

JUBILEE ALLIANZ PREMIER SME INSURANCE POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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WHEREAS the Insured named in the Schedule hereto has made to Jubilee Allianz General Insurance Limited (herein after called the "Company") a proposal and declaration, which shall be the basis of this contract and be deemed to be incorporated herein for the insurance herein after contained and has paid or agreed to pay the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS or DAMAGE to property or INCUR LIABILITY as described herein at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof the Company will pay to the Insured the value at the time of happening of such loss of property so lost or the amount of such damage or the amount of liability incurred, but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

MANDATORY COVERS

SECTION I FIRE AND ALLIED PERILS

The Company will indemnify the Insured in respect of loss or damage to the building/contents, Plate Glass and/ Neon Signs (External Signs/Glo-signs) whilst contained in the insured premises by:

- a. Fire, lightning, explosions of gas in domestic appliances
- b. Bursting and overflowing of water tanks, apparatus or pipes
- c. Aircraft or articles dropped there from
- d. Riot, strike or malicious act
- e. Earthquake, fire and/or shock, subsidence and landslide (including rockslide) damage
- f. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone
- g. Impact damage by any road vehicle or animal not belonging to the Insured or any member of his family normally residing with him.

Special Exceptions (Applicable to Section I Only)

The Company shall not be liable in respect of:

- i. Loss or damage to livestock, motor vehicles and pedal cycles.
- ii. Explosives.
- iii. Coal against loss or damage occasioned by its own spontaneous Combustion.
- iv. Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stocks and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables

Earthquake Excess

The Company shall not be liable for the first 2% of the sum insured on each and every earthquake claim subject to a maximum of Ksh. 5,000,000/- per location.

Special Condition of Average (Applicable to Section I Only)

If the property hereby insured shall at the breaking out of any fire or by any other insured peril be of greater value than the sum insured thereon by more than 15% then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

SECTION II ELECTRONIC EQUIPMENT INSURANCE

Defined events

The Company will indemnify the Insured in respect of Physical loss of or damage to the property insured described in the schedule and applies whether the insured items are at work at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the

aforsaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

Part 1 – Material Damage

Provides coverage for items or any part thereof entered in the Schedule should they suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company's option up to an amount not exceeding in any year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.)

Part 2 – External Data Media

The Company hereby agree with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP (Electronic Data Processing) systems, suffer any material damage indemnifiable under Part 1 of this Policy, the insurers will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the Total Sum Insured. This cover applies while the insured data media are kept on the premises.

Special Conditions (applicable to section II only)

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.

Special Exceptions (Applicable to Section II Only)

The Company shall not, however, be liable for:

- a. loss or damage directly or indirectly caused by or ionizing out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- b. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the insurers or not;
- c. loss or damage directly or indirectly caused by the failure of interruption of any gas, water or electricity service or supply;
- d. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- e. consequential loss or liability of any kind or

description;

- f. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
- h. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- i. aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- j. any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media and from loss of information caused by magnetic fields;

SECTION III BURGLARY AND THEFT

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the insured premises by Burglary and theft.

Definition: The term Burglary shall mean theft involving entry into or exit from the insured premises by forcible and violent means or following assault or violence or threat to the Insured or any employee of the Insured.

The term theft shall mean cover against loss or damage caused by the unlawful taking of property.

Special Exceptions (Applicable to Section III Only)

The Company shall not be liable in respect of:

- i. Loss or damage by Burglary and/ where any employee of the Insured or member of the Insured's family is concerned as principal or accessory
- ii. Loss of or damage to livestock, motor vehicles and pedal cycles
- iii. Loss of or damage to money, stamps, bullions, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared.

Special Conditions (Applicable to Section III Only)

1. First Loss Clause

It is hereby declared and agreed that the premium on this section has been calculated having regard to full value of the property, which has been declared as shown in the schedule.

2. Security Warranty

It is a condition of this section that the Insured will take adequate care to secure the property by installing an alarm system or CCTV Cameras and/or employing watchman/guard on the premises outside normal

business hours.

SECTION IV BUSINESS INTERRUPTION

The insurance under this section will be liable for loss of Gross Profit due to

A. REDUCTION IN TURNOVER

The ratio of number of full working days lost as a result of operation of insured peril to the total number of working days during the period of next 6 months (182 days) commencing from the date of interruption (date of operation of peril).

