

KUPA Kenya Terms and Conditions

Effective Date: [1st January 2026]

Introduction

These Terms and Conditions ("Terms") govern the use of services, membership registration, and participation in funeral welfare and food basket programs offered by KUPA Kenya. By registering or using any service provided by KUPA Kenya, you accept and agree to be bound by these Terms.

KUPA Kenya reserves the right to review and amend these Terms periodically, in response to legal, regulatory, or operational changes.

Definitions

- Principal Member: The registered primary account holder.
- Dependent: An individual added to a principal member's account for service coverage.
- Defaulted Account: A member account that has missed contributions
- Dormant Account: An account with no contribution history since registration.
- PWD: Persons with Disabilities holding a valid NCPWD certificate.
- Food Basket: A monetary or in-kind benefit provided upon the death of a covered person.
- Grace Period: The waiting period applied before claims eligibility begins.

Eligibility Criteria

Principal members must:

- Be a Kenyan citizen between **18 and 75** years of age.
- Be of sound mind and legally competent to enter a contract.
- Provide valid identification (Kenyan National ID, Passport, or Military ID).
- Dependents above 18 must submit valid identification. Dependents under 18 require birth certificates. Dependents without official documents will not be registered.
- Persons with disabilities must provide a valid NCPWD certificate.

Registration and Membership Requirements

Applicants must:

- Accurately complete and sign the official registration form.
- Upload all required supporting documents.
- Agree to the Terms and Conditions on KUPA Kenya's digital platform.
- Pay a non-refundable registration fee of KES 200 via the official M-Pesa Till No. 869246.
- Membership is deemed valid upon issuance of a membership number.
- All payments must be made through official channels. Cash payments are strictly prohibited.
- Upon approval, members will receive a digital membership card. Physical cards are issued upon request and may attract additional costs.
- All published prices are subject to change. Members will be notified through official communication channels.
- Members must notify KUPA Kenya through Customer Care when submitting any updated documents or changes.

Verification Documents Requirement at the Point of Registration

To ensure the authenticity and accuracy of membership details, all prospective members are **mandatorily required to upload verification documents** during the registration process. This is a key compliance measure aimed at safeguarding the integrity of the membership database and ensuring that only eligible individuals are covered under the program.

The required documents include but are not limited to the following:

- ✓ **National Identification Documents**
- ✓ **Principal Member:** A valid copy of the National ID or Passport must be submitted.
- ✓ **Adult Dependents (18 years and above):** Each adult dependent must provide a valid National ID or Passport to verify identity and age.

The system shall reject registrations where the ID number is invalid, duplicated, or associated with another active account, unless being transferred under verified succession.

Proof of Relationship for Minor Dependents

- ✓ For dependents under 18 years, a **birth certificate** is required to confirm the relationship to the principal member (e.g., as a child, sibling, or legally adopted dependent).
- ✓ Where a birth certificate is unavailable, alternative legal documentation may be accepted, including:
 - ✓ Adoption certificates
 - ✓ Guardianship court orders
 - ✓ Hospital birth notifications (only for children under 6 months)
 - ✓ Sworn affidavits may be reviewed on a case-by-case basis but must be notarized and accompanied by a photo of both the principal member and the minor.

Verification for Persons with Disabilities (PWDs)

- ✓ Members or dependents registered as Persons with Disabilities must upload a **valid National Council for Persons with Disabilities (NCPWD) certificate** issued by the Government of Kenya.
- ✓ The certificate must be current and not expired at the time of registration. Expired certificates may result in a suspended status for that dependent until renewal is submitted.
- ✓ The nature of the disability as declared must align with the benefit eligibility criteria of the cover if enhanced protection or support is applicable.

Additional Guidelines:

- ✓ All documents must be clear, legible, and in accepted formats (PDF, JPG, PNG).
- ✓ Falsification or misrepresentation of documents will lead to automatic disqualification or termination of membership, and any claims arising thereafter shall be considered void.
- ✓ KUPA-KENYA reserves the right to conduct verification calls, background checks, or request additional documentation where necessary.
- ✓ Failure to provide the required documents within the stipulated registration window may result in **delayed activation**, rejection of application, or classification as **pending status** until compliance is achieved.

Comprehensive Onboarding Checklist tailored for KUPA-KENYA to ensure that all necessary verification documents and processes are completed at the point of registration:

KUPA-KENYA MEMBER ONBOARDING CHECKLIST

Purpose: To ensure that every new principal member and their dependents are properly registered, verified, and compliant with KUPA-KENYA membership requirements.

Section A: Principal Member Details

Task	Description	Status (✓/X/N/A)	Comments
1.	Completion of registration form (physical or online)		
2.	Upload of valid National ID/Passport		
3.	Submission of recent passport-size photo (optional but recommended)		
4.	Contact information verified (Phone Number & Email)		
5.	Next of Kin information captured		
6.	Payment of registration and first premium installment		

Section B: Dependent Verification

Complete this section for **each dependent** being added under the principal member's cover.

Task	Description	Status (✓/X/N/A)	Comments
1.	Full name and relationship to principal captured		
2.	Age confirmation (Date of birth recorded)		
3.	Upload of National ID/Passport (for adults 18+)		
4.	Upload of birth certificate/proof of guardianship (for minors)		
5.	Upload of NCPWD certificate (if applicable)		
6.	Photo uploaded (optional)		

Section C: Document Review & Compliance

Task	Description	Status (✓/X/N/A)	Comments
1.	Documents reviewed and validated by registration officer		
2.	Any duplicate ID or suspicious data flagged		
3.	Supporting documents attached for special cases (adoption, PWD, court orders, affidavits)		
4.	System verification completed (account activated)		
5.	Acknowledgment form signed by the member		

Section D: Member Induction

Task	Description	Status (✓/X/N/A)	Comments
1.	Member briefed on KUPA-KENYA services & benefits		
2.	Terms and Conditions issued and explained		
3.	Waiting period explained		
4.	Default and reinstatement policy explained		
5.	Complaint and escalation process shared		
6.	Contact center and regional office contacts shared		

Section E: Final Confirmation

Task	Description	Status (✓/X/N/A)	Comments
1.	Member account marked as "Active" in system		
2.	Welcome message sent via SMS/email		
3.	Membership card or ID number issued (digital or physical)		
4.	Follow-up schedule (e.g., check-in call in 30 days) created		

Prepared By: _____

Date: _____

Office/Unit: _____

Signature: _____

KUPA Kenya – Member Agreement Form (Extract)

To be completed at the time of registration by the **principal member**.

Member Details

Full Name: _____

National ID Number: _____

Phone Number: _____

Next of Kin (Full Name): _____

Relationship to Member: _____

Next of Kin Contact: _____

SECTION A: Member Declaration

By signing this agreement, I hereby acknowledge and agree to the following:

1. That I have read and understood the KUPA Kenya funeral service terms and conditions, including all clauses on service coverage, limitations, and claim requirements.
2. That I have nominated the above individual as my **next of kin**, and authorize KUPA to coordinate all funeral arrangements exclusively with them in the event of my demise.
3. That I understand **no substitution, duplication, or cash exchange** shall be permitted in place of the services provided.
4. That **KUPA reserves the right to postpone, reschedule, or withdraw services** in the event of family disputes or situations that threaten service integrity.
5. That I commit to protecting KUPA vehicles, personnel, and equipment from misuse, vandalism, or obstruction by third parties.
6. That **KUPA shall not be held liable** for any delays caused by family conflicts, misinformation, or failure to provide timely documentation.
7. That I agree **passengers shall not be charged** any fare or facilitation fee in KUPA vehicles, and any such conduct shall be reported.

