GLASS INSURANCE POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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GLASS INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has paid or agreed to pay to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (hereinafter called "the Company") the first premium shown in the Schedule.

THE COMPANY AGREES THAT in respect of any event occurring during the Period of Insurance or during any subsequent Period of Insurance for which the Insured shall pay and the Company shall agree to accept the premium required for the renewal of this Policy the Company hereby agrees that subject to the terms exceptions and conditions contained herein or endorsed hereof (which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder).

Authorized Officer

Date

GENERAL EXCLUSIONS

THE COMPANY WILL INDEMNIFY the Insured against: Breakage or Destruction of fixed glass or other property described in the Schedule not occasioned by or happening through:

a. Fire or lightning (which shall include any peril which is or can be covered by an ordinary Fire Policy).

b.

   i. Earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

   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. 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.

PROVIDED THAT unless otherwise agreed the Company shall not be liable in respect of:

1. Superficial damage to the said glass or other property.

2. Glass or other property which has been broken or damaged prior to the inception of this Policy.

3. Damage to framework or other fittings.

4. Cost of removal and restoration of fixtures and fittings and of any obstacles to reinstatement or replacement.

5. Damage arising during the interval between the occurrence of any breakage or destruction and the time of reinstatement or replacement or for consequential loss of any kind or description.

6. Property in respect of which the Insured has waived his rights against any third party or parties.

7. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

CONDITIONS

1. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2. This Policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance:

   a. by removal (including any attempt thereat or any act in preparation therefor), or

   b. whereby the risk of breakage or destruction is increased, or

   c. whereby the Insured's interest ceases except by will or operation of law, unless such alteration be admitted by memorandum signed by or on behalf of the Company.

3. On the happening of any breakage or destruction the Insured shall give notice thereof to the Company within ten days of such happening.

4. The Company may at its option repair, reinstate or replace the property or any part thereof or may pay in cash the amount of the loss or damage. Salvage shall become the property of the Company.

5. If in the event of a claim there be any other subsisting insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim.

6. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any breakage or destruction be occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

7. 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 of 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 breakage or destruction under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

8. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the Parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

9. JURISDICTION CLAUSE

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

a. Compensation for damage 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 and litigation recovered by any claimant from the insured, which are not incurred in and recovered in Kenya.

10. IMPORTANT NOTICE

The Insured is requested to read the conditions of this Policy. If any error or misdescription be found, the Policy should be returned to the issuing Office or Agency.

SPECIAL CLAUSES (APPLICABLE ONLY IF SHOWN IN THE SCHEDULE)

1. 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.

2. FRAMES & FITTINGS (WINDOW FRAMES)

Notwithstanding proviso 3 of this Policy the Company will indemnify the Insured in respect of damage to or cost of removing or restoring window frames. Provided that:

i. The glass held by the frames shall be broken at the same time and that the Company shall agree to indemnify the Insured for such glass breakage.

ii. The removal or restoration of the window frames shall result from the breakage of glass and that a claim for the breakage of the glass shall be paid by the Company.

iii. The amount payable by the Company shall not exceed ten percent (10%) of the amount payable by the Company in respect of the breakage of the glass held by the frames.

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, airborn 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 bu 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.