It is hereby declared and agreed that notwithstanding anything to the contrary mentioned in this policy, the insurance granted under this section is extended to cover losses arising out of interruption of business of the Insured as a direct result of operation of the perils covered under Section I subject to admissibility of claim under Section I and further subject to the following terms and conditions.

1.
 - a. "Business interruption" shall mean the cessation of the normal commercial activity in which the Insured is usually engaged, on account of the operation of the perils under Section I of this policy.
 - b. "Indemnity Period" shall mean the duration for which the Insured has not been able to resume his usual business activity arising out of operation of the perils insured under Section I but in no case shall this extend for a period greater than 182 days counted from the midnight of the date of loss.
2. It is further declared and agreed that if during the indemnity period any goods be sold elsewhere by the Insured or by others on his behalf, the amount equivalent to 35% of such sales shall be brought into account whilst computing the Company's liability under this extension.
3. It is further declared and agreed that Business Interruption loss will also be payable in the event of such interruption being occasioned by the direct operation of the perils insured under Section I of the policy in relation to buildings in which the Insured carries out his business activity but in which the Insured has no insurable interest.
4. This section is also extended to cover Monthly loan repayment the company is liable to pay up and shall not exceed the indemnity period.
5. The Company shall not be liable for interruption losses consequential upon material damage to:
 - a. Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, computer system records
 - b. Manuscripts, plans, drawings or designs,

patterns, models, moulds.

6. The Company shall not be liable in so far as the Interruption Loss will be increased:
 - a. By restrictions imposed by public authorities on the reconstruction or operation of the business
 - b. Due to Insured's lack of sufficient capital for timely restoration or replacement of any property destroyed, damaged or lost.

SECTION V PUBLIC LIABILITY

The Company will indemnify the Insured in respect of sums, which the Insured shall become legally liable to pay (subject to the sum set in the Schedule) as compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the Insured or of any member of the Insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the Insured's business but not exceeding in all for compensation and litigation expenses up to the limit of indemnity specified herein for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance.

Special Exceptions (Applicable to Section V Only)

The Company shall not be liable in respect of: -

- i. Any compensation for death and bodily injury to any member of Insured's family, partners and directors or damage to the property belonging to or in the custody of the Insured or any member of Insured's family, partners and directors.
- ii. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- iii. Accidents directly or indirectly caused by traceable to or arising out of the ownership, possession or custody or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.

SECTION VI WORKMEN'S COMPENSATION

The Company hereby agrees that If at any time during the period of insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of employment by the Insured or in his business, and if the Insured shall be liable to pay compensation for such injury under the workmen's compensation legislation then subject to the limits of benefits specified in the Schedule, and subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company shall indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the

Workmen's Compensation Law(s), or the substitution of other legislation thereof, this Policy will remain in force, but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if such Workmen's compensation law had remained unaltered.

In the event of death of the Insured, the Company shall indemnify the legal personal representative in the terms of this section, in respect of liability incurred by the Insured, Provided that such personal representatives shall, as though they were the Insured, observe, fulfill, and be subject to the terms, exceptions, and conditions of the Policy in so far as they can apply.

Provided however that the total liability of the Company during the policy period shall in no case exceed in respect of number of persons indicated in the Schedule.

Special Exceptions (Applicable to Section VI Only)

The Company shall not be liable under this Section in respect of:

- a. The Insured's liability to employees of contractors to the Insured.
- b. Any accidental injuries caused by Political risks and terrorism.
- c. Any injury caused or contributed to directly or indirectly by the deliberate or willful act of the insured.
- d. Any employee who is not a workman within the meaning of the Workmen's Compensation Law(s) of the Laws of Kenya.
- e. Any liability, which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
- f. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- g. Pneumoconiosis, Asbestosis, Silicosis and Byssinosis.
- h. Any disease, which may be brought within the provisions of the Workmen's Compensation Law(s) by exercise of powers conferred by any provision therein.