Member Signature: _____

Date: _____

KUPA Registration Officer Signature: _____

Date: _____

Scope of Coverage

A principal member can register the following categories under the hybrid cover:

- Nuclear family, legally adopted children, biological parents, and parents-in-law.
- A maximum of 10 extra dependents can be covered, subject to age restrictions and the applicable grace period.
- Declared medical conditions (diabetes, hypertension, cancer, HIV complications, stroke, heart conditions, kidney failure, liver failure, organ transplant, drug resistant TB) and congenital conditions e.g. sickle cell anemia, epilepsy, autism, spina bifida, down's syndrome. Failure to disclose may lead to nullification of claims.
- Claims are limited to covered members as registered. Misrepresentation or substitution is prohibited and shall result in cancellation and legal redress.

Terms and Conditions section for Membership Coverage under the Hybrid Cover, designed to clearly define eligible relationships, age limits, benefits, waiting periods, and risk controls for KUPA-KENYA:

Scope of the Hybrid Cover

The Hybrid Cover is designed to provide flexible and inclusive funeral benefits to a wide family network. Under this cover:

The **Principal Member** must be aged 18 to 75 years and is the primary policyholder responsible for all payments and declarations.

The principal member may register the following **immediate family** members under their policy at inception or during the renewal window:

- ◆ **Nuclear Family:** Legal spouse(s) and biological/legally adopted children.
- ◆ **Stepchildren**
- ◆ **Biological Parents**
- ◆ **Parents-in-law**

These members are recognized as core dependents and are subject to age, benefit, and waiting period requirements as stipulated in the general membership policy.

Extended Family Inclusion

In addition to the nuclear family, the principal member is allowed to register a maximum of **ten (10)** additional dependents from extended family categories as listed below:

Relationship	Age Limit (at registration)	Benefits Package	Waiting Period
Siblings	Below 55 years	Welfare + Food Basket Class A & B	4 Months
Aunties & Uncles	Below 55 years	Welfare + Food Basket Class A & B	4 Months
Nephews & Nieces	Below 24 years	Welfare + Food Basket Class A & B	4 Months
Grandparents	Below 80 years	Welfare + Food Basket Class A	As per age category
Step-parents	Below 70 years	Welfare + Food Basket Class A	As per age category
Stepbrothers/Sisters	Below 55 years	Welfare + Food Basket Class A	4 Months

Note: Each of the above dependents must be declared during registration. Supporting documents (e.g., birth certificates, affidavits, guardianship documentation) may be requested to prove the stated relationship.

Grace Periods & Eligibility

All dependents added during **initial registration** or **open renewal periods** will be subject to a **grace period/waiting period** as indicated in the table above.

Dependents added outside the designated registration or renewal periods may not be eligible for immediate cover and must observe the standard waiting period.

Waiting periods are **non-negotiable** and are used to manage risk associated with fraudulent claims.

Age Validation and Restrictions

The age of a dependent shall be determined based on their **valid national identification document** or **birth certificate** at the time of registration.

If any listed dependent exceeds the stated age limit at the time of registration, KUPA-KENYA reserves the right to:

- ✓ Decline the registration of that dependent.
- ✓ Request for substitution with a qualified individual.

Policy Abuse and Risk Control

To prevent misuse of the extended coverage:

- ✓ A maximum of **10 extended dependents** may be registered at any one time.
- ✓ Any attempt to rotate or replace dependents within a short period (e.g., to exploit the benefit payout) shall be deemed fraudulent and shall lead to:
 - ✓ Suspension or termination of the policy.
 - ✓ Forfeiture of all benefits.

Disclosure Obligation

It is the duty of the principal member to **truthfully disclose** all dependents and their accurate relationship status.

Any misrepresentation or concealment of information will result in **nullification of the policy** and loss of all rights to claim.

Kenya's Data Protection Act, 2019, clearly transferring responsibility to the principal member for obtaining consent from listed dependents, and protecting KUPA Kenya from liability related to dependent data shared during registration.

Data Protection and Responsibility for Dependent Information

KUPA Kenya is committed to protecting the personal data of all members and dependents in compliance with the **Kenya Data Protection Act, 2019**. The following terms shall govern how dependent data is collected, stored, and used:

a) Collection of Dependent Information

During registration, the principal member may provide personal information of listed dependents for purposes of extending funeral cover or benefits.

This information may include names, ID numbers, dates of birth, relationship to the member, and contact information.

b) Principal Member's Responsibility and Consent

The principal member **bears full responsibility** for:

- ✓ Ensuring that the personal data of any listed dependent is provided **lawfully and with informed consent** from the said individual (or their legal guardian in the case of minors).
- ✓ **Notifying KUPA immediately** if any dependent requests removal or correction of their data.
- ✓ Updating KUPA with any changes in the dependent list or personal details.
- ✓

(c) KUPA's Limited Liability

KUPA shall act **only as a data processor and custodian** of the dependent information submitted by the principal member.

KUPA **shall not be held liable** for:

- ✓ Any disputes or legal claims arising from dependents who were registered without their consent;
- ✓ Misuse, misrepresentation, or fraudulent listing of individuals by the principal member;
- ✓ Failure by the member to inform dependents of their inclusion in the cover.

(d) Use of Dependent Data

KUPA shall use dependent data **strictly for verification, claims processing, and service provision** related to the funeral cover.

- ✓ Dependent data shall not be shared with third parties without legal justification or court order, except:
- ✓ With service providers involved in fulfilling funeral services,
- ✓ Where necessary for claim authentication and member support,
- ✓ In compliance with Kenyan law.

e) Data Access and Correction Rights

Principal members and dependents (upon verification) have the right to:

- ✓ Access their personal data held by KUPA,
- ✓ Request correction of inaccuracies,
- ✓ Request deletion of data if they are no longer eligible or wish to withdraw consent (subject to impact on coverage).

f) Data Retention

KUPA shall retain member and dependent data for as long as the membership is active and for a period of **up to 7 years** thereafter for audit, compliance, or legal defense purposes.

g) Member Declaration

By enrolling dependents, the principal member **declares that consent has been obtained** and agrees to **indemnify KUPA Kenya** against any liability, fines, or claims arising from breach of the Data Protection Act due to failure to obtain such consent.

Data Handling and Privacy Statement for Dependents to provide clear legal protection for KUPA Kenya while promoting transparency with beneficiaries.

KUPA Kenya – Data Handling and Privacy Statement for Dependents

Purpose of this Statement

This form is issued by **KUPA Kenya**, a welfare association providing dignified funeral support services. It outlines how personal data will be handled and seeks **informed consent** as a dependent registered under a principal member.

What Personal Data Do We Collect?

As a dependent, KUPA may collect and store the following information:

- a. Full Name
- b. National ID or Birth Certificate Number
- c. Date of Birth
- d. Residence
- e. Relationship to Principal Member
- f. Contact Information (if applicable)

Why We Collect Your Data

- g. Your information is used solely for the following purposes:
- h. To verify your eligibility under the principal member's funeral cover;
- i. To facilitate claims and provide services in the event of death;
- j. To maintain accurate membership and service records;
- k. To comply with legal and audit requirements.

Your Rights Under the Kenya Data Protection Act, 2019

- l. You have the right to:
- m. Access your personal data held by KUPA;
- n. Request correction of any inaccurate or outdated data;
- o. Request deletion of your data (unless required by law or policy);
- p. Be informed on how your data is stored and shared.

Who Has Access to Your Data?

Your data will **only be accessed or shared** with:

- q. KUPA internal staff for verification and claims processing;
- r. Authorized funeral service providers (for logistical coordination);
- s. Government authorities where legally required;
- t. No third parties or marketers shall access your data without your explicit consent.

Data Retention

KUPA will retain your information:

- u. For the duration of your coverage under the principal member;
- v. For up to **7 years** after the termination of coverage for legal, compliance, or claims-related purposes.

