

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

Head Office:

Jubilee Allianz General Insurance (K) Limited,
Sanlam Tower Off Waiyaki Way
P.O.BOX 66257 00800, Nairobi, Kenya.
Call Centre number - +254 709 566 000
Email: talk2us@allianz.com
www.jubilee-allianz.com

**WELCOME TO YOUR PUBLIC LIABILITY INSURANCE
POLICY**

Dear Client,

Thank you for choosing us as your insurer.

This is your policy document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Authorized Officer

Date

IMPORTANT

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please return the document to the Company with your advices for necessary rectification.
2. Any material change affecting the property insured by this Policy must be immediately advised to the Company.
3. In the event of any loss or damage to the insured property, immediate notice should be given to the Company.
4. Should you be dissatisfied by the settlement of any claim under this Policy, you may refer the matter to the Insurance Regulatory Authority who will assist to resolve the matter.

DEFINITIONS

The following words wherever they appear in this Policy shall be deemed to have the same meaning.

Insured

- a. Any person or entity named in the schedule and any declared subsidiary or subsidiaries.
- b. The personal representative of any deceased person entitled to the cover provided by this Policy.

Business

The occupation or trade the Insured engages in as described in the schedule.

Employee

Anyone under a contract of service or apprenticeship with the Insured.

Excess

The first amount of each claim or series of claims arising out of one Occurrence for which the Insured is responsible.

WHEREAS the Insured carrying on the business stated herein and no other for the purpose of this insurance has by a proposal shall be the basis of this contract applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (herein after called the 'Company') for insurance and has paid to the Company premium as consideration;

NOW THIS POLICY WITNESSES that the Company will indemnify the Insured against all sums which the Insured will become legally liable to pay in respect of:-

- a. Accidental death of or bodily injury or disease contracted by any person,
- b. Accidental loss of or damage to material property, occurring through the fault or negligence of the

Insured and in connection with the Insured's business at any time during the Period of Insurance or any subsequent period for which the Company may accept renewal of this Policy.

The Company will in addition pay;

- i. All litigation expenses incurred with the written consent of the Company.
- ii. All costs and expenses of litigation recovered by any claimant against the Insured.

All sums in connection with any occurrence must be incurred with the Company's written consent but shall not exceed the limits indicated in the schedule.

In the event of death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representative(s) in the terms of and subject to the limitations of this Policy, provided that such legal representative(s) shall as if they were the Insured observe, fulfill and be subject to the terms, exclusions and conditions of this Policy in so far as they apply.

EXCEPTIONS

The Company shall not be liable to make any payment under this Policy in respect of;

1. Liability assumed under contract unless such liability would have attached to the Insured in the absence of such contract.
2. Liability in respect of;
 - a. bodily Injury or disease of any person arising out of and in the course of employment by the Insured in the Business.
 - b. damage to:
 - i. Any property belonging to the Insured or in the custody or control of the Insured or any employee of the Insured or
 - ii. That part of any property which the Insured or any employee of the Insured is or has been working on, where the loss or damage results from such work
3. Damage to land, structures, buildings or other property caused by subsidence vibration demolitions or removal or weakening of or interference with the support thereto or liability arising in consequence of such a loss or damage.
4. Death, injury or damage caused directly or indirectly by or arising from;
 - i. defective drains , sewers, or sanitary arrangements
 - ii. pollution, contamination or fumes.

