
WORK INJURY BENEFITS ACT INSURANCE POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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WORK INJURY BENEFITS ACT INSURANCE POLICY

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance by a written application or proposal shall be the basis of this contract and be deemed to be incorporated herein) has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if any insured employee in the Insured's immediate service shall sustain bodily injury by accident or disease arising out of and in the course of employment by the Insured in the Business described in the Schedule for which a claim shall first be made against the Insured and reported to the Company during the Period of Insurance.

THE COMPANY WILL subject to the Jurisdiction Clause and the other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy), indemnify the Insured against liability under the Work Injury Benefits Act stated in the Schedule to pay compensation in respect of such injury, disease or death.

THE COMPANY WILL ALSO in the event of the death of the Insured employee indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

Authorized Officer

Date

PROVIDED ALWAYS that in the event of any change in the Work Injury Benefits Act or the substitution of other legislation therefore during the Period of Insurance this Policy shall remain in force subject to the Insured providing revised estimated earnings and paying additional premium as appropriate and in the event of the Insured's failure to provide such estimated earnings the liability of the Company in respect of the Insured's liability under such Law(s) shall be limited to such sums as the Company would have been liable to pay if the Work Injury Benefits Act had remained unaltered.

MEMORANDA ATTACHING TO AND FORMING PART OF THIS POLICY

A. PROVISOS JURISDICTION CLAUSE

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

MEDICAL EXPENSES

The indemnity provided by this Policy includes all medical expenses as defined in the Act, incurred as a result of an accident or disease which entitles the employee to compensation under the provisions of this Policy subject to the maximum amount stated in the Schedule.

FUNERAL EXPENSES

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 Act subject to the maximum amount stated in the Schedule.

B. EXCEPTIONS

The Company shall not be liable in respect of;

- a. Any liability not provided for in the Work Injury Benefits Act stated in the Schedule;
- b. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- c. Any injury by accident or disease sustained outside the Geo-graphical Area by any employee whose contract of service is not made in Kenya and not subject to the Laws of Kenya;
- d. Any injury by accident or disease sustained by any employee who is below the age of sixteen years;
- e. Any injury caused or contributed to directly or indirectly by deliberate and wilful misconduct of the employee;
- f. Any liability arising out of any court proceedings;
- g. Any liability arising out of pre-existing medical conditions unless the same has been declared;
- h. Any sum which the Insured would have been entitled to recover from any party but which cannot be recovered due to an agreement between the Insured and such party;
- i. Any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by

the Company and endorsed in the Policy;

- j. Any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. (For the purpose of this provision, "terrorism" shall mean an act, including but not limited to the use of violence or force and/or the threat thereof, whether harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) or any 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;

The following diseases or by whatever other name they may be referred to

- i. Pneumoconiosis
- ii. Asbestosis
- iii. Silicosis
- iv. Byssinosis
- v. Any disease which may be brought within the provisions of the Work Injury Benefits Act specified in the Second Schedule by exercise of powers conferred by any provision therein;

Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i. Nuclear weapons material
- ii. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

C. CONDITIONS

1. Specific Meaning of Words – This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Conditions Precedent to Com – The due observance and fulfilment of the Terms of this Policy in so far as they relate to the Insured's liability anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. Notices and Communications – Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. Requirement of Insured to observe – The Insured shall

take reasonable precautions to prevent accidents and disease and serve statutory obligations shall comply with all statutory obligations in the conduct of the Business.

5. Notification of all possible oc- In the event of any occurrence which may give rise to a claim under this Policy the currences and co-operation by Insured shall immediately give notice thereof to the Company with full particulars as Insured specified in the Act. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
6. Requirement of Insured not to No admission offer promise or payment shall be made by or on behalf of the Admit Liability insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence 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 all such information and assistance as the Company may require.
7. Double Insurance – If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
8. Premium Conditions & Wag – The first premium and all renewal premiums that may be accepted are to be regulates Declarations by the Insured by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance duly certified by the Insured's then auditors within three months from the expiry date of such Period of Insurance.

If the amount so paid shall differ from the amount on which premium has been paid the difference shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but such refund by the Company shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance. If the Insured shall not have supplied to the Company with the audited account of all wages salaries and other earnings paid within the aforesaid Period, the Company shall be entitled to twenty-five (25%) percent additional premium of the deposit paid for that period. The Company shall not be bound by any premium receipt unless given on the

printed official receipt form.

Where this Policy is void or the benefit hereunder is forfeited the premium paid in respect hereof will be retained by the Company. The Insured shall supply a fresh declaration of wages at the commencement of each Period of Insurance.

9. Alteration of Policy Terms – No alteration in the terms of this Policy and no endorsements hereon or additions hereto shall be valid unless they are made and signed at a registered office of the Company.
10. Cancellation of Policy The Company may cancel this policy by sending seven days notice in writing to the insured. The notice shall be deemed to have been received by the Insured if it is delivered by hand to the insured's offices or on completion of transmission if it is sent by telex or facsimile. Where the notice is sent by Post, it will be deemed to have been received after three days with effect from the date of posting to the insured's last known address. In such event the Company will return to the insured the premium paid less the pro rata portion thereof for the period of insurance the policy has been in force (provided no claim has arisen during the period). The policy may be cancelled at any time by the insured and (provided no claim has arisen during the current period of Insurance) the insured shall be entitled to the difference (if any) between the premium paid and premium calculated at the Company's short period rates for the period of Insurance the policy has been in force.
11. Arbitration of Disputes under this Policy – 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 difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured 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.