Your Consent and Declaration

By signing this form, I confirm that:

- w. I have been informed by the principal member that my details were submitted to KUPA Kenya;
- x. I **voluntarily consent** to the collection, storage, and use of my personal data as described above;
- y. I understand that I can withdraw this consent in writing, knowing it may affect eligibility under the funeral support plan;
- z. I release KUPA from liability for data submitted by the principal member prior to my signing this form, provided KUPA uses it solely for the intended purpose.

Dependent Information & Signature

Full Name	_____
ID/Birth Certificate No.	_____
Phone (if applicable)	_____
Relationship to Member	_____
Signature	_____

For Minors – Guardian Consent

If the dependent is **below 18 years**, the legal guardian agrees to consent on behalf of the minor:

I, _____, as the legal guardian of the minor named above, hereby give full consent to KUPA Kenya to process their personal data as described in this form.

Guardian ID No. _____

Guardian Phone _____

Signature _____

Date _____

Annual Updates and Policy Review

To ensure accuracy, accountability, and relevance of cover:

The Hybrid Cover shall undergo an **annual review** aligned with the renewal period, during which:

- ◆ The principal member may update dependent details (e.g., age, contact, supporting documents).
- ◆ A maximum of **two (2)** substitutions of dependents will be allowed per policy year.
- ◆ An administrative audit may be conducted by KUPA-KENYA to verify dependents' eligibility and declared relationships.
- ◆ The **policy review period** shall be announced annually and communicated via SMS, member portals, or through designated field officers.

Substitution of Dependents

Substitution of dependents is permitted **only once per calendar year per dependent**, and must meet the following conditions:

- ◆ The outgoing dependent has not benefited from a claim within the policy year.
- ◆ The incoming dependent meets the **age and relationship eligibility**
- ◆ An **administrative substitution fee** (as determined annually by management) shall apply to process the change.
- ◆ The new dependent will be subject to a **fresh waiting period** as per their relationship and age category.

Note: Substitutions done under special circumstances (e.g., legal adoption, guardianship changes, or death of a dependent) may be reviewed and approved on a case-by-case basis by the compliance office upon submission of supporting documents.

Termination and Expiry of Dependent Cover

Coverage for a dependent shall automatically lapse under the following circumstances:

- ✓ The dependent attains an age above the allowed limit.
- ✓ The dependent is removed during the annual review period.
- ✓ The principal member discontinues the policy or defaults beyond the grace period.
- ✓ Death of the dependent.

Members shall be required to **formally notify** KUPA-KENYA of any such changes. Failure to do so may result in delays or forfeiture of claims.

Audit, Monitoring, and Verification

To maintain the integrity of the Hybrid Cover:

KUPA-KENYA reserves the right to **randomly audit member records**, request updated identity and relationship verification documents, or conduct field validations.

Any inconsistencies found during such audits may result in:

- ✓ Suspension of the policy until clarification is provided.
- ✓ Permanent deactivation of the cover for repeated or deliberate fraud attempts.
- ✓ Legal or disciplinary action in line with internal policies.

Fraud, Misrepresentation, and Abuse of Policy

KUPA-KENYA has a **zero-tolerance policy** for fraud, misrepresentation, and abuse of membership privileges. The following actions are strictly prohibited and may result in severe penalties:

Prohibited Actions Include (but are not limited to):

- ✓ Registering dependents using **false or forged documents**.
- ✓ Substituting dependents who have already **benefited from a claim** within the policy year.
- ✓ **Under-declaring the age** of a dependent to qualify for benefits.
- ✓ Registering a dependent **outside of the stated relationship definitions**.
- ✓ **Rotational cover abuse**, such as swapping out dependents repeatedly to exploit the benefits.
- ✓ Using one cover to **claim multiple benefits** for the same deceased individual across different organizations (i.e., double claiming).

Consequences of Fraud or Misrepresentation:

- ✓ **Immediate suspension or termination** of the policy without refund.
- ✓ **Permanent blacklisting** of the principal member and their associated dependents.
- ✓ **Forfeiture of any pending claims** or benefits.
- ✓ **Recovery of funds** already paid under false claims through legal action.
- ✓ **Notification to local authorities** where fraud is established.

Policy Disclaimer

- ✓ The Hybrid Cover is a **social welfare and dignified funeral support plan**, not a commercial insurance product.
- ✓ All benefits, waiting periods, and age limits are designed to **promote fairness, reduce moral hazard, and ensure sustainability** of services for all members.

KUPA-KENYA reserves the right to:

- ✓ Amend benefit structures, waiting periods, or eligibility terms annually based on actuarial and operational reviews.
- ✓ Request updated documentation or conduct investigations at any time.
- ✓ Reject or delay claims where fraud, misrepresentation, or non-disclosure is suspected.

By enrolling in the Hybrid Cover, the principal member **agrees to be bound** by all terms herein and acknowledges that failure to comply with these terms may lead to forfeiture of all benefits.

Grace Periods

Age Category	Grace Period
1–69 years	4 months
70–79 years	8 months
80–89 years	10 months
90–100 years	12 months

- ✓ PWDs added after initial registration shall undergo a 12-month grace period. If added during registration, the standard grace period applies.
- ✓ Grace periods apply to any newly added dependent. They cannot be substituted with advance payments.

- ✓ Upgrading between classes (Food Basket Class A to F) triggers a new grace period based on class movement:
- ✓ A→B: 4 months; B→C: 6 months; C→D: 8 months; D→E: 12 months; E→F: 18 months.

Reactivation of Defaulted Accounts for KUPA-KENYA's Terms and Conditions, incorporating policy control, clear definitions, member obligations, and enforcement mechanisms:

Reactivation of Defaulted Accounts

To maintain the integrity and sustainability of the welfare program, KUPA-KENYA has established a structured approach to the reactivation of defaulted accounts based on the nature and history of the member's default. The terms below shall apply to all members seeking to restore their benefits after a lapse in contributions.

Categories of Default and Reactivation Terms

a. Active Accounts in Arrears

Applies to members who were active but have failed to remit contributions for **two (2) consecutive months**, yet remain within a grace period window.

- ✓ A **15-day window period** is provided in the **3rd month** for reactivation before the account is fully suspended.
- ✓ Members must **clear all outstanding contributions in full** to regain active status.
- ✓ A **30-day waiting period** will apply from the date of full payment before benefits are reinstated.
- ✓ This condition only applies to members who had **completed the initial age-based grace period**.

b. Frequent Defaulters

Applies to members with a **pattern of irregular payments** (e.g., defaulting 3 or more times in a 12-month cycle).

- ✓ Member must **clear all accumulated arrears in full**.
- ✓ A **6-month waiting period** will apply from the date of clearance.
- ✓ KUPA-KENYA reserves the right to classify a member as a frequent defaulter based on internal payment audit logs.

c. Long-Term Defaulters

Applies to members who have **defaulted continuously for a period of 12 months or more.**

- ✓ Member must **clear all arrears due since the last recorded payment.**
- ✓ A **1-year waiting period** will apply before benefits resume.
- ✓ The account will be marked under long-term recovery and monitored for consistent payments for a further 6 months post reactivation.

d. Dormant Accounts

Applies to accounts that were **registered but never remitted a single payment** since inception.

- ✓ Member shall pay a **non-refundable activation fee of KES 200.**
- ✓ Member must pay **one full year of contributions upfront**, calculated based on the membership category.
- ✓ A **1-year waiting period** will apply from the date of payment.
- ✓ Dormant members will be treated as **new entrants** for policy enforcement purposes and may be subjected to relationship and age re-verification for dependents.

