JUBILEE ALLIANZ PREMIER HOME INSURANCE POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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JUBILEE ALLIANZ PREMIER HOME INSURANCE POLICY

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 and declaration, written application or statement which shall be the basis of this contract has applied to Jubilee Allianz General Insurance Limited (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 7 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

- Clothing
- Luggage containers and briefcases
- Jewelry, trinkets and toilet requisites
- 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.

INSURANCE PROVIDED:

1. Where the Insurance plan provided is "Homeowners" all Sections of this Policy are operative.

2. Where the Insurance plan provided is "Tenants" Section A of this Policy is cancelled.

3. Where the Insurance plan provided is "Landlords" Section B of this policy is limited to loss or damage to Landlord Fixtures & Fittings and section C of this Policy is cancelled.

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 landslip.

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: -
   a. 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)
   b. 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.

4. Aircraft or Other Aerial Device or any article dropped there from.

5. Damage caused by Bursting or Overflowing or

Escape of water from pipes or other apparatus (Excluding damage caused thereto)

6. 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.

7. 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

8. Wind, Storm or Tempest, (including Floods Overflow of the sea occasioned thereby).

9. 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.

The Insurer's liability under each of the Extensions above shall be limited to KES. 10,000 per item subject to a maximum of 10% of the total Sum Insured under this section.

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.

Provided that the amount recoverable hereunder shall not exceed 10% of the total sum Insured under the section unless a specific amount has been insured for this extension.

4. Power Surge Extension

This section is extended to cover damage to Electronic contents as a result of power surge as long as there exists a fully functional Surge protection device attached to the said Content upon occurrence of the loss.

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 including loss arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects (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. 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.

C. Occurring outside the territorial limits.

D. Due to theft or attempted theft by any member of the Insured's household.

E. Property in transit unless accompanied by the Insured or any member of his household.

F. Breaking of Articles of brittle nature (other than lenses).

G. Damage to sporting equipment whilst in course of play unless the loss is caused by fire or theft or accident.

H. 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.

I. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.

J. Loss of cash, currency, bank notes or securities of any kind, stamps, coupons, bonds, title deeds, manuscripts, negotiable instruments or credit cards.

K. Consequential loss of any kind or description.

L. Loss or damage due to or arising out of delay confiscation or detention by Customs or other Officials or Authorities.

M. Arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects other than the item being specifically insured and additional premium charged. For the purpose of this extension, the insurer shall not be liable for Home Generators that has power in excess of 50 KVA and Solar inverter of more than 5 KVA.

N. Arising from Electrical Power surge unless there exists a surge protection device on specified electronic items.

Provided the Insured shall be responsible for the first amount as stated in the policy schedule.

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

	Option A
Any one person	KES. 2,000,000/-
Any one Occurrence	KES 10,000,000/-
Any one year	KES 20,000,000/-

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.

SECTION E – 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)
Subject to deductible of KES.25,000/-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 F – 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 G - OCCUPIER'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.

DEFINITIONS AND PROVISIONS REFERRED TO IN THE POLICY SCHEDULE		
EVENTS	**RESULTS**	**COMPENSATION**
Bodily injury occurring on or about the insured residence 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.
	2. Permanent Disablement.	2. Appropriate percentage of the limit as specified in the Schedule of Compensation for Permanent Disablement.

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.

SECTION H – PERSONAL ACCIDENT COVER

THE COMPANY AGREES that subject to the Terms, Conditions and Exclusions contained herein or endorsed hereon if during the Period of Insurance mentioned in the Schedule or during any subsequent period for which the Company shall accept a renewal premium any Event described in the Schedule shall happen to the Insured and the Insured shall thereby suffer any of the Results described in the Schedule whilst on or about the insured premises, the Company will pay to the Insured or in case of the Insured's death to the Insured's Executors or Administrators the Compensation specified in the Schedule.

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

a. The Insured's intentional self-injury, disease, suicide (whether felo de se or not) or - any attempt thereat, insan¬ity (temporary or otherwise) or dwelling or fighting (except in bona fide self-defense).

b. Provoked assault, the influence of drugs or intoxicating drink or the Insured's own criminal act.

c. Any loss or damage occasioned by or through or in con¬sequence, directly or indirectly, of any of the following occurrences, namely:
   i. Service on duty with armed forces, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike.
   ii. Abandonment and/or permanent or temporary dispos¬session resulting from detention, confiscation, seizure, re¬straint, 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, rebel¬lion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which deter¬mine the proclamation or maintenance of martial law or state of siege.
   iv. The act of any lawfully established authority in control¬ling, 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 con¬tributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, ter¬rorism means an act of violence or force or the threat there¬of 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 organization or govern¬ment 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, damage or ex-pense is not covered by the Policy, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

d. Medical or surgical treatment (except where such treatment is rendered necessary by any Event).

e. Childbirth or pregnancy in the case of Women.

CONDITIONS

N.B. This Policy and the Schedule shall be read together as one con¬tract 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 that specific meaning wherever it may appear.

