

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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ALL RISKS INSURANCE POLICY

WHEREAS THE INSURED described in the Schedule hereto (hereinafter called "the Insured") by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (hereinafter called "the Company") for the insurance hereafter contained and has paid the premium stated in the said Schedule as consideration for such insurance in respect of loss or damage occurring during the Period of Insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

This policy insures against all risks of sudden accidental direct physical loss or direct physical damage, except as excluded, to tangible covered property while on described premises, provided such direct physical loss or direct physical damage occurs during the term of this policy.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby.

PROVIDED ALSO that where the insured item consists of articles in a pair or set, the Company shall not be liable for more than the value of any particular part or parts which may be lost or damaged, no more than the proportionate part of the pair or set, without reference to any special value which such article or articles may have as part of such pair or set.

Authorized Officer

Date

EXCEPTIONS

This insurance does not cover:

1. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - b. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
 - c. Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - d. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (a), (b), and (c) above.
 - e. Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action suit or other proceedings where the Company alleges that by reason of this definition a loss, damage or expense is not covered by the Policy, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

2. Unless otherwise expressly agreed loss or damage occasioned by or through or in consequence of:
 - a. Earthquake, volcanic eruption or other convulsion of nature, cyclone;
 - b. Strike, riot, locked-out workers or persons taking part in labour disturbances or loot, sack or pillage in connection therewith.
3. Loss or damage arising from wear and tear or depreciation or the action of light or atmospheric conditions.
4. Damage or deterioration occasioned by moth or

vermin or any gradually operating cause, ironing or by any process of cleaning, repairing or restoring.

5. Breakage of glass or overwinding, denting and internal damage to watches or clocks and cameras.
6. Breakage of glass or articles of a brittle nature (other than jewelry) unless such breakage be caused by burglars, thieves and/or fire or by accident to any conveyance in which the property is being transported.
7. Mechanical derangement however caused.
8. Damage to a camera due to:
 - a. Mechanical derangement, failure or breakdown
 - b. Scratching, cracking or breakage of lense
 - c. Improper handling or use, overwinding
 - d. Delay, confiscation by customs
9. Loss of or damage to cash, currency, bank notes or negotiable instruments.
10. Loss or damage due to theft or attempted theft with the connivance of the Insured, employee, somebody lawfully on the premises or any member of the Insured's family.
11. Loss or damage to guns, revolvers or rifles caused by rusting, bursting or derangement (other than damage due to fire or theft or attempted theft).
12. Loss or damage whilst the insured articles are left in an unoccupied building for a longer period than seven days unless suitable arrangements are made for the safety of the said articles and the consent of the Company is obtained to such arrangements.
13.
 - a. Loss or damage directly or indirectly caused by or arising from or in consequence to ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - b. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
14. Loss or damage to property when in transit as unaccompanied baggage shipped under a bill of lading, parcel receipt, waybill or similar document.
15. Losses from unoccupied vehicles unless the insured items at risk are locked into the boot, non-transparent locker or luggage compartment out of sight.
16. Loss or damage due to delay, confiscation or

detention by customs or other authorities.

17. Consequential loss of any kind or description howsoever caused.
18. Damage to any particular component part caused by short circuiting self heating leakage of electricity over-running or excessive pressure originating in that particular part.