Member Payment Obligations

- ✓ All members agree to pay **monthly/annual contributions** according to their designated membership category.
- ✓ Payments are **due on or before the 10th day of each calendar month.**
- ✓ A **late payment penalty of KES 100** will apply for every month or part thereof that the payment is delayed past the 10th.
- ✓ Continued non-payment beyond two months will initiate default classification.

Reactivation Monitoring and Enforcement

- ✓ KUPA-KENYA may conduct **routine audits** to identify defaulters and notify them of their account status.
- ✓ Members are responsible for keeping their contact details up to date for communication regarding arrears or policy actions.
- ✓ Reactivated members shall not be eligible to claim or enjoy benefits **during the waiting period.**
- ✓ Any claims made during a period of suspension, grace period, or waiting period will be **automatically declined.**

Abuse of Reactivation Terms

Any attempt to **manipulate account status** (e.g., by re-registering under another name to avoid waiting periods) will be considered **fraudulent**.

Such actions may result in **permanent disqualification, blacklisting, or legal action** in accordance with Section 4.11 (Fraud and Misrepresentation).

Approval and Service Conditions and Exclusions, designed to ensure clarity, legal protection, and operational consistency:

Approval and Service Conditions

Acknowledgment of Application

All **duly completed and valid application forms** received by KUPA-KENYA—whether submitted online, through sales agents, or at any authorized registration point—**shall be acknowledged within seventy-two (72) hours** of receipt. Acknowledgment will be communicated via SMS, email, or official notification through the member portal.

Membership Approval Turnaround Time

Upon receipt of a valid application form accompanied by all required supporting documents and the applicable payment, the **turnaround time for full membership approval is thirty (30) calendar days**.

During this period, submitted details shall undergo document verification, data validation, eligibility assessment, and payment confirmation.

Members shall receive formal communication of their membership status—whether approved, pending for clarification, or declined—within this time frame.

If further information is required, the processing time may be extended, and the member shall be notified accordingly.

Limitation of Liability for Delays or Service Disruption

KUPA-KENYA shall exercise all reasonable efforts to deliver timely services to its members. However, **KUPA-KENYA shall not be held liable for delays, service disruptions, or non-fulfillment of obligations arising from factors beyond its reasonable control**. Such force majeure events include, but are not limited to:

- ✓ Acts of God (e.g., floods, earthquakes, or other natural disasters)
- ✓ Government regulations or directives
- ✓ Civil unrest, terrorism, war, or riots
- ✓ Labor strikes or public utility failures
- ✓ Technology system downtimes caused by third-party providers

In such instances, KUPA-KENYA shall endeavor to resume services as soon as practically possible and will communicate updates to affected members promptly.

Exclusions from Benefits and Service Provision

To maintain operational integrity and fairness, the following exclusions shall apply to all membership claims and service provisions:

Provision of False or Misleading Information

Any member who, whether intentionally or otherwise, provides **false, forged, or misleading information or documentation** at the point of registration or during claim processing shall be **immediately disqualified from accessing services**, and their membership may be suspended or terminated.

Any benefits disbursed under fraudulent declarations shall be recoverable by KUPA-KENYA.

Limit on Mortuary Bill Support

Mortuary bill support shall be limited to a maximum period of fourteen (14) calendar days from the date of death notification, subject to a **monetary cap of KES 15,000** per claim.

Claims exceeding this duration or monetary limit shall be borne by the family or next of kin.

Exclusion of Specific Mortuary Charges

KUPA-KENYA shall **not cover the following charges** under any funeral or mortuary claim:

- ✓ Admission or registration charges at the mortuary
- ✓ Viewing or body visitation charges
- ✓ Body dressing, makeup, or cosmetic preparation fees

Suicide Cases

Deaths resulting from **suicide shall not be covered**,

Tier-based breakdown of exclusions for KUPA-KENYA funeral cover plans: Group cover and Hybrid. This breakdown ensures clarity on what is not covered under each plan to protect KUPA-KENYA from risk, manage member expectations, and enhance operational transparency.

Exclusions by Cover Plan Tier

The following exclusions apply based on the type of cover selected by the member. KUPA-KENYA reserves the right to update exclusions with reasonable notice to members.

Standard Cover Exclusions

The **Standard Plan** is designed for members seeking basic and affordable funeral support. The following are NOT covered under this tier:

Exclusion	Description
1. False Information	Provision of false, forged, or misleading documents or data at registration or during claims
2. Suicide	Death by suicide is excluded at all times under this plan
3. Mortuary Bill Limit	Max of 14 days up to KES 15,000 only
4. Mortuary Add-ons	No coverage for admission, viewing, dressing, or cosmetic preparation
5. Unregistered Dependents	No services for unregistered or undeclared dependents
6. Out-of-Cover Death	Deaths occurring before waiting period lapses
7. Private Services	No reimbursement for private funeral services not coordinated by KUPA-KENYA
8. Dual Membership	No benefit where member is registered and served by another similar organization for the same event

Hybrid Cover Exclusions

The **Hybrid Plan** covers an expanded list of relatives (e.g., parents, in-laws, siblings, etc.). Due to its flexible structure, the following exclusions apply to manage potential risk:

Exclusion	Description
1. False Information	Any misrepresentation, especially on relationships or dependent eligibility
2. Non-Biological or Unsupported Claims	Dependents who are not legally verifiable (e.g., undocumented distant relatives)
3. Suicide	Excluded unless member/dependent has been active for 24 months consecutively
4. Mortuary Bill Limit	14-day coverage up to KES 15,000 (KES 20,000 for verified parents)
5. Cosmetic Mortuary Services	No coverage for dressing, make-up, embalming unless explicitly stated in add-on cover
6. Delayed Notification	No claim if death is not reported within 72 hours (unless justified with evidence)
7. Dependents Outside Age Bracket	Coverage excludes dependents older than the accepted age limit for their category (e.g., siblings over 30 without disability)
8. Duplicate Coverage	No claim where the dependent is listed under another principal member or other funeral schemes offering similar benefits

General Exclusions

Regardless of plan tier, the following are **universally excluded**:

- ✓ Criminal deaths involving the member as the aggressor or law offender
- ✓ Wars, riots, or terrorism.
- ✓ Claims during suspended or defaulted status
- ✓ Deaths during waiting period

KUPA Kenya – Claims Submission Checklist

To be filled out and verified by the KUPA field officer at the time of claim.

Required Documents

Item	Attached? (✓)
1. Copy of Death Certificate / Burial Permit	
2. National ID of Deceased	
3. National ID of Next of Kin (Claimant)	
4. Proof of Membership (Number or Card)	
5. Photos (if required for verification)	

Important Confirmations

(To be completed with the next of kin)

Confirmation Statement	Confirmed by Next of Kin? (✓)
1. I am the recognized next of kin and authorized by the deceased to coordinate funeral arrangements.	
2. I understand that KUPA does not duplicate services already offered by family, friends, or employers.	
3. I acknowledge that KUPA does not allow charges to passengers in KUPA vehicles.	
4. I confirm there is no known family dispute that may disrupt or delay the funeral.	
5. I understand that in the event of a dispute, KUPA may postpone or withdraw services for safety and order.	

Next of Kin Name: _____

Signature: _____

Date: _____

Field Officer Name: _____

Signature: _____

Date: _____

Food Basket Funeral Cover Terms and Conditions.

This version introduces clearer structure, legal safeguards, well-defined roles, timelines, and provisions to protect both the organization and its members.

KUPA-KENYA – Food Basket Funeral Cover

Terms and Conditions

These terms and conditions govern the relationship between KUPA-KENYA and its members under the Food Basket Funeral Cover. By registering for this cover, the member agrees to be bound by the provisions herein.

Membership Structure

Payment Options

Members may opt for either:

Annual Membership Payment (one-off payment valid for 12 months)

Monthly Contributions (payable at agreed intervals)

Monthly Payment Obligations

Members under the monthly plan must **remain current on contributions**. In the event of a claim:

All arrears must be cleared in full before claim processing begins.

