GROUP PERSONAL ACCIDENT POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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GROUP PERSONAL ACCIDENT POLICY

WHEREAS THE PRINCIPAL carrying on the business and no other for the purposes of this insurance by a Proposal shall be the basis of this Contract and are deemed to be incorporated herein has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED (hereinafter called "the Company") for the insurance hereinafter contained in respect of certain contingencies happening to any insured person during any Period of Insurance and has paid or agreed to pay the first premium as consideration for such insurance.

THE COMPANY AGREES that if any Insured Person shall suffer Bodily Injury as the result of an accident the Company shall subject to the terms, exceptions and conditions contained herein or endorsed hereon pay to the Principal the Benefits specified in the Schedule of Benefits.

DEFINITIONS

"Bodily Injury" shall mean bodily injury resulting solely and directly from accident, caused by outward violent and visible means, which shall directly or independently of any other cause result within twelve calendar months in Death or Disablement.

"Loss of Limb" shall mean the loss by amputation of an entire hand or of an entire foot.

"Loss of Sight" shall mean total and irrecoverable loss of sight.

Authorized Officer

Date

DEFINITIONS AND PROVISIONS REFERRED TO IN THE POLICY SCHEDULE		
EVENT	**RESULTS**	**COMPENSATION**
Bodily injury caused solely by violent, accidental, external and visible means which injury shall independently of any other cause be the direct and sole cause of any of the Results.	1. Death	1. As per the limit specified in the Schedule.
	2. Permanent Disablement	2. Appropriate percentage of the limit as specified in the Schedule of Compensation for Permanent Disablement.
	3. Temporary Total Disablement from engaging in or attending to the trade, business or profession herein described, or if the Insured has no trade, business or profession total disablement which necessarily confines the Insured immediately and continuously to home or hospital, and prevents the Insured from attending to usual duties (if any).	3. At the rate of the limit specified in the Policy Schedule but not exceeding the actual weekly earnings of the Insured.
	4. Medical expenses necessarily incurred by the Insured.	4. The actual expenses incurred but not exceeding the limit as stated in the Schedule.

EXCEPTIONS

1. The Company shall not be liable in respect of Death or Disablement directly or indirectly consequent upon:

a. The Insured Person being under the influence of or being affected (temporary or otherwise) by alcohol drugs venereal disease or insanity.

b. The Insured Person willfully exposing himself to needless peril (except in attempt to save human life) or committing or attempting to commit suicide whether felonious or not.

c. The Insured Person engaging in aviation (otherwise than as a passenger in fully licensed standard type of aircraft operated by a recognized air charter company), motor cycling, polo, racing on horseback or on wheels, football, hockey, winter sports, mountaineering necessitating the use of rope or guides or the use of woodworking machine or engaging in hunting.

d. The Insured Person suffering from any physical defect or infirmity which existed prior to an accident.

e. Childbirth or pregnancy in the case of women.

f. 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. 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 Company shall not be liable in respect of Death or Disablement of any person consequent upon an accident occurring before such person attains the age of 18 years or after the expiry of the Period of Insurance during which such person attains the age of 65 years.

CONDITIONS

1. This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be in writing.

3. As soon as practicable and in any case within fourteen days after the happening of any event which may give rise to a claim written notice thereof shall be given to the Company.

4. All certificates, information and evidence required by the Company shall be furnished free of expense to and in such form, as the Company shall prescribe. The Insured Person shall as often as required submit the medical examination on behalf of the Company at his own expense.

5. Nothing in this Policy shall be deemed to give the Insured Person the right to claim from or sue the Company and compensation shall be payable only to the Principal whose receipt shall in any case effectually discharge the Company.

6. The Principal shall give immediate written notice to the Company of the material change in the business or in the occupation of the Insured Person and pay any additional amount that may be required by the Company.

7. The Company shall not be bound to send any notice of the renewal premium becoming due, or to renew this Policy. This Policy is renewable from year to year only by mutual agreement between the Insured and the Company, but in any case will be subject to revision at the end of the Period of Insurance during which the Insured attains the age of 65 years.

8. If any part of the premium or renewal premium is calculated on estimates furnished by the Principal, the Principal shall keep a record containing details of all Insured Persons and all other particulars relative thereto and shall at all times allow the Company to inspect such records. The Principal shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium or renewal premium for such period shall thereupon be adjusted and any difference paid by or allowed to the Principal as the case may be.

9. The Company may cancel this Policy by sending notice by registered letter to the Principal at the Principal's last known address and in such event the Principal shall become entitled to the return of a proportionate part of the premium or renewal premium corresponding to the unexpired Period of Insurance or the premium or renewal premium shall be adjusted in the terms of Condition 8 as the case may be.

10. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Principal or any one acting on the Principal's behalf or by an Insured Person or an Insured Person's legal representatives to obtain any benefit under this Policy the Company shall be under no liability in respect of the claim.

11. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in differences or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Principal 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.

12. The due observance and fulfillment of the terms, conditions and endorsements so far as they relate to anything to be done or complied with by the Principal, the truth of the statement and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

13. 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 recoverable in Kenya.