D. WARRANTIES

i. Records Warranty

WARRANTED that the insured shall at all times keep full and proper records of all employees including details of:

- a. Their full names and national identity card number, passports or any other acceptable form of identity;
- b. The date and the time of engagement;

- c. Their salaries wages or earnings and, such records shall be retained for a period of not less than six (6) years as required by the Act.

ii. Safety and Health Committees Warranty

It is hereby warranted that the insured shall in accordance with Legal Notice No L.N. 31 of 2004 establish Safety and Health Committees at all workplaces employing twenty or more per-sons.

It is further warranted that no claim shall be paid unless the Committee authenticates the occurrence of the accident in a report. The report must contain the details of injuries, time and date of accident plus the details of first aid or emergency treat-ment. The insured must keep proper records of minutes of the Committee meetings and of all accidents and injuries during the currency of the cover.

iii. Statutory Requirements

It is hereby warranted that the insured shall comply with all Statutory requirements.

iv. Transportation of Workers Clause

The indemnity provided by this Policy shall apply to transporta-tion of employees in vehicle(s) owned or hired by the Insured to and from their officially designated places of work and only in the course of their employment and/or (if applicable under the Schedule) to and from social recreational and sporting activities and whilst participating in such activities organised by or on behalf of the Insured. PROVIDED that such vehicle(s) conform to the requirements of the Traffic Act CAP 403 of the Law(s) of Kenya.

v. Warranty 132

In consideration of employees described in Schedule being workmen within the meaning of the WIBA (Law(s) specified in the Schedule it is hereby agreed that any limitations in amount of compensation specified in the WIBA Law(s) specified in the schedule relating to Death and Permanent Incapacity re-spectively shall not apply to any compensation payable in respect of such employee but the total liability of the Company in respect of any one such employee shall not exceed ninety six months' earnings of the employee.The Company shall not be liable under this Endorsement in respect of any accident to any person whilst in the course of travelling by air otherwise than as a fare paying passenger on a regular air line.Subject otherwise to the terms, provisions and conditions of this Policy.

vi. Health & Safety Warranty

It is hereby warranted that the insured shall in accordance with legal Notice no L.R 31 of 2004 establish safety and health committees at all workplaces employing twenty or more per-sons.It is further warranted that no claim shall be paid unless the safety & health committee authenticates the occurrence of the accident in a report. The report must contain the details of injuries, time and date of accident plus the details of first aid or emergency

treatment. The insured must keep proper records of the committee meetings and of all accidents and injuries during the currency of the cover.

vii. Political Risks Exclusion Clause

(Association of Kenyan Insurers Market Agreed Wording) Notwith-standing 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1.1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war or declared or not), civil war;

1.1.2 Permanent or temporary dispossession resulting from con-fiscations, commandeering or requisition by any lawfully constituted authority;

1.1.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, 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;

1.1.4 Any act of terrorism

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 group(s) of persons, whether act-ing alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement 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, suppress-ing or in any way relating to points (1.1.1), (1.1.2), and/ or (1.1.4) above. If the Insured alleges 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.

viii. Strike, Riot and Civil Commotion

It is agreed and understood that otherwise subject to the terms, exclu-sions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra pre-mium, this policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorse-ment shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out

- or not) not being an occurrence mentioned in Condition 2 of the Special Conditions hereof,
- 2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- 3. the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out,
- 4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that is hereby further expressly agreed and declared that

- a. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
- b. the following Special Conditions shall apply only to the insurance granted by this extension and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this endorsement had not been made thereon.

ix. Asbestos Exclusion

It is hereby understood and agreed that this contract 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, the hazardous nature of asbestos in whatever form or quantity.

x. Computer General Loss

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

This Contract does not cover:-

- a. loss or destruction of or damage to any property whatsoever (including a computer) or an loss or expense whatsoever resulting or arising therefrom;
- b. any legal liability of whatsoever nature;
- c. 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.
- I. To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive, or to 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
- II. to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command which caused 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

- III. 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 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 unauthorized code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

xi. Electronic Date Recognition Clause

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not;
- b. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

xii. Terrorism Exclusion Clause

The insurance provided under this Policy shall not apply to the following:-

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion, a "Terrorist Activity" shall mean any deliberate, unlawful act that:

- 1. is declared by any authorized government official to be or to involve terrorism, terrorist activity or acts of terrorism; or
- 2. includes, involves, or is associated with the use

or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to

- a. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator; or
 - b. influence, disrupt or interfere with any government related operations, activities or policies; or
 - c. intimidate, coerce or frighten the general public or any segment of the general public; or
 - d. disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- a. hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - b. hostage taking or kidnapping;
 - c. the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - d. the use of any bomb, incendiary device, explosive or fire-arm;

xiii. 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 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 include 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 of 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.

xiv. 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 publicly 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.

xv. 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.

xvi. 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.

Definitions:

“Nuclear material” as defined in NMA 1975 (A).

“Nuclear fission” means a nuclear reaction in which a heavy nu-cleas splits spontaneously or on impact with another particle with the release of energy.

“Nuclear fusion” means a nuclear reaction in which atomic nu-clei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of electro-magnetic radiation by a nucleus 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 dam-age.

xvii.Full Premium Payment Clause

Not withstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity provided by this policy will only apply on payment of full premium to the Company in accordance with the provisions of Section 156 of the Insurance Act Cap 487 failure to which cover lapses. Subject otherwise to the terms conditions limitations and exceptions of the policy.