- iii. bursting of boilers or pressure vessels other than those used for domestic purposes.
5. Injury, illness, loss or damage caused or arising from;
 - a. Goods produced, manufactured, assembled, processed, modified, repaired, serviced, altered, labeled, handled, sold or supplied by or through the Insured other than food or drink gratuitously given or supplied for consumption to the Insured's guests.
 - b. Remedial or other advice of treatment given or administered by the Insured or by any person acting on behalf of the Insured or any defect in or error in making up or supplying of any commodity or article manufactured, sold or supplied by the Insured or by any employee or agent of the Insured.
 6. Injury, illness, or damage caused by or arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) , civil war, mutiny, military or popular rising insurrection, rebellion revolution, military or usurped power, martial law, state of siege or engagement in military Naval or Air force operations, or from participation in any Riot or Strike or Civil commotion.
 7. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self sustaining process of nuclear fission.
 - a. Any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
 - b. Liability arising out of operations on the airside of airports/ aerodromes/ airfields such as towing, loading and unloading services, cleaning, passenger services and transport, victualing, air ambulance services.
 - c. Liability arising out of fueling and defueling and aircraft manufacture.
 8. The ownership, possession or use by or on behalf of the Insured of any mechanical propelled vehicle (other than a pedal cycle or lawn mower) or any garden appliances or equipment or trailer or aircraft, watercraft, locomotives, ships vessels except as specified herein arising beyond the limits of any carriage-way or through fare in connection with the loading or unloading of any of the aforesaid conveyances if the Insured is entitled to indemnity under any other compulsory Insurance under any legislation in respect of liability consequent upon such loading or unloading.
 9. Any liability arising out of the operation of passenger lifts or escalators owned by the Insured or for the maintenance of which the Insured is responsible.
 10. Any liability arising out of power driven Cranes, hoists, lifts, or other lifting machinery or appliances carried by or operated by the Insured.
 11. Any liability loss damage or expense directly or indirectly caused by, resulting from, or in connection with any act of terrorism.
 12. Any loss or damage occasioned by or through or in consequence of any Political disturbance Risks.

CONDITIONS

1. Interpretation

This Policy and the Schedule and endorsement 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 its Schedule shall bear the same meaning whenever it may appear.

2. Other Insurances

If at the time of the occurrence of any accident there shall be any other insurance covering the same risk or any part thereof, whether effected by the Insured or not, the Company shall not be liable to pay or contribute more than a ratable proportion of any sum/s payable in respect of such liability, costs, expenses, loss or damage.

3. Reasonable due care

The Insured shall take all reasonable care to prevent accidents maintain his premises plant and everything used in the business in proper repair and employ only competent employees and shall comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

4. Claims Procedure

The Insured shall give notice in writing to the Company as soon as possible after the occurrence of any accident with full details of the injured person or damaged property as the case may be, date and circumstances of the event so far as the same is known.

Notice shall also be given in writing to the Company immediately the Insured or his legal representative shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.

So far as reasonably practical no alteration or repair shall without the consent of the Company be made to any buildings, dwellings, work, machinery, fences or plants after any accident which has occurred in connection therewith until the Company shall have had the opportunity of examining the same.

No admission offer promise or payment shall be made by or on behalf of the Insured without the written

consent of the Company and the Company shall have the discretion to take and retain the absolute conduct and control of any proceedings and may use the name of the Insured in any defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages.

The Insured shall give all such information and assistance as the Company may require.

5. Communication

Every written on this Policy to the Insured shall be sent to the Insured's known address or delivered personally.

Notices and information to the Company must be in writing and sent to the registered office of the Company or its branch office.

6. Alteration

The Insured shall give notice to the Company of any material alteration or change in the circumstances that may take place in the nature of the risk covered and until the Company be advised of such alteration and expressly agrees in writing to accept liability for such altered risk, the Company shall not be liable in respect of any injury or damage due all together in part to any such alteration or circumstances.

7. Cancellation

This Policy may be cancelled at any time at the request of the Insured in which case the Company will retain a premium calculated on pro rata basis for the time this Policy has been in force and provided no claim has arisen during the current Period of Insurance.

This Policy may be cancelled at the option of the Company on fourteen (14) days notice being given in writing to the Insured, in which case the Company shall be liable to return a proportionate part of the premium for the unexpired term of the Policy from the date of such cancellation.

8. Dispute Resolution

- a. For any disputes arising out of this Policy the parties involved shall endeavor to resolve the matter first by negotiation.
- b. The dispute or any issues not resolved by negotiation 30 days after the dispute arising (unless the parties extend that period in writing) may be resolved through a sole mediator jointly appointed by the parties in writing.
- c. Disputes that remain unresolved 60 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed by the parties in writing or, in the absence of an agreement on the choice of arbitrator, the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) will appoint one upon the request of any of the parties.

9. Due Observance

Compliance, observation and fulfillment of the terms of this Policy by the Insured shall be a condition precedent to any liability attaching under this Policy.

10. Jurisdiction Clause

The indemnity provided by this Policy shall apply only in respect of judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Kenya.

ADDITIONAL CLAUSES APPLICABLE TO THIS POICY

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

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

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.