SPECIAL GROUP PERSONAL ACCIDENT

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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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.*
5. *This Policy is not transferable unless as provided for under the Policy.*

WHEREAS the Insured carrying on the Business and no other for the purposes of this Insurance by a proposal and declaration and provision of certain information which shall be the basis of this contract and are deemed to be incorporated herein has applied to the Jubilee Insurance Company of Kenya 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 Insured 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.

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 or expense is not covered by the policy, the burden of proving that such loss 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 70 years.

DEFINITIONS AND PROVISIONS REFERRED TO IN THE POLICY SCHEDULE

EVENT: 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.

RESULTS

COMPENSATION

1 Death
As per the limit specified in the Schedule

2 Permanent Disablement
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).

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. The actual expenses incurred but not exceeding the limit as stated in the Schedule.

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:

1. Compensation for damage in respect of Judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.
2. Costs and expenses and litigation recovered by any claimant from the insured, which are not incurred in and 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 12 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 & 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 striker 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.

7. DUTY & PLEASURE CLAUSE

It is hereby declared and agreed this insurance is extended to provide cover irrespective of whether the insured person (s) is/are on duty or off-duty provided that peril causing the accidental bodily injury as defined is not an excluded risk.

8. TRUSTEE CLAUSE

It is hereby declared and agreed that any benefit payable under this policy in respect of death or permanent disablement of the lives assured shall be payable to the insured who shall hold such benefit paid to them in trust for lives assured.

9. DOUBLE BENEFIT EXTENSION

Claims are payable under both permanent total disablement and temporary total disablement subject to maximum benefits under each category under the policy.

10. MOTOR CYCLING CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in exclusion (C) to the contrary, this policy is extended to cover Motor Cycling upto 250cc.

11. DEFINITION OF EARNINGS

It is hereby declared and agreed that Earnings as used under this policy shall be deemed to mean salary, and allowances of a constant nature.

12. CANCELLATION NOTICE

It is hereby declared and agreed that the cancellation notice is noted as 30 days.

13. OCUPATIONAL DISEASES COVER CLAUSE

It is hereby declared and understood that notwithstanding anything contained in this policy to the contrary, cover under the policy is extended to include bodily injury by occupational disease arising out of and in the course of employment by the Insured in the Business of the Insured, for which a claim shall first be made and reported to the Company during the period of insurance.

14. FUNERAL EXPENSES CLAUSE

It is hereby declared and understood that notwithstanding anything contained in this policy to the contrary, the indemnity provided by this policy includes funeral expenses incurred by the insured in the event of death of an employee as a result of an accident or disease as defined in the WIBA Act, subject to the maximum amount stated in the policy schedule.

15. 24 HOUR COVER DUTY & PLEASURE WORLDWIDE CLAUSE

It is hereby declared and agreed this insurance is extended to provide cover irrespective of whether the employee(s) is/are on duty or off-duty worldwide provided that the peril causing the accidental bodily injury or disease as defined is not an excluded risk, and that the contract of employment for the employee(s) is/are made in Kenya and subject to Kenyan Laws.

Subject otherwise to the terms and conditions of the policy.

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:

(h) One arm or hand.. 60%

(i) One thumb 20%

(j) One index finger...15%
(k) Any other finger..10%
(l) Complete loss of use of shoulder or elbow....................................25%
(m) Complete loss of use of wrist..20%

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 5 Centimetres of a leg...................................... 15%

PROVIDED ALWAYS THAT

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.

THE SCHEDULE

CLAUSES ATTACHING TO AND FORMING PART OF THIS POLICY

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Insurance shall exclude Nuclear Energy Risks. For all purposes of this exclusion Nuclear Energy Risks shall mean all Property on the site of a nuclear power station:

1. Nuclear Reactors, reactor building and plant and equipment therein on any site other than a nuclear power station.

2. all Property, or any site (including but not limited to the sites referred to in.1 above) used or having been used for:
   -.the generation of nuclear energy or
   -.the production, use or storage of nuclear material.

3. any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that Pool and/or Association.

4. the supply of goods and services to any of the sites, described in.1 to 3 above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, Nuclear Energy Risks shall not include:

5. any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in 1 to 3 above (including contractors' plant and equipment) and/or

6. any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of 5 above.

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

7. The provision of any insurance or reinsurance whatsoever in respect of:

-nuclear Material;
-any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material of for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

8. The provision of any insurance or reinsurance for the under noted perils:

fire, lightning, explosion;
earthquake;
aircraft and other aerial devices or articles dropped therefrom;
irradiation and radioactive contamination;
any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

Definitions:

"Nuclear Material" means nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other materials; and

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not included radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:
any Nuclear Reactor;
any factory using nuclear fuel for the production of Nuclear Material, or any factory using nuclear fuel for the processing of Nuclear Material, including any factory using nuclear fuel for the reprocessing of irradiated nuclear fuel; and
any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, use or storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:
in respect of Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
in respect of non-reactor Nuclear Installations, any area where the level or radioactivity requires the provision of a biological shield.

Additional Nuclear Exclusions

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Agreement does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss Nuclear Material, Nuclear Fission or Fusion, Nuclear Radiation, Nuclear Waste from the use of Nuclear Fuels, Nuclear Explosives or any Nuclear Weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions:

"Nuclear material" as defined in NMA 1975 (A)

"Nuclear fission" means a nuclear reaction in which a heavy nucleas splits spontaneously or on impact with another particle with the release of energy.

"Nuclear fusion" means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleas with the release of energy.

"Nuclear radiation" means the absorption of electro-magnetic radiation by a nucleas having a magnetic moment when in an external magnetic field.

"Nuclear waste" as defined in NMA 1975 (A)

"Nuclear fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

"Nuclear explosives" means an explosive involving the release of energy by nuclear fission or fusion or both.

"Nuclear weapon" means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

COMPUTER GENERAL LOSS CLAUSE

General Exclusion applicable to all sections of this Cover insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any provision of this Agreement including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Agreement does not cover:

1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

2. any legal liability of whatsoever nature;

3. any consequential loss;
directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all,

4. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive, or respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or;

5. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date or;

6. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes;

7. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

Special Extension to the above General Exclusion

8. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in 9 below is not excluded by this General Exclusion.

9. The special perils that are not excluded for the purpose of this special extension are damage caused by:
9.1storm, wind, water, hail or snow excluding damage to property
9.1.1 arising from its undergoing any process necessarily involving the use or application of water;
9.1.2 caused by tidal wave originating from earthquake or volcanic eruption;
9.1.3 in the underground workings of any mine;
9.1.4 in the open (other than buildings structures and plant designed to exist or operate in the open);
9.1.5 any structure not completely roofed;
9.1.6 being retaining walls;
9.2.aircraft and other aerial devices or articles dropped therefrom;
9.3 impact by animals, trees, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

10. The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Agreement to the extent that such consequential loss results from damage to insured property by the perils referred to in 8 above.

11. This Special Extension will not cover any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.

ASBESTOS EXCLUSION

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, by the hazardous nature of asbestos in whatever form or quantity.