

BURGLARY AND HOUSE-BREAKING (BUSINESS PREMISES POLICY)

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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WHEREAS the Insured described in the Schedule hereto has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (hereinafter called "The Company") by a proposal shall be deemed to be of a promissory nature and effect and the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the Indemnity hereinafter contained for the period of insurance stated in the Schedule hereto.

THE COMPANY AGREES that if at any time during the said period or during any other period for which the Company may accept payment for the renewal of this Policy:

- a. The Property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Theft following upon an actual forcible and violent entry into or exit from the Premises by the person or persons committing such theft; or
- b. Any damage falling to be borne by the Insured shall be done to the Premises prescribed in the Schedule hereto following or occasioned by an actual forcible and violent entry into or exit from the Premises or any attempt thereat by the person or persons committing or attempting to commit such theft; then the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value to the property so lost or such damage to the amount so sustained. Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total sum insured hereby.

This policy applies only to the business premises and contents and no other for the purpose of this insurance.

Authorized Officer

Date

The expression 'premises' shall unless otherwise specifically provided include the offices communicating therewith but shall not include any garden yard or outbuilding or other appurtenances occupied by the insured.

PROVIDED ALWAYS that no insurance shall be held to be effected until the premium due thereon shall have been paid or agreed to have been paid and accepted in full and that the due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured shall be a condition precedent to any liability of the Company under this Policy and in this respect time shall be the essence of the Contract.

CONDITIONS AND EXECPTIONS

1. REASONABLE CARE

The Insured shall take all reasonable precautions for the safety of the property insured as if the same were not insured.

2. EXCLUSIONS

This Policy shall not extend to nor cover:

- a. Loss or damage arising while the premises are in the occupation of a sub-tenant or person other than the Insured unless with the written consent of the Company endorsed hereon.
- b. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - i. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike
 - ii. 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
 - iii. 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
 - iv. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i), (ii), and (iii) above

v. Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause (iv) above.

vi. 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 organization 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

3. NOTICES OR COMMUNICATIONS

Every notice or communication to be given or made under this Policy shall be lodged in writing with the Company.

4. CHANGE OF INTEREST

Nothing contained herein shall give any rights against the Company to any person other than the Insured person, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the Insurance to be continued.

5. RENEWAL NOTICES AND CANCELLATION OF POLICY

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 notice in writing to the Insured by registered letter or by delivery to his address as last known to the Company, be at liberty to determine and cancel the Policy as from the date 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 the Policy.

6. ALTERATIONS AND CHANGES

No alteration or change in this Policy and no variation in the terms or conditions of this Policy will be held valid unless the same has been signed or initialled by an authorised official of the Company.

7. CLAIMS PROCEDURE

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

- a. The Insured shall give immediate notice thereof to the Police and in writing to the Company stating the circumstances of the case and take all practicable steps to discover the guilty person or persons and to recover the property lost.
- b. The Insured shall deliver to the Company within seven days or within such further time as the Company may in writing allow a detailed statement in writing of the loss or damage with an estimate of the intrinsic value of each article lost and the amount of the damage sustained.
- c. The Insured shall permit any authorised representative of the Company to examine the premises, and shall furnish all such information, explanations, vouchers, proofs of ownership and of loss and such other evidence as may be reasonably required to substantiate the claim and shall if required make or cause to be made sworn declaration of the truth of the claim or of any of the matters aforesaid. The Insured shall take all practicable steps to discover and punish the guilty person or persons and to trace and recover the property lost. 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 may deem fit for the recovery of any property lost or stated to be lost and for this purpose may use the name of the Insured, who shall as and when required give all necessary information and assistance to the Company. Failing due compliance with the terms of this Condition no claim shall lie or be recoverable under this Policy.

8. REPLACEMENT AND REINSTATEMENT

The Company may reinstate, replace or repair the property or premises lost or damaged, as the case may be instead of paying the amount of the loss or damage, and may join with any 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.

