

**JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED**

**Head Office:**

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**WELCOME TO YOUR DOMESTIC PACKAGE  
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.

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**Authorized Officer**

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

WHEREAS the Insured by a proposal which shall be the basis of this contract has applied to JUBILEE ALLIANZ GENERAL INSURANCE (K) LTD (herein after called the Company) and paid premium as consideration for the insurance herein contained;

NOW THIS POLICY WITNESSES that if at any time during the stated Period of Insurance or during any other period for which the Company may accept payment for the renewal of this Policy, then the Company will subject to the terms of the Policy indemnify the Insured as hereinafter provided.

### Insured Value

The Sum Insured will be maintained under the Sections as follows:

#### Section A – Buildings

The replacement value of the property Insured.

#### Section B – Contents

The replacement value of the property Insured as described under basis of settlement below.

The liability of the Company under Sections A and B in respect of loss or damage shall be limited to the Sum Insured on each item under the respective sections.

### Basis of Settlement

The basis of settlement of claims under the Sections will be-

#### Under Section A

Replacement value of the property. The Company may at its option make payment, reinstate, or repair the property damaged or destroyed.

#### Under Section B

Replacement value less a reasonable deduction for depreciation, wear and tear. The Company may at its option make payment replace, reinstate or repair the property damaged, stolen or destroyed.

### DEFINITIONS

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

#### Buildings

The residential premises including but not limited to landlords fixtures and fittings and the following, in so far as they form part of the property; walls, gates, fences, terraces, patios, drives, paths, carports, garages and outbuildings.

#### Contents

Household goods, personal effects, including but not limited to valuables, furniture, fixtures and fittings (including interior decorations) all belonging to the Insured or a member of his household.

#### Domestic Staff

A person employed by the Insured to carry out domestic duties associated with the residential premises.

#### Home

The private dwelling used for domestic purposes only, all at the situation of premises shown in the schedule.

#### Members of the Insured's Household

Persons normally residing in the premises described in the schedule.

#### Unoccupied Under Section A:

A private dwelling that has been left uninhabited for more than 30 consecutive days.

#### Unoccupied Under Section B:

A home that has been left uninhabited for more than consecutive days.

#### Valuables

Articles of value including but not limited to jewelry, metals, watches photographic equipment, binoculars, paintings and other works of art, radio televisions other audio or video and /or computer equipment, collections of stamps, coins and medals.

#### Outbuildings

Servants' quarters, garages sheds and any other buildings which do not form part of the main building but are used for domestic purposes.

## Personal Effects

Whenever the term Personal Effects is used in this Policy it shall be deemed to mean:

- a. Clothing
- b. Luggage containers and briefcases
- c. Jewelry, trinkets and toilet requisites
- d. Other items of strictly personal nature generally worn used or carried.

## Excess

The amount the Insured must bear as first part of every claim made.

## SECTION A – BUILDINGS

### Property Insured

The residence being a private dwelling house or private flat shown in the Schedule including domestic outbuildings (hereinafter referred to as “the Buildings”). Unless otherwise stated the Buildings are built of brick stone or tile concrete or metal roofs. The Insured will be indemnified against damage to the Property Insured caused by the following Perils: -

1. Fire, Lightning, Thunderstorm, Earthquake or Volcanic Eruption (including Flood or Overflow of the Sea occasioned thereby) or Underground Fire, Subsidence or landslide.
2. Explosion
3. Riot, Strike and Civil Commotion which for the purpose of this Policy shall mean: -
  - a. The act of any person taking part together with others in any disturbance of the public peace, not being an excluded peril contained in the exceptions hereto.
  - b. The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequences of any such disturbance.
  - c. The act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
  - d. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.
4. Malicious Damage caused by any person other than a member of the Insured's household.
5. Aircraft or other Aerial Device or any article dropped there from.

