration for the Service

3.1 Registration for the Service: In order to access or continue to use certain Services, you will be required to: be at least 18 years old and hold a policy with the Company and be registered as an MPesa user. The Company reserves the right to verify with the Network the authenticity of your information.

3.2 Have an active mobile phone line meaning your line has not gone into expiry due to failure to top up over a period of 120 days.

3.3 Complete a Company registration form and provide information about yourself (such as national identification number or contact details). You agree to provide true, accurate, current and complete information when registering for the Service.

## 4. Cost of using the Services

4.1 Cost and Charges: The Company will currently not charge you to sign up/register for the Services, save as may otherwise be communicated by the Company from time to time. However, the Company reserves the right to charge for access for all Services in the future, subject to a clear notice when accessing Services that are charged.

4.2 The Company shall remit the payments to the policy holder less any Network charges levied by the Networks for the payment transaction and use of the Service. The Company reserves the right to alter the charges in line with any alterations levied by the Networks for the provision of the Service.

4.3 The Customer shall also be responsible for the payment of any charges levied by the Networks for the withdrawal of the payments from their mobile phone. It is hereby confirmed that the Company shall not upload these charges into the payments made.

4.4 Without prejudice to any other right or remedy, the Company reserves the right to offset any amount owing at any time from the Customer to the Company against any amount payable by the Company to the Customer under this Agreement.

6.4 Not to attempt to gain unauthorized access to any Service, material, information, accounts, computer system or networks connected to the Service through hacking passwords or any other means.

6.5 To indemnify and hold us and our employees, subsidiaries and partners harmless from any third party claim or demand arising out of your wrongful use of the Service, or your breach of these Terms and Conditions or violation of any rights of another user of the Service.

6.6 To keep confidential and for your own security, all details of your account, electronic serial number of any equipment, and any lock code(s) or Personal Identification Numbers used by you.

6.7 To notify us immediately you become aware of any unauthorized use of your mobile handset, Mpesa Personal Identification Number (PIN) and/or mobile number. We will not be liable for any loss you may incur as a result of a third party using your account with or without your permission. You will indemnify us against losses incurred by us or by any other party due to a third party using your account.

6.9 To pay all usage charges during the term of this Agreement. You acknowledge that you have not relied and shall not rely upon any statement, representation or warranty made by us or any of our employees other than as set out in these Terms and Conditions.

## 7. Limitation of Liability

We shall not be liable for any loss of use, business or profits or inconveniences or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or not, including without limitation to the foregoing any losses in relation to:

- 7.1. Your use of, reliance upon or inability to use our Service and/or Content;
- 7.2. Delays in remission of the payments to the policyholder for whatever reason
- 7.3. Amendment, variation, deletion or cancellation with or without notice or cause of the Terms and Conditions of Use of this Service
- 7.4. Suspension, variation or cancellation of the Services with or without notice or cause

## 8. Indemnity by You

You irrevocably agree to indemnify us and any of our third party providers ("together indemnified persons") fully against and to hold the indemnified persons harmless on demand from all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred by the indemnified persons as a result of any claim by a third party resulting from your use of the Service (or use of the Service by anyone who accesses the Service via your password/PIN) in breach or non-observance of these terms. We shall notify you of any claim that we or any of the indemnified persons receives and you hereby agree to provide us and/or any of the indemnified persons with full authority to defend or settle such claims and shall provide us and/or any of the indemnified persons with all reasonable assistance necessary to defend such claims, at your sole expense.

## 9. General

9.1 The Company reserves the right to vary the terms and conditions of this Agreement at any time.

9.2 The construction, validity and performance of these terms and conditions shall be governed in all respects by the Laws of Kenya.

9.3 If any provision of these terms and conditions are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, such a term shall be amended or at the discretion of the Company it may be severed from these terms and conditions and the remaining provisions of these terms and conditions shall remain in full force and effect.

9.4 Except where these terms and conditions provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by the Company to enforce at any time or for any period any one or more of the terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions.