Failure to meet payment obligations will result in a suspended membership status and may lead to denial of benefits.

Food Basket Compensation

Form of Compensation

Food basket compensation shall be disbursed in **cash**, credited to the nominated beneficiary's account or issued via KUPA-KENYA's authorized payment platforms.

Nomination of Beneficiaries

Each member must **nominate at least one beneficiary** at the time of registration.

KUPA-KENYA will recognize the **spouse, children, or the next of kin** (in that order of priority) as beneficiaries.

Disputes arising from unclear nominations will be subject to internal review and external legal interpretation where necessary.

Special Conditions – Class F Claims

For Class F members, **only 50% of the eligible food basket claim** shall be paid on the first claim.

Full benefits will apply to subsequent claims, subject to eligibility and compliance with waiting periods.

Grace Periods and Upgrade Conditions

Upgrade-Related Grace Periods

Any member seeking to **upgrade their cover class** shall be subject to a **new grace period** before the upgraded benefits become effective:

From Class	To Class	Grace Period
A	B	4 months
B	C	6 months
C	D	8 months
D	E	12 months
E	F	18 months

Renewals and Payment Compliance

- ✓ Reminder messages will be sent **30 days prior to membership expiry**.
- ✓ **Renewals must be made on or before** the expiry date to avoid benefit disruption.
- ✓ Renewals done **after the expiry date** will attract a **new grace period** equivalent to a fresh enrollment.
- ✓ No renewal or account reactivation will be allowed where there is an **outstanding balance on contributions**.

Exclusion Due to Cause of Death

No compensation shall be payable in the event that death results directly or indirectly from:

- ✓ Participation in **demonstrations, riots, or civil disobedience**
- ✓ **Natural disasters** (earthquakes, floods, etc.)
- ✓ Participation in **extreme sporting activities** (skydiving, mountain climbing, etc.)
- ✓ **Suicide**
- ✓ **Acts of war or terrorism**

Eligibility and Claim Limits

Claim Frequency Restrictions

To ensure fairness and financial sustainability, claims are restricted based on class as follows:

Cover Class	Maximum Claims Per Year
A – D	3 food basket claims per year
E – F	2 food basket claims per year

The claim count is reset annually on the **membership renewal date**.

Claim Processing and Documentation

Required Claim Documentation

Members or beneficiaries must submit the following documents to initiate the claim process:

- ✓ Certified **medical report, discharge summary, or postmortem report**
- ✓ Copy of **National ID / Passport / Birth Certificate** of the deceased
- ✓ **Burial permit** issued by relevant authorities
- ✓ **Police abstract** (in cases where the death occurred outside a hospital or in suspicious circumstances)
- ✓ **Letter from the area chief** confirming residence and identity of the deceased
- ✓ **Mortuary bill**, if mortuary benefits are included

Submission Timelines

All claims documents must be submitted **within three (3) working days** from the date of reporting the death. Delays beyond this period may lead to forfeiture of the claim unless justifiable reasons are presented in writing and accepted by KUPA-KENYA.

Claim Turnaround Time

Once all required documents are submitted and verified, claims shall be **processed within three (3) working days**, and disbursement shall follow immediately upon approval.

Burial Postponement Due to Body Detention (Medical or Legal Grounds)

Policy on Burial Postponement Due to Detention of the Body

In the event that the body of a deceased member is detained by a hospital, mortuary, or medical institution due to outstanding medical bills, or is withheld by authorities due to an active legal case, court order, or investigation, **KUPA Kenya reserves the right to postpone the burial** until such a time that the body is officially released to the next of kin or authorized representative.

KUPA Kenya shall not be held responsible for:

- ✓ Settlement of medical bills or legal expenses required for body release.
- ✓ Any additional costs incurred as a result of the burial delay, including extended mortuary fees, rescheduling costs, or any penalties from service providers.

It is the sole responsibility of the family, next of kin, or legal representative to:

- ✓ Settle any outstanding financial obligations with the medical institution.
- ✓ Resolve any legal issues or comply with directives from law enforcement or the courts.
- ✓ Notify KUPA Kenya immediately upon release of the body to allow for re-coordination of burial logistics.

In the interest of operational efficiency, resource management, and coordination with other planned services, **KUPA Kenya shall have the sole discretion to reschedule the burial date**, subject to availability and logistical feasibility. The revised date shall be communicated to the family in writing and shall be considered final unless otherwise agreed.

KUPA Kenya may provide limited administrative or liaison support (e.g., writing formal letters, attending joint planning meetings), but shall not intervene in legal matters or assume liability for third-party delays.

Any burial postponement under this clause shall not constitute a breach of contract or service failure on the part of KUPA Kenya, provided that such postponement is due to factors beyond its control as described herein.

Member Agreement on Route Selection During Service Provision

Route Flexibility and Member Participation

In the course of service delivery, particularly during transportation of the deceased to the final destination, **KUPA Kenya allows the principal member, next of kin, or appointed family representative** to participate in route selection in consultation with KUPA's designated logistics personnel.

In instances where the default or traditional route is deemed **inaccessible, unsafe, or logistically impractical** due to poor terrain, traffic conditions, weather disruptions, roadworks, or other unforeseen obstacles, KUPA Kenya's logistics team shall engage the family representative to determine an **alternative route that is reasonably accessible and safe** for the association's vehicles and equipment.

Terms of Agreement

- ✓ The final route shall be agreed upon through mutual consent between:
- ✓ The KUPA Kenya logistics or fleet officer on duty, and
- ✓ The principal member, next of kin, or authorized family representative.

The selected route must prioritize:

- ✓ The safety of KUPA Kenya personnel and equipment.
- ✓ Timely service delivery within logistical capacity.
- ✓ Avoidance of undue delays or excessive diversions that may affect other scheduled services.

Limitations and Liability

KUPA Kenya shall not be compelled to follow routes that:

- ✓ Exceed vehicle clearance limits or pose a risk to mechanical operation.
- ✓ Lead to environmental hazards or terrain that can cause vehicle damage or personnel injury.
- ✓ Are dictated under pressure but contradict logistical or safety standards.

In the event of any **disagreement** on the route that may stall service delivery, the **KUPA logistics officer's decision shall prevail** based on professional assessment, and the same shall be documented for accountability.

Documentation and Acknowledgment

Where a deviation from the standard route is necessary, both parties (KUPA representative and the family representative) may be required to **sign a route adjustment acknowledgment form** or record a verbal agreement witnessed by a third party or local authority (e.g., village elder, area assistant chief).

Any additional costs incurred due to the selected alternative route—such as fuel surcharge or extended transport—shall be communicated in advance and may be borne by the family if applicable.

Route Adjustment Acknowledgment Form template tailored for **KUPA Kenya**, to be used when agreeing on an alternative route during service provision due to logistical or terrain challenges:

KUPA KENYA

Route Adjustment Acknowledgment Form

Service Reference Number: _____

Date of Service: _____

Deceased's Name: _____

Member Number: _____

Principal Member/Next of Kin Name: _____

Phone Number: _____

Section A: Reason for Route Adjustment

- Inaccessible terrain (e.g. mud, flooding, steep slope)
- Unsafe route (e.g. criminal hotspots, poor visibility)
- Obstruction or blockage on default route
- Weather-related hazard
- Time constraints or traffic congestion
- Request by family for culturally appropriate path
- Other (please specify): _____

Section B: Agreement on Alternative Route

New Agreed Route Description:

Distance Deviation (approx. KM): _____

Estimated Extra Time (if any): _____

Additional Cost (if any): Ksh. _____

Not Applicable

To be paid by family representative

Section C: Consent and Signatures

We, the undersigned, confirm that we have jointly agreed to the above route adjustment based on the current circumstances. We understand that the decision was made to ensure safe and efficient service delivery by KUPA Kenya.