6. Bursting or overflowing or escape of water from tanks, pipes and other apparatus excluding:
  - a. Damage to the items themselves unless an Insured cause or cover is operative
  - b. Loss or damage whilst the Buildings are left unoccupied for more than 30 days.
7. Theft accompanied by actual forcible and violent break-in into or out of the Buildings or any attempt thereat but excluding loss or damage occurring whilst the Buildings are left unoccupied for more than 30 consecutive days. The premises shall not be deemed occupied where a person only inhabits servants' quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied premises.
8. Impact with the Buildings by any:
  - a. Any vehicle or animal.
  - b. Falling Trees, or branches but excluding loss or damage caused during tree felling or lopping by the Insured.
  - c. Aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles or pylons.
9. Wind, Storm, or Tempest (including Floods and overflow of the Sea occasioned thereby) excluding:
  - d. Damage caused by Storm or tempest as regards any Buildings in course of construction, reconstruction or repair (unless all outside doors, windows and other openings are complete and protected against such perils)
  - e. Damage to awnings, signs external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences. AND IN ADDITION
10. Additional expense of alternative accommodation and loss of rent.

In the event of the Buildings being rendered uninhabitable by any of the Perils specified above the Company will indemnify the Insured against: -

- a. Reasonable additional expense for alternative accommodation
- b. Loss of rent payable to the Insured actually incurred during the period necessary for reinstatement of the Buildings.
- c. PROVIDED that the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured unless a specific amount is insured for this extension.

The Insured shall be responsible for the first KES.10,000/- of each and every loss under this section.

## EXCEPTIONS RELATING TO BUILDINGS

The Insurer shall not be Liable in respect of: -

- A. Fire, Explosion, Malicious Damage, Riot and Strike, any accident, loss, damage, expense, liability occasioned by or through in consequence directly or indirectly of any person acting on behalf of or in connection with any organization with activities directed towards overthrow by force of the Government de jure, de facto or to the influencing of it by terrorism or violence.
- B. Any accident, loss, damage expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition, destruction of or damage to the Buildings or the contents by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the Buildings are situated, except as provided for under Riot, Strike and Civil Commotion cover (peril 3 above)
- C. Consequential loss of any kind except Additional expense of alternative accommodation or loss of rent as provided in BENEFIT 10 above.

## SECTION B – CONTENTS

### Property Insured

The Contents of the residence being a private dwelling house or private flat shown in the Schedule consisting of Furniture, Household Goods and Personal Effects of every description, the property of the Insured or any member of his household and Fixtures and Fittings, the Insured's own or for which he is legally responsible.

No one article (furniture excepted) shall be deemed of greater value than 5% of the Total Sum Insured on the Contents unless such article is specifically insured.

The total value of platinum, gold and silver articles, jewelry shall not exceed one third of the Total Sum Insured on Contents unless specifically insured.

The Insured will be indemnified against loss of or damage to the property insured caused by the following perils: -

- 1. Fire, Lightning, Thunderstorm, Earthquake or Volcanic Eruption or Underground Fire, Subsidence or landslip.
- 2. Explosion.
- 3. Riot, Strike and Civil Commotion which for the purpose of the Policy shall mean: -
  - a. 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 hereto
  - b. 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

- c. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- d. 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.
- 4. Malicious Damage caused by any person other than a member of the Insured's household.
- 5. Aircraft or Other Aerial Device or any article dropped there from.
- 6. Damage caused by Bursting or Overflowing or Escape of water from pipes or other apparatus (Excluding damage caused thereto)
- 7. Theft
  - a. Theft accompanied by actual forcible and violent breaking into or out of the Buildings or any attempt thereat
  - b. Theft in any other circumstances but excluding;
    - i. Theft whilst the Buildings or any part thereof are leased, let or sub- let
    - ii. Theft from any outbuilding not directly communicating with the private dwelling house or private flat mentioned in the Schedule or from any verandah thereto
    - iii. Theft occurring whilst the Insured's private dwelling house has been left unoccupied for more than 7 consecutive days .The premises shall not be deemed occupied where a person only inhabits servants' quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied premises.
- 8. Impact to the Contents by;
  - a. Any vehicle or animal
  - b. Falling trees or branches but excluding; Loss or damage caused during tree felling or lopping.
  - c. Aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles or pylons
- 9. Wind, Storm or Tempest, (including Floods Overflow of the sea occasioned thereby).
- 10. The Insured shall bear the first KES. 10,000/= of each and every loss under this section.

## Property Not Insured

1. Property more specifically insured under any other Policy.
2. Deeds, bonds, bills of exchange, promissory notes, cheques, travelers cheques, securities for money, stamps, documents of any kind, cash currency notes, manuscripts, medals, coins, motor vehicles and accessories and Livestock unless specially mentioned herein.
3. Any part of the structure or ceilings of the Buildings, wallpapers and the like or external television and radio antennae, aerial fittings masts and towers.
4. Property outside the territorial limits.