Special Conditions (Applicable to Section VI Only)

1. No admission, offer, promise or payment shall be made by or on behalf of the Insured, without the consent of the Company.
2. The Company shall be entitled, if it so desires, to take over and conduct in its name the defense or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim, and the Insured shall give to the Company all such information and assistance as the Company may require.
3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply

with all statutory obligations.

Memorandum

For the purpose of this Section, the workmen's compensation legislation shall mean the Workmen's Compensation Law(s) of the Law(s) of Kenya.

Benefits Payable

Death

96 months earnings subject to the maximum amounts set out under the Limits of Liability below

Permanent Total Disablement (PTD)

96 months earnings subject to the maximum amounts set out under the Limits of Liability below

Total Temporary Disablement (TTD)

As per the Work Injury Benefits Act, 2007 subject to a maximum of twelve months earnings.

Medical Expenses

Actual expenses incurred but limited to Kshs.100,000/= per employee

Funeral Expenses

Kshs.30,000/= per deceased employee

Limits of the Company

- a. Any one person Kshs 4,000,000/
- b. Any one occurrence Kshs 25,000,000/
- c. Any one-year Kshs 50,000,000/

SECTION VII ALL RISK

COVER

Loss of or damage to the property insured as specified in the schedule hereto by any cause (other than as stated in the Exceptions to this Section and the General Exceptions to this section).

PROVIDED ALWAYS THAT

- a. The Company may at its option repair, reinstate or replace any such property lost or damaged or may pay in cash the amount of the loss or damage.
- b. The Liability of the Company under this Section for loss or damage occurring during any one Period of Insurance shall not exceed the sum insured on each item of the property insured under this Section or in the whole the total sum insured hereby.

Special Exceptions (Applicable to Section VII Only)

The Company shall not be liable under this Section in respect of:-

1. Loss or damage

- a. Arising from wear and tear, depreciation, gradual deterioration, moth, vermin, insects inherent vice rust atmospheric conditions

- b. To the property insured caused by its undergoing any process involving the application of heat or the actual process of dyeing, cleaning, repair renovation or alteration.
 - c. Due to theft or attempted theft by any employee of the insured or loss or damage occasioned through the willful act of the Insured or any other person with the connivance of the Insured or any employee.
 - d. To property in transit unless accompanied by the Insured or any employees of the Insured.
 - e. Theft of property from any unoccupied vehicle or van with a completely self-contained lockable totally enclosed luggage compartment or boot or built - in lockable solid steel box unless the property is contained in the said luggage, compartment or boot or built-in lockable solid steel box while securely locked.
 - f. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.
 - g. Loss or damage due to or arising out of delay confiscation or detention by customs or other officials or authorities.
2. Breakage of glass (other than lenses) or other articles of a brittle nature unless breakage is caused by fire or theft or accident to conveyance.
 3. Mechanical derangement however caused.
 4. Loss of or damage to cash, currency, bank notes or negotiable instruments.

OPTIONAL COVERS

THE COMPANY HEREBY AGREE with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept premiums, the Optional Sections as hereunder deem to apply.

SECTION VIII EMPLOYERS LIABILITY

The Company hereby agree that if at any time during the period of insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of employment by the insured or in his business, and if the insured shall be liable to pay compensation for such injury at common law, subject to limits of liability specified below, and then subject to the terms, exceptions and conditions contained herein or endorsed hereon the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

In the event of death of the Insured, the Company shall indemnify the legal personal representative in the terms of this Policy, in respect of liability incurred by the Insured.

Provided that such personal representatives shall, as though there were the insured, observe, fulfil, and be subject to the terms, exceptions, and conditions of the Policy insofar as they can apply.

Provided however that the total liability of the Company during policy period shall in no case exceed the Limit of Liability indicated in the Schedule hereto.

Special Exceptions (Applicable to Section VIII Only)

The Company shall not be liable under this Section in respect of:

- a. The Insured's liability to employees of contractors to the Insured
- b. Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement
- c. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- d. Liability for a disease or impairment attributable to a gradually operating cause

Special Conditions (Applicable to Section VIII Only)

1. No admission, offer, promise or payment shall be made by or on behalf of the Insured, without the consent of the Company.
2. The Company shall be entitled, if it so desires, to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim, and the Insured shall give to the Company all such information and assistance as the Company may require.