ENDORSEMENTS

(THESE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE)

1. DISAPPEARANCE CLAUSE

It is hereby declared and agreed that if the Insured (or Insured Person) disappears during the Period of Insurance and the body is not found within twelve months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the Insured (or Insured

Person) has sustained bodily injury and that such bodily injury has resulted in death in both cases as described in the Policy then the Company shall forthwith pay the death benefit under the insurance provided that the party to whom the death benefit is paid shall sign an undertaking to refund such sum on demand should the Insured (or Insured Person) subsequently be found to be living.

2. EXPOSURE CLAUSE

This Policy extends to cover death or bodily injury in accordance with the Schedule of Benefits resulting from exposure as a direct or indirect result of misfortune to any aircraft provided the Insured is not travelling as a pilot or member of the crew or for the purpose of undertaking any trade or technical operation therein or thereon or other conveyance in which travel is permitted.

3. PAYMENT ON ACCOUNT

Payment on account will be made to the Insured monthly during the Period of Indemnity if desired but in no case shall such payment exceed the insured total liability for the event described in the Schedule of Benefits and any such payment will be subject to the Company being satisfied with the medical evidence in respect of the claim for any event covered by this Policy.

4. BENEFICIARY CLAUSE

It is hereby understood and agreed that at the request of the Insured the sums in respect of Benefit (I) Death shall be payable to (as shown in the Schedule) whose receipt shall be a sufficient discharge to the Company.

5. RIOT, STRIKE AND CIVIL COMMOTION

This Policy covers death or disablement in consequent of STRIKE, RIOT AND CIVIL COMMOTION, which for the purpose of this Policy shall mean:

i. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not) not being an excluded peril contained in the exceptions to this Policy.

ii. The wilful or malicious act of any striker or locked out worker or person taking part in labour disturbances done in furtherance of a strike or in resistance to a lock out.

iii. The action of any lawfully constituted authority in suppressing or preventing or attempting to suppress or prevent any disturbance or action of minimising the consequence of any disturbance or action as referred to in (i) and (ii).

6. ACCUMULATION CLAUSE

It is hereby declared and agreed that the Company's liability in respect of any number of the Insured Persons known to be travelling in any one conveyance shall not at any one time exceed the amount shown in the Schedule.

ADDITIONAL CLAUSES APPLICABLE TO THIS POLICY.

CYBER EVENT EXCLUSION (ABSOLUTE)

It is hereby understood and agreed that:

This (re)insurance contract does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any Cyber Event.

For the purposes of this endorsement:

Cyber Event means any actual, alleged or suspected:

a. damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or

b. unauthorized access to or use of any personal information / personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or

c. non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

d. malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

e. interruption of the insured company's business caused by an accidental, unintentional or negligent act, error or omission of the insured person in the operation or maintenance of the Company's Computer System which causes total or partial unavailability of the Company's Computer System; and/or

f. breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of Cyber Event definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/ or computer programs) leased, owned or operated by or which is made available or accessible to the insured company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.

All other terms, conditions, provisions, exclusions and limitations of this (re)insurance contract otherwise remain unchanged.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. 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:

   a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   b. 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

   c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

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

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.

SCHEDULE OF COMPENSATION FOR PERMANENT DISABLEMENT

ITEM 2

The compensation payable in the event of Permanent Disablement shall be the following percentages of the limit as specified in the Policy Schedule or in the case of Permanent Disablement not specified in this Table a proportion of the same sum assessed in accordance with the degree of disablement by referring to the percentages indicated below without taking into account the occupation of the Insured Person.

a.	Incurable insanity totally preventing any occupation		100%
b.	Total organic paralysis		100%
c.	Total loss of sight		100%
d.	Loss of one eye by surgical operation		30%
e.	Total loss of sight of one eye without surgical operation		25%
f.	Total loss of hearing in both ears		40%
g.	Total loss of hearing in one ear		10%

Loss by amputation or complete loss of use of:

		Right	Left
h.	One arm or hand	60%	50%
i.	One thumb	20%	17.5%
j.	One index finger	15%	12.5%
k.	Any other finger	10%	7.5%
l.	Complete loss of use of shoulder or elbow	25%	20%
m.	Complete loss of use of wrist	20%	15%

Loss by amputation or complete loss of use of:

n.	One leg above or at the knee	50%
o.	One leg below the knee or one foot	40%
p.	One big toe	10%
q.	Any other toe	3%
r.	Complete loss of use of hip or of knee or of ankle	20%
s.	Removal of lower jaw by surgical operation	30%
t.	Fractured leg or foot with established non-union	25%
u.	Fractured knee cap with established non-union	20%
v.	Shortening of at least 5centimetres of a leg	15%

PROVIDED ALWAYS THAT

Benefits (h) to (m) shall be reversed in the case of left-handed persons.

In the event of compensation becoming payable under more than one headings (a) to (v) in respect of one Insured Person the total sum payable shall not exceed 100% of the compensation specified in this memorandum.