## EXTENSIONS UNDER SECTION B (CONTENTS)

1. Loss of or damage to buildings and Landlord's Fixtures and Fittings This Policy extends to insure against loss of or damage to the Buildings mentioned in the Schedule and /or Landlord's Fixtures and Fittings therein for which the Insured is legally responsible as tenant. However, this indemnity excludes the first KES. 10,000/= of each and every loss and shall not exceed in the aggregate 10% of the Total Sum Insured under the section.
2. Temporary Removal

This Policy extends to cover the contents specified in the Schedule if they are not otherwise insured within the Policy Territorial Limits.

- a. Against the perils 1 - 9 set out above whilst;
  - i. In any Private Residence, Hotel, Inn, Boarding House, Club, Nursing Home, Hospital or School in which the Insured or member of the Insured's household normally residing with the Insured may be temporarily residing at the time of loss or damage.
  - ii. Deposited for Safe Custody in any Bank or Safe Deposit.
- b. Against the perils of Fire ,Lightning, Explosion and Theft accompanied by Actual Forcible and Violent breaking into or out of the Buildings or any attempt thereat, whilst;
  - i. In any laundry or other trade premises for the purpose of alteration, renovation, repair, cleaning or dyeing or whilst in any furniture depository.
  - ii. In any office, business or trade premises where the Insured or any member of the Insured's household normally residing with the Insured is working.
- c. Against perils of Fire Lightning and Explosion whilst temporarily elsewhere but within the territorial limits specified in the Policy.

3. Additional Expense of Alternative accommodation and Loss of Rent; In the event of the Buildings being rendered uninhabitable by any of the perils specified above this Policy extend to indemnify the Insured against:

- a. Reasonable additional expense for alternative accommodation.
- b. Loss of rent payable by the Insured actually incurred during the period necessary for the reinstatement of the Buildings.

## EXCEPTIONS RELATING TO CONTENTS

The Insurer shall not be liable in respect of: -

- A. Perils (2) and (3) above, any act of any person acting on behalf of or connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influence of it by terrorism or violence.
- B. Any accident loss, damage, expense, Liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering requisition or destruction of or damage to the Buildings or the contents by order of the Government de jure or de facto or any public, municipal or local Authority of the country or area in which the Buildings are situated except as provided for under Peril (3) above only.
- C. Consequential loss of any kind except as provided in Extension No.3 above

## SECTION C – ALL RISKS

The Insurer agrees, subject to the terms contained herein or endorsed hereon, to indemnify the Insured against Loss of or Damage to the Property Insured by any cause (other than as stated in the exceptions) occurring during the Period of Insurance.

The Insurer may at its own option repair, reinstate or replace any such property lost or damaged or may pay in cash in lieu of the amount of the loss or damage.

Provided that the liability of the Insurer shall not exceed the Sum Insured on each item of the property insured under this Section or in the whole the Total Sum Insured.

## EXCEPTIONS TO SECTION C

The Insurer will not be liable under this Section for loss or damage;

- a. Arising from wear and tear, depreciation gradual deterioration, moth, vermin, insects, inherent vice, rust or atmospheric conditions or action of light.
- b. Arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects
- c. 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 or its being worked upon.

- d. Occurring outside the territorial limits.
- e. Due to theft or attempted theft by any member of the Insured's household
- f. Property in transit unless accompanied by the Insured or any member of his household.
- g. Breaking of Articles of brittle nature (other than lenses)
- h. Damage to sporting equipment whilst in course of play unless the loss is caused by fire or theft or accident.
- i. Theft of property from a motor vehicle unless the property is contained in a locked vehicle and provided that utmost precaution has been taken to protect the property from exposure of loss.
- j. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.
- k. Loss of cash, currency, bank notes or securities of any kind, stamps, coupons, bonds, title deeds, manuscripts, negotiable instruments or credit cards.
- l. Consequential loss of any kind or description.
- m. Loss or damage due to or arising out of delay confiscation or detention by Customs or other Officials or Authorities.

Provided the Insured shall be responsible for the first KES 10,000/= of each and every loss.

#### **Memorandum 1: Valuation of Jewelry & Related Valuables**

The Company shall not be liable for loss or damage to Jewelry and related valuables whose individual value exceeds KES: 50,000/= unless a valuation report from Professional Jeweler has been provided to the Company.