Limits of the Company

Any one person Kshs 2,000,000/
Any one occurrence Kshs 10,000,000/
Any one-year Kshs 20,000,000/

SECTION IX MONEY INSURANCE

The Company will indemnify the Insured in respect of:

- a. Loss of money by robbery, theft or any other cause not specifically excluded hereunder whilst the Insured's money is in his hands or in the hands of his employees in transit between any two places within the radius of fifteen miles from the insured premises.
- b. Loss of or damage to money by Burglary as defined in this policy whilst contained in safe burglar resisting or otherwise steel cupboards/ cash box and/or such other places under lock and key.
- c. Loss of money whilst lying in the cashier's till and/or counter in the Insured premises during

business hours consequent on or following assault and/or, violence against the Insured or any employee of the Insured or any threat thereof

Provided that:

In no event shall the Company be liable for any loss under this Section which is not discovered within a period of two days from its occurrence and not notified forthwith to the Company in writing.

A complete record of money insured hereunder shall be kept secured in some place other than the place where the money covered is kept and the liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section

Special Exceptions (Applicable to Section IX Only)

The Company shall not be liable in respect of:

- a. Loss of or damage to money where any employee of the Insured or member of the Insured's family is concerned as a principal or accessory or arising out of or attributable to act of dishonesty committed by one or more of the employees carrying the money
- b. Shortage due to error or omission.
- c. Loss of money from safe following use of key to the said safe or any duplicate belonging to the Insured unless such key has been obtained by assault, violence, or any threat thereof.
- d. Any consequential loss including depreciation in value.
- e. Any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, or in connection with any act of terrorism and or political disturbance risks regardless of any other cost contributing concurrently or in any other sequence to loss, damage or expense.

Special Conditions (Applicable to Section IX Only)

1. Daily Banking Warranty

Warranted that all money received by the Insured be banked daily before the close of the business. Money in excess of Kshs. 100,000/- and Kshs. 500,000/- received after business hours, weekend and /or on public holidays must be locked in the cashbox and in the safe respectively.

2. Transit warranty

It is hereby declared and agreed that the following warranties will apply in respect of money in transit

- Transit of up to Ksh. 300,000/- shall be carried in a car by at least one responsible member of staff.
- No messenger or driver is allowed to carry money
- Exceeding KES. 500,000/= but not more than 1,000,000/=, the money shall be carried by two employees of the insured.

- Exceeding KES. 1,000,000/- Shall be carried by a security firm.

SECTION X FIDELITY GUARANTEE

Indemnity to the employer against all direct pecuniary loss which the employer shall sustain by an act of fraud or dishonesty committed by an employee during any period of guarantee after the commencement date applicable to such employee and discovered during the currency of or within six months of the expiry of this agreement or the termination of the employment whichever shall first happen.

The liability of the Company during the currency of this agreement and within six months at the expiry hereof shall not in respect of any employee exceed the specific limit neither of guarantee nor in respect of all employees the aggregate limit at guarantee.

- a. Direct Pecuniary loss shall mean loss of money in the form of cash, negotiable cheque and negotiable securities.
- b. Fraud or Dishonesty shall mean the act of stealing, misappropriation, embezzlement or fraudulent conversion on the part of the employee.

An Employee shall mean

- a. Any person whilst employed under a contract of Employment with, or apprenticeship to the Insured and shall be considered as such for a period of 180 days after he/she has in fact ceased to be an employee.
- b. Any director/directors, of the Insured who are either salaried or elected officers of the Insured or when, as directors, are performing acts coming within the scope of the usual duties of an employee of the Insured whilst acting as a member of a committee duly elected or appointed by resolution of the Board of Directors to perform specific Directorial Acts on behalf of the Insured.

Special Conditions (Applicable to Section X Only)

1. On the discovery of any act or default or circumstances which may give rise to a claim the employer shall supply at the request of and free of expense to the Company all such proof, information and other evidence relating to the claim as the Company may stipulate.
2. The Employer shall, immediately on the discovery of any fraud or dishonesty, give notice in writing to the Company.
3. Any claim under this Policy shall be made in writing to the Company within three calendar months of the discovery of the loss in respect of which the claim is made.
4. The Employer shall, if and when required by the Company but at the expense of the Company (if a conviction be obtained), use all diligence in prosecuting an employee to conviction for the fraud or dishonesty which he shall have committed and in consequence of which a claim shall have been made under the Policy.
5. Any money of the employee in the custody or control

of the employer shall be deducted from the amount otherwise payable under this agreement.

6. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the employer or if the remuneration of the employee be reduced or its basis altered or if the precautions stated by the employer with regard to accounting be not duly observed or if the employer shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee

Clauses & Warranties: (Applicable to Section X Only)

Collusion Warranty: It is hereby warranted that any defalcation or series of defalcations committed by two or more employees acting in collusion is also deemed to be one claim in the terms of the policy, and in the event of such a claim arising the Limit of Guarantee to be applied shall be deemed to be the Any one claim/event limit of Guarantee stated in the Policy schedule.

Warranty II

Systems: The Company shall not be liable in the event of the insured not observing as far as practicable the system of checks in operation

Due Diligence

It is a condition of this policy that the Insured shall exercise due care in engaging employees covered under this Policy, prior to entrusting them with money or property. For purposes of this condition, exercising due care shall mean obtaining satisfactory references or any other relevant information (including certificate of good conduct from the police) from reliable sources about the employee's trustworthiness.

SECTION XI GOODS IN TRANSIT

This Section seeks to Indemnify the insured against accidental loss, destruction or damage of the Property insured 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 Kenya.

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.

Special Exceptions (Applicable to Section Xi Only)

1. Any act of Political risks and terrorism.
2. Bank notes, currency notes, bullion, money, securities, stamps, documents, manuscripts, business books, patterns, models, moulds, plans, designs, explosives or livestock, jewelry, watches, precious metals, precious stones or articles

- composed of any of them.
3. 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.
 4. Delay, loss of market, depreciation or deterioration.
 5. Loss or damage by theft or pilferage or any attempt thereat in which any employee is involved.
 6. Loss or damage attributable to willful misconduct of the insured.
 7. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the property insured.
 8. Loss or damage caused by delay even though the delay is caused by a risk insured against.
 9. Loss or damage caused by inherent vice or nature of property insured.
 10. Loss or damage to insured goods whilst the vehicle is left unattended in any public place or is laid up temporarily in any garage or similar premise.

SECTION XII

GROUP PERSONAL ACCIDENT

If any EVENTS as described in the Table of Compensation below happens to the named Directors / owners of the company, this policy will pay the Director / Insured or in case of death, Executors/ Administrators or beneficiaries the compensation stated in the schedule of benefits.

PROVIDED ALWAYS THAT this insurance shall not apply to any Event consequent upon:

- a. The Insured's intentional self-injury, disease, suicide (whether felo de se or not) or - any attempt thereat, insanity (temporary or otherwise) or dwelling or fighting (except in bona fide self-defense).
- b. Provoked assault, the influence of drugs or intoxicating drink or the Insured's own criminal act.
- c. Childbirth or pregnancy in the case of Women.
- d. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - i. Service on duty with armed forces, 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. Any act of terrorism and Political aggravated risks.
- e. The Insured being in or on or entering into or alighting or descending from or falling from aircraft of any kind other than aircraft operated by an Air Transport Organization, providing regular air services in which the Insured is traveling as a ticket holding passenger. The expression "aircraft" shall include any vessel or craft designed to travel

through the air.

- f. The Insured's engaging in:
 - i. Outdoors winter sports.
 - ii. Mountaineering or the scaling of rocks and cliffs.
 - iii. Ice hockey or polo or hunting or racing of any kind other than on foot.
 - iv. Motor cycling above 250cc (whether as a driver or passenger).
 - v. Water Sports

EVENTS COVERED

Death or permanent total disablement (bodily injury) Solely caused 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.