9.5 No delay or failure by the Company shall constitute a breach or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure. "Force majeure" shall mean an occurrence which is beyond and without fault or negligence of the Company affected and which the Company is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, acts of God or of the public enemy, appropriation or confiscation of facilities, terrorists activity or other catastrophe, strike or any other concerted acts of employees or other similar occurrences.

9.6 You shall not assign these terms and conditions to a third party. Any unauthorized assignment or attempt to assign will automatically terminate this Service. The Company may assign these terms and conditions in whole or part to any third party at its discretion.

9.7 You acknowledge and agree that in entering into these Agreement you do not rely on, shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude Liability for fraud.

**5. The Services**

The Services are made available to you subject to these Conditions of Use;

5.1 The Service is only applicable in Kenya, and payments cannot be made while the Customer is outside Kenya.

5.2 All payments shall be made to Pioneer Assurance Company Kenya Ltd M-Pesa Number (currently 100500)

5.3 The Company may establish limits concerning the use of the Service for example the maximum amount of money to be remitted by the Company to the Customer, the maximum number of payments to be effected per month and/or transmission of Content on/through the Network which you access via the Service.

5.4 Although we shall try to ensure that you are able to make full use of the Service to access the Network within the coverage area, we do not guarantee that the Service shall be available at all times and we shall not be responsible or liable for any loss whatsoever and howsoever arising as a consequence of Network outages, Network congestion, any non-availability of the Services. The Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of the Services.

5.5 We may at our discretion and without prior notification, discontinue the provision of the Service or any part thereof without incurring any liability to you.

5.6 You accept that we may disclose and/or receive and/or record any details of your use of the Service from you for the purposes below:

- a. Fraud prevention and law enforcement;
- b. For reasonable commercial purposes connected to your use of the Service, such as marketing and research related activities;
- c. To comply with any legal, governmental or regulatory requirement;
- d. For use by our lawyers in connection with any legal proceedings;
- e. In business practices including but not limited to quality control, training and ensuring effective systems operation.

**6. Your Obligations**

For the term of this Agreement, and where applicable upon the expiry of this Agreement, you agree

- 6.1 To comply with instructions given by us about the Service;
- 6.2 Not to use the Service for any purpose that is unlawful or prohibited by these Terms and Conditions or by any notice or publication issued by us from time to time or prohibited by any terms and conditions contained in your Policy with the Company.
- 6.3 Not to use the Service in any manner, which could damage, disable, overburden, or impair the Network or other Service or interfere with any party's use and enjoyment of the Service.

**10. Suspension and Termination of the Service**

We may suspend, vary or terminate your use of the Service without compensation for any period during which:

10.1 The Company is required or requested to comply with an order or instruction of or a recommendation from the Government, court, regulator or other competent authority;

10.2 The Company reasonably suspects or believes that you are in breach of these terms and conditions (including non-payment of any sums due by you-where applicable);

10.3 Such a suspension or variation is necessary as a consequences of technical problems or for reasons of safety;

10.4 To facilitate update or upgrade the contents or functionality of the Service from time to time;

10.5 Upon any detection of abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Service;

10.6 Where you remain inactive for any period of time chosen by us in our reasonable discretion or where we believe, in our sole and absolute discretion;

10.7 The Company suspends the provision of the Services for its commercial reasons or for any other reason as it may determine in its absolute discretion.

10.8 In the event that we decide to permanently withdraw the Services then we shall communicate this decision using such means as we shall deem appropriate including through the use of broadcast SMS. However please remain aware that depending on the nature of the reason for the suspension, change or termination of the services it may not always be possible to give advance notice. Consequently the Company shall not be liable to you for any ensuing loss or damages occasioned to you from such a suspension, change or termination. Termination shall however not affect the accrued rights and liabilities of either you or us.

10.9 You may terminate your use of the Services by written notice to any of our branch offices. Termination of the Service will not affect your obligation to pay for Services used by you or any third party goods or services previously purchased using the Services.