#### **Memorandum 2: Pairs and Sets Clause**

Where any item forming part of a pair or set is lost or damaged and a matching replacement is unavailable, the Company will pay for the value of the whole set subject to the Insured surrendering the remaining item.

The Company will however only pay for the lost or damaged item where utility of the remaining item/s in the pair or set continues the loss of the item(s) notwithstanding.

### **SECTION D – WORK INJURY BENEFITS COVER**

In the event of death of or bodily injury or disease to any domestic employee occurring during the currency of the Policy and arising out of and in the course of employment, the Company will compensate for claims

including costs and expenses which the Insured will become liable to pay at law including payment under the Work Injury Benefits Act 2007 as set out here below:

#### **Act Limits**

**Death:** 96 months earnings subject to the set limits

**Permanent Total Disablement:** As per WIBA but subject to the limits of liability

**Temporary Total Disablement:** As per WIBA Act 2007 subject to twelve months earnings.

**Medical Expenses:** KES 100,000/= per employee per claim Subject to an excess of KES. 5,000/=

**Funeral Expenses:** KES 30,000/= per deceased employee.

#### **Employer's Liability Cover**

In the event of death of or bodily injury or disease to any domestic employee occurring during the currency of the Policy and or arising in the course of employment, the Company will compensate for the claims including costs and expenses which the Insured will become liable to pay at Common Law as set out below:

#### **Limits of Cover (Select Option)**

| EVENT                                                                                                                                                                                  | RESULTS  | COMPENSATION                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------|
| Bodily injury caused solely by violent, accidental, external and visible means which injury shall independently of any other cause be the direct and sole cause of any of the Results. | 1. Death | 1. As per the limit specified in the Schedule. |

Option A

Option B

Any one person KES. 2,000,000/- KES. 4,000,000/-

Any one KES 10,000,000/- KES. 15,000,000/-  
Occurrence

Any one year KES 20,000,000/- KES. 30,000,000/-

Subject to deductible of KES.10,000/-each and every claim



In the event of the death of the Insured, the Insurer will, in respect of the liability incurred, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms Conditions and Exceptions of this Policy so far as they can apply.

Provided always that in the event of any change in the Work Injury Benefit Act Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Insurer in respect of the Insured's liability under such Law(s) shall be limited to such sums as the insurer would have been liable to pay if the Work Injury Benefit Act Law(s) had remained unaltered.

## **EXCEPTIONS**

The Insurer shall not be liable under this Section in respect of

- a. Any liability of the Insured which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- b. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

## **SECTION E – OWNER'S LIABILITY**

Subject to the Jurisdiction Clause and the terms of this Policy the Insurer will indemnify the Insured against all sums that the Insured shall become legally liable to pay as owner for damages arising from and in connection with: -

- a. Accidental bodily injury (including illness) to any person other than a member of the Insured's household or a person in his service at the time of the occurrence giving rise to the injury or
- b. Accidental loss of or damage to property not belonging to or in the custody or control of the Insured or a member of his household or a person in his service occurring on or about the Residence during the currency of the Policy for which the Insured may be legally liable as owner (not as occupier) of the said premises for any one claim or series of claims arising out of one event excluding any liability arising from:-
  - i. Any business or profession or the use vehicles.
  - ii. Any liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

In addition, in respect of a claim to which the indemnity expressed in this section applies, the Insurer will pay:

- i. All costs and expenses recovered by any claimant from the Insured.
- ii. All costs and expenses incurred with the written consent of the Insurer.

In the event of the death of the Insured, the Insurer will, in respect of liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were Insured observe, fulfill and be subject to the Terms of the Policy so far as they can apply.

For the purpose of this item, the expression "the Insured" shall be deemed to include the Insured and the members of his household.

## **SECTION F – OCCUPYER'S AND PERSONAL LIABILITY**

Subject to the Jurisdiction Clause and the other terms, conditions and exceptions of this Policy the Insurer will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages arising from and in connection with:

- a. Accidental bodily injury (including illness) to any person other than a member of the Insured's household or a person in his service at the time of the occurrence giving rise to the injury or
- b. Accidental loss of or damage to property not belonging to or in the custody or control of the Insured or of a member of his household or a person in his service, occurring during the currency of the Policy anywhere in Kenya for which the Insured may be legally liable (the Insurers liability shall not exceed the amount specified in the schedule any one claim or series of claims arising out one event) excluding: -
  - i. Sports involving the use of mechanical power or from the possession or use of vehicles (other than pedal cycles perambulators and children's toys), motorcycles, aircraft, locomotives boats (other than hand propelled craft) animals (other than domestic dogs, cats and horses) or firearms.
  - ii. Any business, trade or profession or the ownership or occupation of any land or building (other than the occupation of a private dwelling house as a tenant but not as owner).
  - iii. Any agreement entered into by the Insured unless liability would have attached to the Insured in the absence of the agreement.
  - iv. The use of vehicles.