TABLE OF COMPENSATION

EVENT	COMPENSATION
Death (Including Disappearance as described in the policy)	Full sums insured
Permanent Total Disablement (PTD)	Appropriate percentage of the limit as specified in the Continental scale

CONTINENTAL SCALE

The Compensation payable in the event of Permanent Disablement shall be the following percentages of the full limits insured with the degree of disablement by referring to the percentages indicated below.		
(Incurable insanity totally preventing any occupation	100%	
Total organic paralysis	100%	
Total loss of sight	100%	
Loss of one eye by surgical operation	30%	
Total loss of sight of one eye without surgical operation.	25%	
Total loss of hearing in both ears	40%	
Total loss of hearing in one ear	10%	
Loss by amputation or complete loss of use of:		
	RIGHT	LEFT
One Arm or hand	60%	50%
One Thumb	20%	17.5%
One Index Finger	15%	12.5%
Any Other Finger	10%	7.5%
Complete loss of use of shoulder or elbow	25%	20%
Complete loss of use of wrist	20%	15%
Loss by amputation or complete loss of use of:		
One leg above or at the knee	50%	

One leg below the knee or one foot	40%
One big Toe	10%
Any other Toe	3%
Complete loss of use of hip or knee or ankle	20%
Removal of lower jaw by surgical operation	30%
Fractured leg or foot with established non-union	25%
Fractured Knee cap with established non-union	20%
Shortening of at least 5 centimeters of a leg	15%

For the purpose of this section, The Events below are defined as.

1. DISAPPEARANCE

If an individual covered disappears during the Period of Insurance and the body is not found within 12 months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the individual 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 individual subsequently be found to be living.

2. BENEFICIARY

It is hereby understood and agreed that at the request of the individual covered the sums in respect of Death Benefit shall be payable whose receipt shall be a sufficient discharge to the Company.

SECTION XIII MACHINERY BREAKDOWN

This section deems to indemnify the insured against unforeseen and sudden physical loss or damage of machinery from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short-circuit, storm or from any other cause not specifically excluded whilst on the premises, hereinafter, in a manner necessitating repair or replacement.

Special Exceptions (Applicable to Section XIII Only)

- loss of or damage to exchangeable tools e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media e.g. lubricants, fuels,

catalysts.

- loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.
- loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract
- loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not.
- loss or damage arising out of the willful act or gross negligence of the Insured or his representatives.
- any consequence of nuclear reaction, nuclear radiation or radioactive contamination.
- loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale.
- consequential loss or liability of any kind of description, any payments over and above the indemnity for material damage as provided herein.
- loss or damage directly or indirectly caused by wear and tear.

Special Conditions (Applicable to Section XIII Only)

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.

PROVISIONS

Memo 1 - Sum Insured

It shall be a requirement of this Policy that the Sum Insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind and capacity, which means its cost of replacement including e.g. freight, dues and customs duties, if any, and cost of erection. If the Sum Insured is less than the amount required to be insured, the Company shall pay only on such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 - Basis of Indemnity

- In cases where damage to an insured item can be repaired - the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the

Company shall pay the cost of materials and wages incurred for the purposes of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed - the Company shall pay the actual value of the item immediately before the occurrences of the loss, including charges for ordinary freight, cost of erection and custom duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismounting of the machinery destroyed, but the salvage shall be taken into account. Any extra charges incurred for overtime, night work, work on public holidays and express freight shall be covered by this Policy only if especially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

SECTION XIV TERRORISM, SABOTAGE & POLITICAL VIOLENCE EXTENSION (FOR FIRE AND BURGLARY SECTION)

The Company will indemnify the Insured for its Loss in excess of the Deductible, but not exceeding the Limits of Liability, resulting from the following incidents, and any ensuing fire damage, damage from looting, or other damage caused by an act of a lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any of the following incidents, during the policy period:

1. Terrorism
2. Sabotage
3. Mutiny, Insurrection, Rebellion, or Coup d'Etat
4. Strike, Riot or Civil Commotion

For the purpose of this Section the following definitions deems to apply.

- a. "Civil Commotion" means a substantial

disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.

- b. "Coup d'Etat" means the overthrow of an existing government by a group of its citizens or subjects.
- c. "Rebellion" means a deliberate, organized and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens or subjects, including acts committed in the furtherance of a revolution.
- d. "Riot" means a violent disturbance by three (3) or more persons assembled together which threatens the public peace.
- e. "Sabotage" means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an incident otherwise covered under this policy.
- f. "Strike" means a work stoppage by three (3) or more workers to enforce demands made on an employer or to protest against an act or condition.
- g. "Terrorism" means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behavior or policies. Terrorism does not include:
1. An act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, e.g., robbery, crime of passion, murder; or
 2. Any act which is considered an act of War or Civil War by the highest political authority in the jurisdiction affected or as defined elsewhere in this policy; or
 3. An act which cannot be verified by the relevant local government authority as an act of Terrorism.