1. Family Representative (Principal Member/Next of Kin):

Name: _____

ID Number: _____

Signature: _____

Date: _____

2. KUPA Kenya Logistics/Fleet Representative:

Name: _____

Staff ID: _____

Signature: _____

Date: _____

3. Witness (Optional – Local Elder/Official):

Name: _____

Position: _____

Phone: _____

Signature: _____

Date: _____

Official Use – Notes (if any)

General Provisions

Right to Amend Terms

KUPA-KENYA reserves the right to amend these Terms and Conditions, without prior notice of at least **30 days**, to address emerging risks, regulatory requirements, or operational enhancements.

Member Responsibility

It is the responsibility of the member to:

- ✓ Keep their information updated (including age for children who have attained 18 years, next of kin and dependents)
- ✓ Monitor payments and account status
- ✓ Abide by all provisions outlined herein

Dispute Resolution

Any disputes arising from the application of this policy shall first be resolved through KUPA-KENYA's **internal dispute resolution mechanisms**, and if unresolved, may be escalated to recognized **arbitration channels or courts of competent jurisdiction**.

Mandatory Welfare Membership Clause

Title: Mandatory Enrollment into the Welfare Program for Access to Services and Food Basket Compensation

Clause Overview

As part of the structured delivery of dignified funeral support and food basket, **KUPA-KENYA requires all members enrolling in the KUPA-KENYA Welfare Program to also be registered under the Food Basket Funeral Cover .**

Purpose of the Clause

This clause ensures:

- ✓ Collective member support during bereavement
- ✓ Streamlined service delivery and equitable access
- ✓ Sustainability of the funeral assistance and food basket compensation program

Scope of Mandatory Welfare Membership

All members **must** be active contributors to the welfare component to access the following benefits:

Funeral Service Package: Includes (Transportation of the body, Casket, Mortuary bill for 14 days, Clothing of the body, Gazebo tent, Trolley, Red carpet, Lowering gear, Sack of maize, Bull) , and support staff as applicable.

Food Basket Compensation: Disbursed in cash depending on class eligibility and claims criteria.

Enforcement and Compliance

Membership forms, payment receipts, and identification numbers must reflect both **cover registration** and **welfare enrollment**.

Declaration at Registration

Members shall sign a declaration during onboarding acknowledging that:

“I understand and accept that access to funeral services and food basket cover is conditional upon my active participation in the KUPA-KENYA Welfare Program. I hereby commit to fulfilling my welfare obligations alongside my selected funeral cover class.”

Registration Form, including the **Welfare Membership Declaration**, to be used during onboarding. This ensures clarity, legal binding, and compliance with terms and conditions.

KUPA-KENYA MEMBER REGISTRATION FORM

Food Basket Funeral Cover & Welfare Program

SECTION A: MEMBER INFORMATION

Field	Details
Full Name	_____
ID/Passport Number	_____
Date of Birth	_____
Mobile Number	_____
Next of Kin	_____

SECTION B: COVER ENROLLMENT

Select Cover Class (tick one):

Class A Class B Class C Class D Class E Class F

Select Payment Plan:

Monthly Annual

Do you have any pre-existing health conditions?

Yes No

If yes, please provide brief details: _____

SECTION C: BENEFICIARY DETAILS

(You may list more than one)

Full Name	Relationship	Phone Number	ID/Birth Cert. No
_____	_____	_____	_____
_____	_____	_____	_____

SECTION D: WELFARE PROGRAM ENROLLMENT (MANDATORY)

Important Notice:

Membership to the **KUPA-KENYA Welfare Program** is **mandatory** for any member seeking: Funeral Service benefits (Transportation of the body, Casket, Mortuary bill for 14 days, Clothing of the body, Gazebo tent, Trolley, Red carpet, Lowering gear, Sack of maize, Bull)

Food Basket compensation (cash)

By enrolling in this funeral cover, you agree to contribute to and participate in the KUPA-KENYA Welfare Program as part of your benefit entitlement.

Welfare Membership Declaration

I, the undersigned, hereby acknowledge and agree to the following:

I understand that access to funeral services and food basket compensation is conditional upon my active enrollment and contribution to the KUPA-KENYA Welfare Program.

I commit to upholding the payment obligations and responsibilities under both the cover and the welfare program.

I understand that failure to comply with welfare membership may result in the forfeiture of funeral service and food basket benefits, even if I am up to date with my funeral cover contributions.

Signature of Member: _____

Date: //20____

KUPA-KENYA Officer (Name & Signature): _____

Group Membership Terms

Eligibility and Engagement of Groups under the KUPA Kenya Group Cover

Definition and Scope of Group Engagement

KUPA Kenya shall engage and extend its Group Funeral Cover services to organized entities that meet the following definition of a group:

“A formally or informally organized unit of individuals brought together for a common objective, bonded by social, economic, professional, religious, community, or welfare interest, and capable of collective decision-making, coordination, and communication through designated leadership.”

Categories of Eligible Groups

KUPA Kenya shall offer group coverage to, but not limited to, the following categories:

Self-Help Groups (Chamas)

Registered community-based groups engaged in social welfare or economic empowerment.

Welfare Associations

Groups formed to provide mutual social and financial support, including burial and emergency funds.

Religious Groups

Congregations or church-based groups organized for spiritual and social support activities.

Professional or Occupational Groups

Unions, cooperatives, or sector-based associations such as boda boda groups, market traders, teachers, or healthcare workers.

SACCOS and Microfinance Groups

Financial cooperatives or informal savings groups with clear membership registers.

Community-Based Organizations (CBOs)

Grassroots groups involved in local development, social services, or welfare programs.

Corporate Staff Welfare Groups

Employee welfare associations within companies, NGOs, or institutions.

Youth and Women’s Groups

Registered or organized groups operating under youth empowerment or women development structures.

Minimum Group Requirements

Each group must:

- ✓ Have a **minimum of 50 principal members** to qualify for the group cover.
- ✓ Appoint an authorized representative to coordinate with KUPA Kenya.
- ✓ Maintain an **updated membership register** with verified identification details.
- ✓ Commit to a **collective payment structure**, either via lump sum or individual contributions coordinated through the group.

Group Obligations

All groups shall:

- ✓ Ensure accurate and timely data submission for each member.
- ✓ Be responsible for **coordinating payments** on behalf of members as per the agreed plan.
- ✓ Facilitate communication between KUPA Kenya and members during claim or service delivery processes.
- ✓ Accept and enforce the terms and conditions of the group policy.

Right to Accept or Decline Group Engagement

KUPA Kenya reserves the right to accept, defer, or decline engagement with any group that:

- ✓ Fails to meet minimum operational or ethical standards.
- ✓ Lacks clear leadership or coordination capacity.
- ✓ Demonstrates past default, misinformation, or misuse of services.
- ✓ Groups previously terminated for breach of contract, non-compliance, or fraud may be barred from future participation.

Termination and Withdrawal

KUPA Kenya retains the right to suspend or terminate a group cover contract if:

- ✓ The group fails to remit payments as agreed.
- ✓ There is evidence of manipulation, fraud, or internal conflict affecting operations.
- ✓ The group becomes inactive or disbands.

Minimum Membership Threshold for groups

A registered group must consist of at least **50 principal members** to qualify for KUPA Kenya Group Funeral Cover.

The minimum threshold must be maintained at all times. A group dropping below this threshold will have **30 days to regularize** membership or face suspension of benefits.

Group Payment Plan

Payments shall be made as follows:

- ✓ **Single Annual Lump-Sum** paid by an **Appointed Group Representative** (Chairperson/Treasurer).
- ✓ Payment must be made upfront and in full for all members, based on the selected cover category.
- ✓ Partial or staggered payments are not permitted under group plans.