CONDITIONS

1. This Policy shall be void in the event of misdescription, misrepresentation or non-disclosure in any material particular.
2. Upon the happening of any event giving rise or likely to give rise to a claim against this insurance:
 - a. The Insured shall give immediate notice thereof in writing to the Company stating the circumstances of the case, and shall immediately take all practicable steps to discover and punish the guilty person or persons, if any, and to recover the property lost and unless such notice be received by the Company within thirty days of the happening of such event, the Company shall be under no liability for any loss or damage occurring in connection therewith. The Company may at any time, at its own expense, and without prejudice to any question between the Company and the Insured take such steps as it deems fit for the recovery of any of the property lost or stated to be lost and for this purpose the Insured shall as and when required give all information and assistance to the Company.
 - b. The Insured shall deliver to the Company within seven days after any loss or damage shall have come to his knowledge a claim in writing for the loss or damage, containing as particular an account as may be reasonably practicable of the several articles lost or damaged stating the value thereof and the amount thereto. And if any claim against this Policy be fraudulent in any respect or intentionally exaggerated, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit from this insurance all benefit shall be forfeited.
 - c. The Insured shall, at his own expense, furnish to the Company all such particulars and evidence, documentary and otherwise, as the Company may reasonably require to substantiate the claim.
3. If the property hereby insured shall, at the time of any loss, be collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.
4. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
5. Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall become necessary or required before or after his indemnification by the Company.
6. The Company may reinstate, repair or replace the loss or damage as the case may be, instead of paying the amount of the loss or damage, and may join with other Insurers in so doing, in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.
7. All sums which may from time to time be paid to the Insured under this Policy in any one year of insurance shall be accounted in diminution of the total sum insured, so that in case of subsequent loss or damage during the same year the total amount payable by the Company shall not in any case exceed the total sum insured.
8. All notices required to be given by the Insured to the Company must be given in writing to the nearest Branch Office of the Company.
9. The Company shall not be bound to send any notice of the renewal premium becoming due, or to renew this Policy. The Company shall at any time by giving seven days notice in writing to the Insured by registered letter at his place of abode as last known to the Company, be at liberty to determine the cancellation of this Policy as from the date of expiry of such notice, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of this Policy.
10. If any difference arises as to the amount of any loss or damage (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within one calendar month after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within one calendar month after receipt of notice

in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage in dispute shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be conditions precedent to any liability of the Company to make any payment under this Policy.
12. Jurisdiction Clause: Notwithstanding anything contained herein to the contrary the indemnity provided herein shall not apply to:
 - a. Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.
 - b. Costs and expenses of litigation recovered by any Claimant from the Insured, which are not incurred in and recoverable in Kenya.

ADDITIONAL CLAUSES APPLICABLE TO THIS POLICY

ELECTRONIC DATA EXCLUSION

- 1.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
 - 1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event

contributing concurrently or in any other sequence to the loss.

- 1.1.2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

- 1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. Electronic Data Processing Media Valuation

- 2.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
 - 2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

COMMUNICABLE DISEASE EXCLUSION

1. This Policy excludes any loss ,damage, liability ,claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat(whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling ,preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
 - 2.1. the substance or agent includes, but it is not limited to a virus, bacterium, parasites or other organism

or any variation thereof, whether deemed living or not, and

- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
3. Notwithstanding the foregoing, losses directly caused by any otherwise covered peril under subject Policies and not otherwise excluded under this insurance agreement shall be covered

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to pull the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

POLLUTION AND CONTAMINATION EXCLUSION

Any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against (1)
- Any peril insured against which itself results from a pollution or contamination
- Any liability in connection with disposed or dumped

waste materials or substances may not be covered.

SANCTIONS CLAUSE

Sanctions / Embargoes

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

SPECIAL CLAUSES

(APPLICABLE ONLY IF SHOWN IN THE SCHEDULE)

1. LOCKED BOOT/CAR CLAUSE

It is hereby declared and agreed notwithstanding anything contained herein to the contrary that no claim shall be admissible under this Policy for loss or damage by theft from any motor vehicle whilst left unattended unless the loss shall be a direct result of forcible and violent entry (of which there shall be external visible evidence) into the motor vehicle.

2. LOCKED BOOT

The Company shall not be liable for loss or damage by theft of any property insured from any motor vehicle unless the property is contained at the time of the loss in a locked boot or locker forming an integral part of the vehicle. In the event the motor vehicle does not have a locked boot, the property insured shall be kept out of sight, in a non-transparent locker, luggage compartment, or fixed coverboard and the motor vehicle shall be locked at all points of access, whilst the property is left in an unattended motor vehicle unless the loss shall be a direct result of forcible and violent entry of which there shall be external visible evidence into the motor vehicle.

3. EXCESS

It is hereby declared and agreed that the insurer shall not be liable for the first (as shown in the Schedule) of each and every amount of claim payable under this Policy.

4. MOBILE PHONE EXCESS

It is hereby declared and agreed that the insurer shall not be liable for 10% of each and every amount of claim payable under this Policy (minimum KShs 2,500) on mobile phone(s).

5. PAIRS & SETS CLAUSE

Where any item of the property the subject of a claim forms part of pair or set the Company's Liability shall not exceed the value of any particular part or parts which

may be lost, destroyed or damaged without reference to any special value which such articles may have as part of such pair or set nor more than a proportionate part of the Sum Insured on the pair or set.