In addition the Company will pay all costs and expenses recovered from the Insured by any claimant and/or incurred with written consent of the Insurer in contesting any claim.

The Company agrees in terms of and subject to the limitations of this Section to indemnify any member of the Insured's (or in the event of the death of any person entitled to indemnity under this part of the Policy

his personal representative) provided that such person shall as though he were the Insured observe, fulfill and be subject to the terms in this Section so far as they can apply.

## GENERAL EXCEPTIONS APPLICABLE TO THE POLICY

The Company shall not be liable in respect of: -

1. Any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of:
  - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
  - b. Mutiny, civil commotion assuming the proportions of, or amounting to a popular rising, military rising, insurrection rebellion, revolution, military or usurped power
  - c. As regards Perils 1, 2 and 3 of Section A and B any act of any person on behalf of or in connection with any Organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
2. Except as provided for under Peril No. 3 of Section A and Section B any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage by order of the Government de jure or de facto or any public, municipal or local authority.
3. Any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
  - a. Nuclear weapons material
  - b. Ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception Combustion shall include any self-sustaining process of nuclear fission.
4. Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
5. 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, regardless of any other cost contributing concurrently or in any other sequence to loss, damage or expense.
6. Any loss or damage occasioned by or through or in consequence of any Political disturbance Risks.

## GENERAL CONDITIONS TO THE POLICY

### 1. Interpretation

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 of the schedule

shall bear such meaning wherever it may appear.

### 2. Material Disclosure

If there shall be any misrepresentation, or non-disclosure of a material fact supplied by the Insured on the proposal or declaration or otherwise this Policy shall be null and void. Any changes affecting this insurance including any period when the residence will be left unoccupied must be communicated to the Insurers and alterations endorsed accordingly.

### 3. Duty of Care

The Insured shall take all reasonable precautions to avoid injury, loss or damage and safeguard all property from loss or damage, and maintain the property in a good state of repair.

### 4. Claims Procedures On all claims;

Upon the happening of any event that may give rise to a claim under the Policy the Insured or his representative shall;

- i. Give immediate notice to the Company
- ii. Make a report to the Police if the loss or damage is caused by fire, theft, malice, riot and /or strike or vandalism
- iii. Give to the Insurer full particulars of the claim in writing and all the supporting information, documents and evidence of the claim in the form required by the Insurer
- iv. Protect the property from any further damage and not abandon the property which is subject of damage or loss.

### On Liability claims;

- i. The Insured shall upon receipt of any letter writ summons and/or any other communication immediately forward the same to the Insurer.
- ii. The Insured shall notify of any prosecution, inquest or fatal enquiry to the Insurer immediately he has knowledge.
- iii. No one without the written consent of the Insurer shall make any admission, offer or promise of payment.
- iv. The Insurer shall be entitled:
  - a. To conduct and to control fully the defense or settlement of any claim.
  - b. To prosecute for its own benefit in the name of the Insured or any Insured person any claim for indemnity or damages.

### 5. Fraudulent Claims

If the Insured or his representative shall make a claim knowing the same to be fraudulent the claim shall not be payable. The Company may further refer this matter to the relevant law enforcement authorities.

### 6. Other Insurances

If at the time of any claim arising out of the Policy, there



shall be any other Insurance covering the same risk against loss or damage the Company shall not be liable for more than its rateable proportion.

## **7. Subrogation**

The Company may at its own expense use legal means in the name of the Insured for recovery of any property lost or its value and the Insured shall give all reasonable assistance for that purpose. Upon settlement or making good any loss or damage under the Policy the Company shall be entitled to any property recovered.

## **8. Transfer of Rights/Assignment**

Nothing contained herein unless otherwise expressly stated; shall give any rights against the Insurer to any person other than the Insured, his executors or administrators, and the insurer will not be bound by any passing of the interest otherwise than by death or operation of law, unless and until the Insurer shall by endorsement declare the Insurance to be continued.