GENERAL EXCEPTIONS (Applicable To All Sections)

1. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences:
 - i. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - ii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
 - iii. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this exception, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

This Exclusion is unique to all other sections unless purchased by the insured and specifically covers Fire and Burglary Section.

2.
 - a. Loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - b. Any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3. The indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.
4. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of the Special and/or General Exceptions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is not covered shall be upon the Insured.

GENERAL CONDITIONS (Applicable to all sections)

1. **Notice:** Every notice and communication to the Company required by this policy shall be in writing to the Office of the Company through which this insurance is effected.
2. **Mis-description:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of mis-representation, mis-description or non-disclosure of any material information.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellation:** The Company may at any time by seven days' notice in writing cancel this Policy, in which the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the short period scale of rates as per Fire Tariff.
5. **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 in writing to the Insurers stating the circumstances of the loss and take all practicable steps to discover the guilty person, or persons and recover the property lost wherever applicable.

- b. The Insured shall deliver to the Insurers within seven days or within such further time as may be allowed in individual sections or as the Insurers 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 damage sustained.
 - c. The Insured shall permit any authorized representative of the Insurers 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.
6. **Contribution:** In the event of any loss, damage, liability or expenses covered by this Policy, there shall be any other insurance covering the same loss, damage, liability or any expenses whether effected by the Insured or not this Policy shall pay only so much for the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.
7. **Forfeiture Of Claims:** If the proposal or declaration of the Insured is untrue in any material respect, or 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 behalf of obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful 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, or in case of an arbitration taking place in pursuance of the relevant condition of this policy, within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
8. **Indemnity:** The Company may at its option reinstate, replace or repair the property or premises cost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the sum insured by the Company thereon.
9. **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 to do so in writing by the

other party. In any case if after receipt of notice in writing requiring the appointment of an arbitrator, no action is taken within two calendar months, the other party shall be at liberty to appoint his own arbitrator. 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 and 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, umpire of the amount of the loss or damage if disputed shall be first obtained.

10. **Contribution:** In the event of any loss, damage, liability or expenses covered by this Policy, there shall be any other insurance covering the same loss, damage, liability or any expenses whether effected by the Insured or not this Policy shall pay only so much for the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.
11. **Observations of Terms and Conditions:** 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 a condition precedent to any liability of the Company to make any payment under this Policy.
12. **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 judgments delivered or obtained in the first instance other than by a Court of competent jurisdiction within the country shown in the Schedule
 - b. Costs and expenses of litigation recovered by any claimant from the Insured, which are not incurred in and recovered within country shown in the Schedule.
13. **Right to inspect the risk:** Representatives of the Company shall have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
14. **Change of Interest:** Nothing contained herein shall give any rights against Company to any person other than the Insured, and the Company will not be bound by any passing of the interest other than death unless and until the Company shall by endorsement hereon declare the insurance to be continued.
15. **Safe And Books Clause:** Warranted that the insured keeps and during the currency of this policy shall

keep a complete set of books, accounts and stock sheets or stock books showing a 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.

This 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 shall not contain explosive or other hazardous commodities.

EXCESSES / DEDUCTIBLES

1. Fire – Earthquake Excess as stated in the policy.
2. Electronic Equipment – 10% of each and every loss, minimum Kes.
3. Burglary and Theft - 10% each and every loss min. Kshs 10,000
4. Business Interruption – Time Excess – 3 days
5. Work Injury Benefit Act (WIBA) -Kes. 5,000/- except funeral expenses.
6. All Risk - 10% each and every loss min. Kshs 10,000/-
7. Employers Liability – Kes. 25,000/- each and every claim
8. Fidelity Guarantee - 10% each and every loss min. Kshs 10,000
9. Goods in Transit - 10% each and every loss min. Kshs 10,000
10. Machinery Breakdown - 10% each and every loss min. Kshs 10,000
11. Political Risks and Terrorism – 10% of each and every loss, minimum Kes. 1,000,000/-