Mandatory Welfare and food basket Enrollment

Each group member must be enrolled in **both the funeral cover and the food basket package**.

Age Eligibility Limits

The **age limit** for **principal member registration** is:

- ✓ Minimum: **18 years**
- ✓ Maximum: **75 years**
- ✓ Members aged **76–100 years** shall only be allowed with:
- ✓ Proof of good health
- ✓ No pre-existing terminal illness
- ✓ Approval from KUPA medical underwriting

A higher premium bracket and 90-day waiting period

Any attempt to bypass this provision by registering an elderly person as a dependent under another policy shall result in disqualification and cancellation.

Group Governance and Liaison

KUPA Kenya shall engage only with officially designated **Group Representative(s)**.

All group leadership changes must be submitted in writing, with supporting documentation (minutes duly signed by group out going and in coming officials).

Claims Terms and Conditions

Claims Documentation and Submission

Valid claim submissions must include:

- ✓ Original death certificate or burial permit
- ✓ Copy of deceased's ID or birth certificate
- ✓ Member payment verification
- ✓ Copy of claimant's ID and relationship documentation

All claims shall be handled exclusively by **KUPA Kenya Claims and Customer Care Departments**, reachable via **0111 025 100**.

No third-party agents, unauthorized staff, or external brokers are permitted to process claims.

Timelines and Processing

Claims must be filed **within 3 days** of the member's death.

- ✓ Late claims without valid justification will be rejected.
- ✓ Valid claims are processed within **14 working days** from the date of full documentation submission.
- ✓ 14 days apply from date claim was reported to Kupa Kenya

Multiple Claim Restrictions

Only **one claim** shall be honoured per registered member, per funeral event.

In cases where a member is covered under **multiple KUPA accounts**, the **primary (first-paid) account** will take precedence.

Members may not register the **same dependent** across multiple principal accounts. Duplicate claims shall be voided, and all involved accounts flagged for review.

Membership Reactivation and Default

Defaulted or suspended accounts shall not qualify for any claims.

Default categories and terms:

2-month arrears: 15-day grace period to clear balance

3 months in arrears: Automatic suspension; member must:

- ✓ Clear arrears in full
- ✓ Pay reactivation fee
- ✓ Wait for a **30-day probation period** before resuming benefits

Frequent defaulters may face additional probationary periods or policy exclusion

Dormant accounts (never paid since registration) are treated as non-members unless full payment and onboarding requirements are met

Fraud, Misrepresentation, and Misconduct

Fraud and Misrepresentation

Any member, group, or representative found guilty of:

- ✓ Submitting **false claims**
- ✓ Registering **ghost beneficiaries**
- ✓ Tampering with birth certificates, police abstract, burial permit, mortuary invoice, medical report.
- ✓ Hiding facts on health status or age
- ✓ Using multiple ID details for registration

will face **immediate disqualification** from the scheme and **legal action** under applicable laws of Kenya.

Penalties

Fraudulent claims will attract:

- ✓ Permanent blacklisting of the group and individual(s) involved
- ✓ Full recovery of any funds disbursed
- ✓ Legal prosecution

Whistleblower Incentive

Any verified fraud reported by a third-party member or group will entitle the whistleblower to a **KSh. 5,000 reward**, payable upon conclusion of investigations and recovery of fraudulent claims.

Dispute Resolution

Disputes shall be resolved in the following steps:

- ✓ Lodging complaint with Customer Care via official channels
- ✓ Review by Claims Department and Internal Arbitration Committee
- ✓ If unresolved within **30 working days**, the matter shall be forwarded to the Board
- ✓ Decisions reached through the board shall be binding on all parties

Family Disputes, Burial Postponements, and KUPA's Mandate to Intervene

KUPA Kenya recognizes that family unity and cooperation are essential for the smooth execution of funeral services. However, in instances where **disputes arise among family members or other stakeholders** that may hinder service delivery, the following provisions shall apply:

a) Dispute Notification and Investigation

Where a family dispute, objection, or conflict **threatens to delay, disrupt, or alter** the agreed funeral arrangements, KUPA shall:

- ✓ Immediately initiate an internal assessment of the situation;
- ✓ Engage only with the verified next of kin or legally recognized representative;
- ✓ Document all incidents and communications related to the dispute.

b) Mandate to Postpone or Reschedule Funeral

In the event that **the burial venue, date, or security** of KUPA personnel and equipment is compromised due to a family dispute, protest, or conflict:

KUPA reserves the **sole discretion and authority to reschedule or postpone the funeral date** until such a time that the environment is conducive and consensus is restored.

KUPA may, at its discretion, request written clearance from local administration (chief, police, or religious leader) before resuming service delivery.

c) No Liability for Delays Due to Internal Family Disputes

KUPA shall **not be held responsible** for any inconvenience, financial loss, or emotional distress caused by burial delays arising from:

- ✓ Multiple individuals claiming to be next of kin;
- ✓ Disagreements over burial location, cultural rites, or asset distribution;
- ✓ Opposition from extended family or community members not recognized under KUPA's policy;
- ✓ Religious or tribal disagreements affecting the process.

d) Finality of KUPA's Decision

KUPA's assessment and decision on whether a funeral should proceed or be postponed due to disputes shall be **final and binding**.

Where disputes persist beyond a reasonable period (defined as 7 working days), KUPA reserves the right to:

- ✓ Suspend the claim process;
- ✓ Refer the matter to local authorities or legal channels;
- ✓ Withdraw services entirely, where it is deemed unsafe or impossible to proceed.

e) Member and Next of Kin Consent

Upon registration and claim initiation, the principal member or verified next of kin **agrees to KUPA's authority to adjust or postpone burial dates** where disputes arise that jeopardize the peace, dignity, and integrity of the service.

Members also agree to **indemnify KUPA against any claims, losses, or public backlash** that may arise from exercising this mandate.

Service Coverage and Limitations

Scope of Services

Upon successful claims approval, KUPA Kenya shall provide the following **funeral support services** to the registered principal member or eligible dependent as per the membership plan subscribed:

1. **Transportation of the Body** – From the mortuary to the final place of rest (within the predefined coverage area).
2. **Casket Provision** – Provision of a standard coffin appropriate to the deceased's category of cover.
3. **Mortuary Charges** – Settlement of mortuary preservation bills for a maximum of **14 consecutive days**.
4. **Body Dressing** – Provision of clothing and dressing services for the deceased.
5. **Gazebo Tent** – Provision of a tent during the funeral ceremony.
6. **Trolley** – Provision of a casket trolley during the procession (subject to availability and suitability of terrain).
7. **Red Carpet** – Provision of a red carpet for the procession setup.
8. **Lowering Gear** – Provision of lowering gear for safe and dignified lowering of the coffin.
9. **Sack of Maize** – Provision of one sack of maize to support the bereaved family. (Capped at food basket class)
10. **Bull** – Provision of one bull for slaughter in honor of the deceased, where culturally and logistically appropriate. (Capped based on food basket class)

No substitution of services. This includes the church gown and coffin services.

Where services have already been provided by the deceased's family, friends, or employer, KUPA will not provide the services.

Service Exclusivity and Standardization

All funeral services shall be **standardized**, and **no substitutions** shall be permitted. This applies specifically to:

- ✓ **Coffin model** – Members are not permitted to exchange for cash value, trade in, or request alternative specifications.
- ✓ **Body clothing** – Standard funeral garments shall be provided; no replacement or exchange is allowed.
- ✓ **Church gowns or ceremonial enhancements** – Not included in the KUPA package and cannot be exchanged or demanded.

