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WELFARE

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## Article 1: Name: Mbaitu inc. Welfare Group

**Mbaitu Inc. Welfare Group** is a member-funded welfare program Mbaitu inc. Welfare is a registered organization that brings together the Kenyan diaspora community from South Eastern Kenya and friends of the region who live in the diaspora.

## Article 2: Address

The registered address for Mbaitu Inc. Welfare Group Program is 40 Prospect St. Waltham, MA 2345, USA.

## Article 3: 1. Overall Goal and Objective

1. Mbaitu inc. Welfare overall goal is to help alleviate or lessen the financial burden that comes along with the untimely loss of an active member or a member's close relative resident in any part of the world.

2. Mbaitu inc. Welfare Program was established with the sole aim of assisting its members during the time of bereavement and loss of either the member and at least (6) beneficiaries or dependents from the member's immediate family, bringing the total covered qualified family persons to 7 including the enrolled member.

2. The class of cover provided includes the Principal Member, the spouse and children (where applicable) the parents of the member, siblings and any other family member the Principal Member shall elect to bring the total of the persons covered under one member to 7 persons. (Additional relatives outside of spouse, children, parents, siblings can only be added where the above category doesn't total 7).

3. Where a member has lost both parents or has no spouse or children, the member shall be at liberty to nominate any other person within the envisioned category and age brackets to extend the cover to 7. Provided that the member shall ensure that those so selected will fall within the covered class of persons as envisioned by the welfare objectives.

## **Article 3 - Membership**

1. Any person who is a member of Mbaitu Inc. and is in good standing can apply to join Mbaitu Inc. Welfare Group.

2. Membership is open to Kenyan diaspora community who hail from Lower Eastern Kenya of Machakos, Kitui and Makueni and their spouses irrespective of their nationality or region of origin.

3. Membership is by subscription and a member is deemed to be in good standing if they have fully paid any sum outstanding for reimbursement of a claim for bereavement currently at US 30 dollars plus fees.

4. A member shall pay an adjoining fee of US dollars 200 which is not refundable and not transferable to cover a bereavement reimbursement. 5. A member not originally from Lower Southeastern Counties of Makueni, Machakos or Kitui and not married to a person from the said region may join Mbaitu Inc. and subsequently the Mbaitu Inc. Welfare Group only by invitation and upon approval by the Mbaitu Inc. Board (Advisory committee) and the Mbaitu Inc. Welfare Group leadership Committee.

6. Membership is also open to persons considered to be residents in the diaspora or who having joined the Welfare have recently relocated to Kenya or moved to another part of the world but continue to honor their obligations.

## **Article 4 - Membership fees and reimbursements**

1. A member shall pay a non-refundable fee to the sum of US dollars 200 as joining fee. Thereafter after each bereavement, a member shall be expected to pay a replenishment fee of US 30 Dollars through the donorbox or zelle:mbaituincwelfare@gmail.com or any other established payment platform within Fourteen (14) days upon notification of a bereavement. This payment shall be to ensure the availability of adequate resources to meet any new claim by members under the Mbaitu Inc. Welfare Group.

2. Penalty of US 20 dollars for late payment of the replenishment shall be applicable if there is an inordinate delay to make the payment.

3. Where a member fails to pay the reimbursement sum of 30 dollars for a period of 30 days, they shall not be able to benefit from the Welfare fund if loss happens while on this probation state. This can be corrected by catching up with missed payments. 4. Members on probation cannot bring a claim for bereavement until such a time the probation period has lapsed, and the member is returned and determined to be in good standing.

5. Only claims for members in good standing shall be processed for payment. This means that once the two weeks are over and a payment has not been made if you lose a loved one on day 15 you are not eligible for the fund.

# Article 5 - Claims and Benefits

1. A member in good standing upon proof of a bereavement shall receive a one-off payment of the sum of \$5,000 to cater for burial and other auxiliary expenses associated therein every time he/she loses a member covered by the Mbaitu Inc. Welfare Program.

2. A claim shall be processed once the following documents have been made available to the Welfare Committee.

a. A duly completed and notarized claim form.

b. Death notification or announcement.

c. Copy of ID/Passport of the deceased.

d. Any other documents including but not limited to a Newspaper announcement of death (notification). Letter from the provincial Administration/Chief-in case of a death occurring in Kenya, and any other document that may be used to substantiate a claim for bereavement and connection between the deceased and the registered member based on received form.

3. Where the death is for the principal member, the documents listed above shall be provided by the next of kin identified by the member when joining the Welfare program.

4. During the processing of any claim the member benefiting from the said payment of 5000 dollars shall commit in writing to continue with the membership without fail. This will be done by signing the addendum which is a legally abiding notarized document.

5. Where siblings or spouses each hold separate membership in the welfare fund, a claim for bereavement from a covered beneficiary shall only be paid once. For example, if a man and his wife are both members and they lose a child who is covered by either membership, then the payment for that claim shall be for one bereavement and for US dollars 5000 only. This scenario will also apply to Siblings who have common parents etc. and all other shared scenarios. Family members can agree to each pick different members if they do not want to share the benefit.

6. Where there is more than one bereavement case at the same time, members will be given an extra day as the need may necessitate making the reimbursements of US 30 dollars per bereavement, provided that all claims arising within a given month must be fully reimbursed within the month in which they fall in to avoid a members membership lapsing and being put back on probation.

7. If a member fails to make any reimbursement for a case for a period longer than 2 calendar months without justifiable cause, such a member may be removed from the Welfare program and if at a later date they apply to rejoin, a satisfactory explanation shall be given to the committee before being readmitted back to the membership. Each case will be treated on its own merit. The Welfare leadership committee reserves the right to refuse to readmit a member whose status was removed for failure to keep up with the reimbursements for bereavement.