## **9. Underinsurance**

If a claim recoverable under this Policy occurs whilst the value of the property is higher than the Insured value, the Insured shall bear a rateable proportion of the loss. Every item of the schedule shall be separately subject to this condition.

## **10. Due Observance**

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

## **11. 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 also 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 20 be liable to return a proportionate part of the premium for the unexpired term of the Policy from the date of such cancellation.

## **12. 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.

## **13. Jurisdiction Clause**

The indemnity under Section D, E, F and G of this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Kenya.

### **Petrol and Mineral Oil Warranty**

Warranted that during the currency of this Policy no mineral oil, mineral spirit or liquid fuel (vegetable or mineral and by whatever name known) giving off inflammable vapor below 38 degrees Centigrade (100 degrees Fahrenheit) (such as petrol, naphtha, benzene, gasoline, or the like) be stored, deposited or kept in any building referred to in this Policy or in any building or buildings communicating therewith, and that not more than 270 litres ( 60 gallons ) in all or such maximum quantity as is permitted by rules of the local authority; whichever is the less, of Mineral Oil or Liquid Fuel giving inflammable vapor not below 38 degrees Centigrade (100 degrees Fahrenheit) but below 65 degrees Centigrade ( 150 degrees Fahrenheit ) (such as paraffin or the like) be stored deposited or kept in any building referred to in this Policy and in any building or buildings communicating therewith.

### **Earthquake Excess**

It is hereby declared and agreed that the Insurer shall not be liable for the first 2.5% (percent) of the sum Insured on each and every earthquake claim subject to a maximum of KES. 5,000,000 per claim.

## **ENDORSEMENTS/WARRANTIES**

### **Cost of Demolition**

The Insurance on a Building under any item of this Policy is declared to include costs, necessarily incurred by the Insured, in respect of the demolition of building and/or the removal of debris from the site following destruction of or damage to the Property Insured by fire or any other peril hereby insured against provided that the total amount recoverable under any item of this Policy shall not exceed the Sum Insured.

### **Cost of Demolitions and Clearing and Erections of Hoardings**

The insurance by this Policy is extended to include costs, necessarily incurred by the Insured, in respect of the demolition of building and machinery and/or the removal of debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the Property Insured by fire or any other perils hereby insured against, provided that the total

amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

### **Misdescription Clause**

It is understood that this Insurance shall not be prejudiced by any alteration or misdescription of occupancy provided that the Insured shall notify the Company of any such alterations or misdescription as soon as the same shall come to their knowledge and shall on demand pay an additional premium, if required, from the date of alteration of occupancy.

### **Breach of Warranties**

The warranties and special memoranda attached to this Policy shall apply to the Items concerned individually as if each were insured by a separate Policy. The breach of any warranty or special memorandum shall void this Policy only in respect of the Item to which the breach applies and not in respect of the remaining Items.

### **Fire Brigades Clause**

It is hereby declared and agreed that:

Following an outbreak of fire at or adjacent to the premises at which the Property Insured is situated, the Company will reimburse the Insured with costs reasonably incurred in preventing, controlling and extinguishing such fire affecting (threatening to affect) the Property Insured in circumstances which have ( or would have) given rise to a valid claim under this Policy;

If any Municipality or Local Authority or any other recognized fire fighting organization is duly empowered to charge the Insured, by virtue of their ownership or occupation of the property, with the cost of Fire Brigade services rendered in extinguishing a fire or with costs of water used in such extinguishment, the charges so raised will be reimbursed to the Insured by the Company, Provided that the total amount recoverable under any Item of this Policy does not exceed the sum Insured thereby.

### **Emergency Entry**

It is hereby declared and agreed that the cover under this Policy extends to cover any damage that may be occasioned when the fire brigade, police or ambulance services are forced to enter the building for an emergency involving the Insured or a member of his household.

### **Contracting Purchaser**

It is hereby declared and agreed that if the Insured has entered a contract to sell the Insured building, the buyer shall have an equitable right and such right shall be implied on the Policy, up to the date of completion of the purchase provided that the property is not covered by any other insurance.

### **Rent Payable Clause**

This Company will be answerable for payment of the Rent as specified in the Schedule but in no case

exceeding the actual rent payable by the Insured to the owner or Landlord of the said Premises in the event of the same being untenantable during the whole term specified in the Schedule in consequence of damage or destruction by fire or any other peril hereby Insured against.

