

TERMS AND CONDITIONS

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Eagle Africa Insurance Brokers Limited

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COMPREHENSIVE TERMS AND CONDITIONS AGREEMENT

Last Updated: 02/09/2026

1. INTRODUCTION AND ACCEPTANCE OF TERMS

Welcome to Eagle Africa Insurance Brokers Limited ("we," "us," "our"). These Terms and Conditions ("Terms") govern your use of our website, tools, and services ("Website" and "Services").

- 1.1. By accessing our website, using our tools, or clicking the "I Agree," "Submit," "Pay Now," or similar button at the point of service or payment, you agree to be bound by these Terms. This action constitutes your **advanced electronic signature** and is the legal equivalent of your handwritten signature.
- 1.2. These Terms incorporate by reference our Privacy Policy Statement (https://eagleafrica.co.ke/policy/privacy_policy) and Cookie Policy (https://eagleafrica.co.ke/policy/cookie_policy). By agreeing to these Terms, you also consent to the collection, use, and processing of your personal data as described in those policies.
- 1.3. If you do not agree with any part of these Terms, you must immediately discontinue use of the Website and our Services.

2. COMPANY INFORMATION AND REGULATORY COMPLIANCE

- 2.1. Eagle Africa Insurance Brokers Limited is a licensed insurance brokerage operating in Kenya, registered under the laws of the Republic of Kenya.
- 2.2. We conduct our business in compliance with the Insurance Regulatory Authority (IRA) of Kenya and all applicable laws and regulations governing insurance intermediaries, including the Insurance Act (Cap. 487).
- 2.3. All insurance products offered through our website are underwritten by our partner insurance companies, who are licensed by the IRA of Kenya. We act as an intermediary to facilitate the purchase of these insurance products.

3. USER ELIGIBILITY AND ACCOUNT RESPONSIBILITIES

- 3.1. Age Restriction

You must be at least 18 years of age to use our Services or purchase insurance products through our website. By using our Services, you confirm that you meet this requirement and have the legal capacity to enter into a binding agreement.

3.2. Prohibited Activities: You agree not to misuse the Website or Services. This includes, but is not limited to:

- 3.2.1. Providing false, misleading, or fraudulent information.
- 3.2.2. Attempting to gain unauthorized access to our systems.
- 3.2.3. Introducing malicious code, viruses, or engaging in spamming.
- 3.2.4. Using the Website for any unlawful purpose.

4. THE SERVICES AND ELECTRONIC SIGNATURE (E-SIGNATURE)

4.1. E-Signature: By using our paid tools and clicking the "I Agree," "Submit," or "Pay Now" button, you are applying your **advanced electronic signature** to this agreement. This signature is legally binding under the Kenyan Business Laws (Amendment) Act, 2020. You agree that the data generated by this action (e.g., IP address, date, and time) serves as the binding record of your acceptance.

4.2. User Acknowledgment

By applying your e-signature, you express:

- 4.2.1. Acknowledge that you have read, understood, and agree to these Terms and our Privacy Policy.
- 4.2.2. Warrant that all information provided for the insurance application or quote is true, complete, and accurate.
- 4.2.3. Authorize Eagle Africa Insurance Brokers Limited and its third-party payment processors to charge the applicable fees for the Services you have requested.
- 4.2.4. Consent to the use of electronic records for this transaction, understanding that electronic communications will satisfy any legal requirement for written communications.

5. PAYMENTS, FEES, AND TAXES

- 5.1. Payment Authorization: You authorize us to charge the applicable fees, premiums, or service charges to your selected payment method.
- 5.2. Changes to Fees: We reserve the right to change our fees at any time. Any changes will be communicated before they take effect.

- 5.3. Taxes: All payments made are inclusive of any taxes required by law. You irrevocably grant us permission to revise the payments upon any changes to applicable taxes.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All content on the Website, including text, graphics, logos, images, and software, is our property or the property of our licensors and is protected by the Copyright Act (Cap. 130) and international intellectual property laws.
- 6.2. You are granted a limited, non-exclusive, non-transferable license to access and use the Website content for personal, non-commercial purposes. You may not reproduce, distribute, modify, or create derivative works of our content without prior written consent.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. "As Is" Basis: The Website and Services are provided on an "as is" and "as available" basis. We make no warranties, express or implied, that the Website will always be available, error-free, or that the information provided is complete or accurate.
- 7.2. Limitation of Liability: To the fullest extent permitted by law, Eagle Africa Insurance Brokers Limited, its directors, officers, and employees shall not be liable for any indirect, incidental, special, or consequential damages arising from:
- 7.2.1. Your use of, or inability to use, the Website.
 - 7.2.2. Errors in insurance quotes or information.
 - 7.2.3. Actions of third-party insurance providers.
 - 7.2.4. Service interruptions or unauthorized access to your data.

8. DATA PROTECTION AND PRIVACY

8.1. Compliance

We are committed to protecting your privacy and processing your personal data in full compliance with the Kenya Data Protection Act, 2019 (DPA).

8.2. Consent

By using our Services, you consent to the collection, processing, and sharing of your personal data as described in our Privacy Policy Statement (https://eagleafrica.co.ke/policy/privacy_policy). This consent is specific,

informed, and freely given. You are not required to consent to processing that is not necessary for the Services, as outlined in the Privacy Policy.

8.3. Data Sharing

You authorize us to share your personal information with:

- 8.3.1.1. Our partner insurance companies to underwrite policies and process claims.
- 8.3.1.2. Third-party service providers and payment processors involved in the operation of the Service.
- 8.3.1.3. Government of Kenya repositories (e.g., IPRS) for identity verification and regulatory compliance.
- 8.3.1.4. Law enforcement or regulatory agencies as required by law.

8.4. Data Subject Rights

You have the right to access, rectify, or request the erasure of your personal data, and to withdraw your consent at any time. To exercise these rights, please refer to our Privacy Policy or contact us directly. Withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

9. INSURANCE CONTRACTS

- 9.1. The insurance contracts you enter through our website are subject to the specific policy wording, schedule, and endorsements of the respective insurance company. In the event of any conflict between these Terms and your policy documents, the policy documents shall prevail.
- 9.2. Claims must be submitted promptly with complete documentation as required by the insurance provider. We will assess claims in accordance with the policy terms and applicable law.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. Governing Law

These Terms are governed by and shall be construed in accordance with the laws of Kenya. Any legal proceedings shall be subject to the exclusive jurisdiction of the courts of Kenya.

10.2. Dispute Resolution

In the event of any dispute arising from these Terms, the parties shall first attempt to resolve the matter through informal negotiation. If negotiation fails, the dispute shall be referred to mediation. If mediation fails, the dispute shall be finally settled through binding arbitration in Nairobi, Kenya, in accordance with Kenyan arbitration law.

11. MODIFICATIONS TO THE TERMS

We reserve the right to modify these Terms at any time. Changes will be posted on this page with an updated effective date. Your continued use of the Website after changes become effective constitutes your acceptance of the revised Terms.

12. CONTACT INFORMATION

For any questions regarding these Terms and Conditions, our Privacy Policy, or to exercise your data subject rights, please contact us at:

Eagle Africa Insurance Brokers Limited.

Address: Eagle Africa Centre, Longonot Road, Upperhill, Nairobi

Contact/Phone: +254 722 201237 / +254 (020) 4946000

Email: eagleafrica@eagleafrica.co.ke

Approved by: ESTHER MWANIA

Signature: 

Date: 8th SEPTEMBER 2026