8. A list of defaulting members may be shared with all the members for information at the discretion of the leadership committee. This will be done to notify members who may have not become aware, for one reason or another that they have outstanding claims. This notice may be circulated after the period for which members are expected to have made payment for reimbursements.

9. Money can only be transferred to the registered member unless they authorize another person to receive money on their behalf through writing.

10. It is the member's responsibility to notify the treasure of deposits made to the account and when they replenish an overdue case.

11. Members are encouraged to keep their records and receipts in case the treasurer asks them for verification of a case.

## Article 6: Communication and Updates

1. The **Mbaitu Inc. Welfare Group** committee has set up a WhatsApp messenger platform for announcements. All important information including new claims and the donor box payment platform shall be updated by the committee on the said platform promptly after a case is received and verified and approved for payment.

2. Other information important for consumption shall be sent to the

members on a regular basis via email to all known members addressed by the welfare management team. It is the responsibility of members to ensure that we have the current email or that they are added to the WhatsApp group.

3. Members may also communicate with the leadership team through email, or the shared number for questions, suggestions and reporting a loss. Documents for processing any new claims shall be forwarded to the committee by a member submitting via email.

4. Members shall desist from sending unnecessary forwards to the said group to avoid overcrowding it which may lead to a member missing out on vital information. Unless otherwise the WhatsApp forum is just an announcement forum, condolences and words of comfort can be sent directly to the affected member or to their funeral committee WhatsApp group if they invite members.

## Article 7 - Election to the Leadership team

1. At regular intervals all members will meet during the General Meeting to elect the members to the leadership team. In compliance with good corporate governance principles, the committee will consist of not less than three (3) elected officials and not more than Seven (7). Once elected, officials may serve for a period of 2 years and may be eligible for re-election for one more term.

2. The committee shall make rules to guide the manner in which they shall conduct the meetings of the Welfare.

3. The committee may decide to hold meetings via Zoom or any other medium or hold in-person meetings where possible.

4. The leadership team shall hold at least three meetings every year to deliberate on the affairs of the Welfare Fund and shall every year call for an annual general meeting.

5. The advisory team is the team that resolves conflicts, works with members to amend the constitution and make changes, guides the leadership team and deliberates on voting results.

#### **Article 8 - Annual General Meetings**

1. Every year the members shall hold an annual general meeting and receive the financial reports of the Mbaitu Inc. Welfare Group.

2. The membership shall at the Annual General Meeting elect new office bearers.

## **Article 10: Miscellaneous Clauses**

1. The **Mbaitu Inc. Welfare Group** has partnered with Kenya Commercial Bank to provide an extra benefit to the members through KCB Last Expense Program.

2. Once a member is in good standing with Mbaitu Inc. and is a member of the Mbaitu Inc. Welfare Group, then they are eligible to join the KCB last expense for a funeral benefit of Kshs. 500,000 per claim.

3. Subject to their meeting the criteria set out by KCB, Mbaitu Inc. Welfare Group will verify a claim for compensation once a claim has been established alongside the claim by Mbaitu Inc. Welfare Group.

4. The KCB last expense is an additional benefit to an enrolled member and not a replacement to the obligation of the Mbaitu Welfare Program.

5. The KCB last expense is optional and voluntary and a member may choose not to join the same and remain as a covered member in Mbaitu inc. Welfare Program.

6. From time to time, Mbaitu Inc. Welfare Group may identify other programs in addition to the Welfare that may be beneficial to its members and bring the same to the members who may choose to adopt and participate in it or not without in any way affecting the benefits accruing to a member of the Mbaitu Inc. Welfare Group.

## **Article 11- Amendments winding up and Transition**

1. The advisory committee with the input of members will guide all transitions.

#### Mbaitu welfare leadership team:

Founder/CEO: Carolyn Musyimi-Kamau Treasurer: Daudi Mbuta -6166350408 Communication: Ree Ndunge-8622150615, Nancy Mwende

## **Voting/Advisory Committee**

- · Hannah Ngumbi- Chairlady
- Dr. Willie Kiilu
- Carolyn Musyimi-Kamau
- Daudi Mbuta
- Ree Ndunge
- Nancy Mwende
- Eric Ndaka
- Collins Makasa
- Fidelis Mutiso
- Liz Mwewa
- Frank K. Musyimi
- •Rashika Ndanu

## Nominated Next of Kin/Beneficiary

Kindly notify Mbaitu Inc. welfare of your next of kin/beneficiary through the registration form.

I..... principal applicant declares that I'm 18 years or older and that all statements, approved by the leadership team and the Mbaitu Welfare leadership team are true. I also understand that my membership will not be in force until the attached application is completed in its entirety and a fee in the amount of non-refundable \$20 for Mbaitu inc. membership which qualifies me to participate in the welfare program. I also commit to pay \$200 one-time membership fee for Mbaitu inc. welfare in full. By appending my signature, signatures(s) hereto, I agree to all terms and conditions of this welfare program as fully set in the received Memorandum of Agreement and the guidelines included in this application. I'm aware that if I include any false or misleading information on this application, my enrolment is subject to dismissal and any application form(s) submitted. I also understand that if I am delinquent in other peoples' cases I will not be considered.

Member .....

Signature .....

## FOR OFFICIAL USE

Received By:	•
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Date:....

## SIGNED:

Treasurer:
Date:
Secretary:
Date:
Member:
Date:

MBAITU INC. WEFLARE **HANDBOOK** 