The amount payable under this Policy shall be in the proportion which the amount Insured bears to the actual Rent of the premises; and, in case of the premises not being untenantable during the whole of the term aforesaid, the Company shall be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the Period of time during which the said premises may be untenantable bears to the whole time which would be required by a builder to put the Premises into tenantable condition.

### **Debris Removal Public Authority and Consultancy Fees**

It is hereby declared and agreed that cover by this Policy extends to include costs and expenses reasonably incurred by the Insured as a result of damage in:-

- i. Removing debris
- ii. Dismantling and or demolishing
- iii. Shoring up or propping of the portion or portions of the property and/or
- iv. Removing debris of contents of any premises forming part of the property, such contents not being the property of the Insured.
- v. Architects Surveyors Engineers and Legal fees
- vi. Any costs expended to comply with Government or Local authority requirements following a valid claim or damage under the Building Cover.

### **Pollution/Contamination**

The Policy shall not cover any loss, damage or liability arising directly or indirectly from pollution or contamination unless caused by a peril Insured under the Policy.

### **Building Under Construction**

The Company may accept to cover a Building in the course of construction whereby the following clause shall be inserted in the Policy:

In consideration of the premium under Section A of this Policy being calculated at half the normal rate the Insured agrees to insure hereunder, throughout the period of operations on the site, and basis of the total estimated completed value of the premises. Provided that if at the time of loss the total estimated completed value of the property is greater than the Sum Insured thereon, then the Insured shall bear a proportion of the loss accordingly.

## **UNDER SECTION B**

### **Temporary Removal**

This Policy extends to cover the contents specified in the Schedule if they are not otherwise Insured within the

Republic of Kenya.

a. Against the perils 1.....9 as set out above whilst;

- i. In any Private Residence, Hotel, Inn, Boarding House, Club, Nursing Home, hospital or school in which the Insured or member of the Insured's household normally residing with the Insured may be temporarily residing at the time of loss or damage
  - ii. Deposited for Safe Custody in any Bank or Safe Deposit
- b. against the perils of fire, lightning, explosion and theft accompanied by Actual Forcible and Violent breaking into or out of the Buildings or any attempt thereat, whilst
- i. In any laundry or other trade premises for the purpose of alteration, renovation, repair, cleaning or dyeing or whilst in any furniture depository
  - ii. In any office, business or trade premises where the Insured or any member of the Insured's household normally residing with the Insured is working. (see limits as set above)

#### **Emergency Entry**

Cover under section B extends to include damage to contents caused when the Fire Brigade, Police or Ambulance service has to force an entry to the buildings due to an emergency involving the Insured or a member of his household.

#### **Guest Effects**

Cover under the Policy is extended to include property belonging to any visitor or guests whilst at the private dwelling against loss or damage caused by an Insured event up to a limit of KES. 20,000/= per person provided that the property is not Insured elsewhere.

#### **Domestic Worker's Property**

Cover under the Policy is extended to property belonging to the Insured's domestic employees whilst at the private dwelling against loss or damage caused by an Insured event up to a limit of KES. 5,000/= per employee.

#### **Extensions Under Section C**

It is hereby agreed and declared that cover under Section C is extended to include the following:-

#### **Entertainment Equipment**

Cover under this Policy extends to include accidental damage to;

Cable/Satellite/Digital Television Receivers, Aerials, and any such related items as specified in the schedule attaching to this Policy.

#### **Personal Effects/Possession**

Cover extends to include clothes and items of personal nature likely to be worn, used or carried including mobile phones and sports equipment if they are Insured.

### **ADDITIONAL CLAUSES APPLICABLE TO THIS POLICY**

#### **ELECTRONIC DATA EXCLUSION**

1.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1.1.2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

#### **2. Electronic Data Processing Media Valuation**

2.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

#### **COMMUNICABLE DISEASE EXCLUSION**

1. This Policy excludes any loss ,damage, liability ,claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a

Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling, preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
  - 2.1. the substance or agent includes, but it is not limited to a virus, bacterium, parasites or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
3. Notwithstanding the foregoing, losses directly caused by any otherwise covered peril under subject Policies and not otherwise excluded under this insurance agreement shall be covered

## **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**

### **Sanctions / Embargoes**

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.