The insured cannot however abandon the damaged and/or salvaged property to the Company.

9. CONTRIBUTION

If at the time of any Loss or Damage there shall be any other subsisting insurance against such Loss or Damage the Company shall not be liable for more than its rateable proportion of such Loss or Damage.

10. CONDITIONS OF AVERAGE

If the property hereby insured shall at the time of the happening of any loss, destruction or damage be

collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the policy shall be separately subject to this Condition.

11. FRAUDULENT CLAIMS OR FALSE DECLARATION

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, or, if the claim be made and rejected, and an action or suit be not commenced within three months after such rejection, all benefit under this Policy shall be forfeited.

12. TIME LIMIT

In no case whatever shall the Company be liable for any loss or damage after the expiration of six months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. REDUCTION OF SUM INSURED

All sums which may from time to time be paid by way of compensation to the Insured under this Policy in any one year of Insurance shall be accounted in diminution of the 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 sum insured, unless the sum insured has been reinstated at the request of the insured and accepted by the company at an additional premium.

14. ARBITRATION

If any difference arises as to the amount of any loss or damage, 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 two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months 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 differences 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 of 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 if disputed shall be first obtained.

15. JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of
2. Judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.
3. Costs and expenses and litigation recovered by any claimant from the insured, which are not incurred in and recovered in Kenya.

16. 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.

17. 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

18. 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.

19. 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.

20. 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.

WARRANTIES

Warranted not insured with nor declined by any other company

1. SAFE AND BOOKS WARRANTY

WARRANTED THAT the Insured keeps, and during the whole of the currency of the Policy shall keep, a complete set of Books, Accounts and Stock Sheets, Stock Books or Computer printouts showing true and accurate record

of all business transactions and stock-in-hand, and that such Books, Accounts and stock Sheets or Stock Books shall be locked in a fireproof safe or removed to another building at night, and at all times when the premises are not actually open for business.

The Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this warranty. It is further warranted that the said safe should not contain explosives or other hazardous commodities.

2. WATCHMAN WARRANTY

Warranted at the premises containing the property insured and the within mentioned policy is guarded by a watchman engaged by the Insured from a recognised professional security firm for twenty four (24) hours on all days during the currency of this policy.

SPECIAL CLAUSES

(Applicable only if shown in the Schedule)

1. SECURITY ALARM CLAUSE

Warranted that the Insured shall maintain the alarm system in good working condition at all times and that the alarm shall be switched on at all times when the premises is closed for business and or when it is left unoccupied

2. FIRST LOSS MEMO

It is hereby declared and agreed that in respect of the property described under all items of the Schedule the sum insured represents only partial or "First Loss" insurance in relation to the full value of the property described.

In consideration thereof the premium for this policy has been fixed at a reduced rate applied to the total value of the property (hereinafter referred to as the "Declared Value" as supplied by the Insured).

In the event of any claim arising hereunder if the total value of such property at the time of loss exceeds the Declared Full Value the liability of the company in respect thereof, subject always to the limit of the sum insured, shall be limited to such proportion of the loss as the Declared Full Value bears to the total value of the property at the time of the loss.

Total Declared Value - As shown in the Schedule

First Loss Sum Insured - As shown in the Schedule

3. HOLD UP CLAUSE

The Company shall indemnify the Insured against loss of or damage to the property described in the Policy Schedule contained in the main building or other buildings specified in the Policy Schedule caused by theft accompanied by the use of violence or threatened violence involving fire arms or other lethal weapons

upon the person or persons having custody of the property.

The company shall not be liable for loss: -

- a. Due to any act of or in collusion with any person or persons in the employ of the Insured or of any person or persons lawfully on the said premises.
- b. Of any such property, which may be extracted from the receptacle containing the same, following the use of the key to such receptacle or any duplicate thereof belonging to the Insured unless the Insured prove to the satisfaction of the Company that such key or duplicate has been obtained by intimidation.

4. 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.