

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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GOODS-IN-TRANSIT POLICY

WHEREAS the Insured has by a signed proposal shall be the basis of this contract and be held as incorporated herein has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (hereinafter called "the Company") for the Indemnity hereinafter contained.

IN CONSIDERATION of the Insured paying the Company the First Premium for or on account of the said Indemnity the Company agrees that subject to the terms exclusions limits and conditions contained herein or endorsed hereon if during any period of Indemnity the Property or any part thereof be lost destroyed or damaged as hereinafter mentioned then the Company will by payment or at its option by reinstatement or repair indemnify the Insured, in respect of the Property against loss or destruction thereof or damage thereto howsoever caused, whilst being loaded upon carried by or unloaded from any of the Insured's vehicles specified in the Schedule or any vehicle requisitioned to complete the journey in the event of any of the said vehicles breaking down enroute or whilst temporarily housed by the Insured in the course of transit whether on or off the said vehicles anywhere within the geographical limits mentioned in the schedule of this Policy.

Authorized Officer

Date

EXCLUSIONS

The Indemnity herein before contained shall not apply to nor include:

1. Any consequence of:
 - 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. 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. The amount mentioned in the Schedule as the Insured's Retention.
3. Unless specifically mentioned as insured by this Policy,
 - a. Bank notes, currency notes, bullion, money, securities, stamps, documents, manuscripts, business books, patterns, models, moulds, plans, designs, explosives or livestock.
 - b. Jewelry, watches, precious metals, precious stones or articles composed of any of them.
4. Unless caused by fire or accident to the vehicle or as

a result of any object falling into the load whilst on the vehicle:

- a. explosives, corrosive acids or dangerous chemicals carried on the vehicle, moth, vermin, insects, damp mildew or rust.
 - b. atmospheric or climatic conditions (other than Lightning) affecting the Property contained in an open vehicle unless adequately covered with tarpaulin.
5. Delay, loss of market, depreciation or deterioration.

LIMITS

The liability of the Company under this Policy during any one period of Indemnity shall not exceed:

- a. in respect of any one Item of the Property the sum set opposite thereto in the Schedule.
- b. in respect of Property temporarily housed whether on or off vehicles the Maximum Value stated in the Schedule.
- c. in respect of Property on any one vehicle (or any vehicle requisitioned in lieu thereof as herein provided) the load limit set opposite such vehicle in the Schedule.
- d. in respect of all loss destruction or damage the Total Sum Insured.
- e. cover limited to the following areas: (the geographical area as shown in the Schedule).

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning as has been attached in any part of this Policy or of the Schedule shall bear such specific meaning - wherever it may appear.
2. The Insured shall take all reasonable precautions for the safety of the Property Insured as regards selection and supervision of employees and in all other respects and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall:
 - a. in the case of theft or loss give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Property.
 - b. in all cases give notice thereof to the Company in writing and within seven days thereafter to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss not notified to the Company within thirty days after the event.

3. The Insured 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 the Company paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company. The Insured shall not be entitled to abandon any property to the Company.
4. If at the time of any loss or destruction of or damage to the property there be any other Insurance(s) covering any of the Property the liability of the Company hereunder shall be limited to its ratable proportion of such loss, destruction or damage. If any other Insurance is expressed to cover any of the Property, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the loss destruction damage the liability of the Company shall be limited in respect of each item of this Policy to the proportion which the Sum Insured on the property hereunder bears to the total value of the Insurance in force of the Property.
5. If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
6. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of Indemnity.
7. If any differences 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.
8. The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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

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. UNATTENDED VEHICLES CLAUSE

The Company will not indemnify the Insured against loss or damage caused by or resulting from theft of property when in an unattended vehicle unless all points of access on the vehicle have been closed and secured by all the locks and other protection thereon and overnight the vehicle is housed in a secured locked garage and/or is left under the attendant or a night watchman.

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.