Non-Duplication of Benefits

In instances where **any of the covered services** above are: already **provided by the deceased's family, employer, religious institution, or well-wishers**; or Part of another existing **funeral service plan or association**, Then KUPA shall **not duplicate** the provision of that specific service. KUPA reserves the right to verify and **withhold any service already rendered by a third party**, regardless of whether it was paid or voluntarily offered.

Conditions and Limitations

Geographical Coverage – Services are limited to specific areas as outlined in the membership plan. Additional transportation or service needs beyond coverage zones may attract extra charges, payable by the family.

Availability of Materials – Where there are **shortages or logistical constraints** (KUPA reserves the right to substitute with a **comparable item of similar value** or communicate delays.

Cultural Restrictions – Certain services (e.g., provision of bull or maize) may not apply in urban setups, minority religious groups, or where cultural relevance is limited. These are therefore subject to *need assessment* and *logistical feasibility*.

Access Limitation Due to Inaccessible or Unsafe Terrain

Policy on Restricted Access to Homesteads

KUPA Kenya reserves the right **not to proceed to a member's homestead or final destination** if the access roads, terrain, or general environment are deemed **unsafe, impassable, or unsuitable** for the association's vehicles and equipment due to poor infrastructure, adverse weather conditions, flooding, steep gradients, mud, sand, or any other physical obstructions.

The determination of terrain suitability shall be made solely by KUPA Kenya's operations team or appointed personnel based on:

- ✓ On-site assessment
- ✓ Vehicle safety and mechanical limitations
- ✓ Risk to staff, equipment, or third parties

In the event that terrain is found to be inaccessible:

- ✓ The association shall notify the family or representative immediately.
- ✓ An **alternative accessible drop-off or service point** shall be agreed upon in consultation with the family.
- ✓ The responsibility to arrange for **last-mile transport or coordination from the drop-off point to the homestead** shall lie with the family or local representatives.

KUPA Kenya shall not be liable for:

- ✓ Delays resulting from terrain inaccessibility.
- ✓ Damage to property, vehicle, or injury resulting from attempts to access risky areas against operational advice.
- ✓ Additional costs arising from terrain-related rerouting or alternative transport.

Where possible, KUPA Kenya may assist in identifying local logistical solutions or make referrals, but shall not be compelled to proceed beyond its risk threshold or logistical capability.

This clause shall apply to **both rural and urban settings** and shall be enforced strictly to protect the safety of KUPA Kenya's team, assets, and service integrity.

No Cash Refunds or Compensation

KUPA does **not offer cash refunds**, replacements, or monetary compensation in lieu of unutilized services.

Claims for financial equivalent of services not rendered or declined by the family will **not be honored**.

3.6 Final Decision Authority

KUPA reserves the sole right to assess, validate, and approve all service provisions based on:

- ✓ Valid claim documentation,
- ✓ Eligibility status of the deceased,
- ✓ Fulfillment of all member obligations (e.g., payments, documentation),
- ✓ Internal verification of third-party involvement in the burial process.

All services shall be provided subject to these terms and any supplementary guidelines issued by KUPA from time to time.

Authority to Coordinate and Restrict External Interference

To ensure a dignified, efficient, and seamless execution of funeral services, **KUPA Kenya reserves the exclusive right to coordinate funeral arrangements directly with the registered member, appointed next of kin, or designated legal representative**, as per the claim documentation submitted.

a) Authorized Representative for Funeral Planning

In the event of death, KUPA shall engage solely with the **registered next of kin** or **legally recognized representative** of the deceased member for purposes of:

- ✓ Claims processing,
- ✓ Service scheduling,
- ✓ Logistical coordination,
- ✓ Venue access, and
- ✓ Communication on burial arrangements.

b) Limitation of External Interference

Family members, friends, extended relatives, or funeral committees not officially recognized by KUPA shall **not have authority** to:

- ✓ Alter, delay, or cancel any service scheduled by KUPA,
- ✓ Substitute KUPA services with alternatives without prior written approval,
- ✓ Interfere with logistical planning (e.g., casket choice, transportation, lowering gear use),
- ✓ Demand variations to the agreed package outside the approved scope.

c) Burial Committee Protocol

Where a **burial committee has been formed** by the family or community, KUPA shall **only cooperate** with such a committee **if its decisions are aligned with the instructions of the next of kin** and fall within the limits of KUPA's service charter.

In cases of conflict between the committee and the appointed next of kin, **KUPA shall prioritize the instructions of the next of kin** as indicated in the claim file and registration documents.

d) Security and Access Rights

KUPA shall retain the right to:

Withdraw or suspend service provision if access is hindered, services are politicized, or operational staff is threatened or blocked.

Request security intervention or formal authorization from government or religious authorities in cases of obstruction or attempted hijacking of the funeral process.

e) Binding Nature of Member's Consent

The member, by enrolling in KUPA and accepting the terms of service, hereby **authorizes KUPA to take full charge of the funeral service delivery** in accordance with the benefits subscribed, and this authority **shall survive the member's death** for the duration of the claim execution.

f) Finality of KUPA Coordination Role

The decisions and execution plans communicated by KUPA, in collaboration with the verified next of kin, **shall be final and binding** on all parties.

Any attempt by unregistered parties to duplicate services, block access, or sabotage execution shall be considered a **breach of service protocol**, and KUPA shall not be held liable for any failure in service delivery arising from such interference.

Responsibility of the client to ensure the safety of KUPA's vehicles during service provision and **prohibits exploitation of passengers** through unauthorized transportation charges:

Responsibility for KUPA Vehicles and Protection of Passengers

KUPA Kenya is committed to delivering dignified, professional, and safe funeral support services. As part of this commitment, the following conditions shall apply regarding the use of KUPA-designated vehicles and transportation protocols:

a) Vehicle Security and Client Responsibility

All vehicles assigned by KUPA to facilitate funeral services—including hearses, support vans, or logistics vehicles—shall remain the **sole property of KUPA** and must be handled with **utmost care and respect** by the beneficiary family and the community.

The **family or next of kin shall bear responsibility for ensuring the safety and security** of the vehicles during the period of engagement. This includes:

- ✓ Preventing unauthorized persons from driving, accessing, or damaging the vehicle,
- ✓ Ensuring the vehicle is not vandalized, misused, or diverted from its official funeral purpose,
- ✓ Protecting KUPA staff from any form of hostility or interference while discharging their duties.

In the event of **intentional damage, reckless handling, or misuse**, KUPA reserves the right to:

- ✓ Recover the cost of repairs or damages from the family,
- ✓ Report the matter to local authorities,
- ✓ Suspend or withdraw remaining services with no obligation to refund.

b) Zero Tolerance to Passenger Exploitation

KUPA shall provide transportation **strictly for the body and authorized funeral logistics**. KUPA does not provide general passenger transportation as part of its service package.

It is strictly **prohibited** for **drivers, family members, burial committees, or any third party** to charge any passengers **fare or facilitation fees** to board or accompany the body in KUPA-designated vehicles.

Any **unauthorized solicitation of money from mourners**, under the pretext of transportation support or facilitation, is considered **exploitation** and a **breach of KUPA policy**.

c) Reporting and Disciplinary Action

Any person found charging money to passengers or misrepresenting KUPA services shall be:

- ✓ Reported to the appropriate authorities for extortion or fraud,
- ✓ Permanently barred from engaging in future KUPA activities.
- ✓ Members and next of kin are **encouraged to report** any such incidences directly to KUPA via official communication channels.

d) Final Transport Instructions

All transportation plans shall be determined by KUPA in consultation with the next of kin and must **adhere to the route, time, and destination agreed upon** in the funeral logistics plan.

Any detours or changes must be officially sanctioned by KUPA. Unauthorized diversions shall void KUPA's responsibility for any delays, damages, or incidents that occur thereafter.