1. The Insured shall give immediate notice to the Company of any change in his business or habits or pursuits and pay any additional premium that may be required by the Company and before each renewal of the Insurance's shall give notice to the Company of any disease or physical defect or infirmity with which he has been or is affected or of which he has become aware.

2. Every notice or communication to be given or made under this Policy shall be in writing and shall be sent by email, fax or letter post to, or be delivered at the Head Office of the Company or the Branch Office issuing the Policy. Notice or knowledge of any fact or circumstance in connection with this insurance shall not be deemed to be notice to or to be the knowledge of the Company unless communicated in the manner herein provided.

3. 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 age 70 years.

4. The Company shall at any time, by giving seven days notice to the Insured by Registered Letter at the Insured's address or place of abode as last known to the Company, be at liberty to determine and cancel this Policy, provided that the Company shall in the event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance.

5. Notice in writing with full particulars of the injuries shall be given as soon as possible, but in any case within fourteen days of the happening of any Event.

6. All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant and shall be in the form, as the Company shall prescribe.

7. The Insured as often as required shall submit to medical ex¬amination on behalf of the Company at its own expense.

8. The Company shall in the case of the death of the Insured be entitled to have a post mortem examination at its own expense.

9. No assignee shall be entitled to any Compensation from this Policy except that payable in respect to death.

10. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any dif-ference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

11. If the Company shall disclaim liability for any claim hereun¬der and an action or suit be not commenced within three calendar months from the date of such disclaimer then the claim shall for all purposes be deemed to have been aban¬doned and shall not thereafter be recoverable hereunder.

12. The due observance and fulfillment of the Terms and Con¬ditions contained herein or endorsed hereon in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in any proposal form or application for this insurance or correspondence with the Company relating thereto shall be conditions precedent to any liability of the Company to make any payment under this 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 Right 60% Left 50%
i. One thumb Right 20% Left 17.5%
j. One index finger Right 15% Left 12.5%
k. Any other finger Right 10% Left 7.5%
l. Complete loss of use of shoulder or elbow Right 25% Left 20%
m. Complete loss of use of wrist Right 20% Left 15%

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
Benefits (h) to (m) shall be reversed in the case of left-handed persons.
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.

13. JURISDICTION CLAUSE

Not withstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

i. Compensation for damage in respect of Judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Kenya.

ii. Costs and expenses and litigation recovered by any claimant from the Insured, which are not incurred in and recoverable in Kenya.

ENDORSEMENTS

1. 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.

2. 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 (as shown in the Schedule) whose receipt shall be asufficient discharge to the Company.

SECTION I – GOLFERS EXTENTION COVER

The Company agrees that subject to the terms exceptions and conditions contained herein or endorsed hereon in event of any of the contingencies specified hereunder happening during the Period of Insurance and within the Geographical Area stated in the schedule, the company will by payment reinstatement or repair indemnify or compensate the insured as hereinafter provided for values as per limits provided hereunder.

Section I– Golfing Equipment

The value or the cost of repairing the Insured's Golf Clubs, Bags or Bag Carrier or Trolleys (not motorized) as declared to the Company against ALL RISKS whilst in transit to and from or at any Golf Club Premises, the Club House, Caddie Master's Hut or professional shop.

The limit of liability is as stated in the schedule

EXCLUSIONS

a. Wear and tear or deterioration
b. Loss of golf balls
c. Excess to Sec I –As Per Policy Schedule

Section II – Personal Effects

Loss or damage caused by Fire, Lighting, Thunderbolt, Burglary, Larceny or Theft of or to the Insured's effects including Apparel in any Golf Club House subject to the limit stated in the policy schedule

EXCLUSIONS

a. Watches, Gold and Silver Articles, Jewellery, Trinkets, Medals, Coins, Money, Securities, Stamps. documents, manuscripts, cameras, portable radio sets.
b. Wear and Tear

Section III – Third Party Liability

Legal liability arising from claims made on the Insured in respect of accidents caused by the Insured whilst playing or practising Golf on any Golf Course resulting in:

i. Bodily injury to any person not being a member of the Insured's family or household or his service (other than persons casually engaged as Caddies).
ii. Damage to property not belonging to or in the charge or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided ALWAYS that the amount payable hereunder in respect of any accident shall not in any case exceed the sum of Kshs.- As Per Policy schedule.

In respect of a claim for damages to which the indemnity expressed in the Section applies, the company will also pay:

a. all costs and expenses legally recovered by any claimant from the Insured.
b. all costs and expenses incurred with the written consent of the Company.

Section IV – Personal Accidents

If the Insured shall sustain accidental bodily injury caused by violent external and visible means whilst playing golf course then; the Company will pay,

a. Death - As per policy schedule
   In case such injury shall within three calendar months from the occurrence thereof be the direct and sole cause (independently of all other causes) of death of the Insured.

b. Permanent Total Disablement - As per policy schedule
   In case such injury shall within three calendar months from the occurrence thereof be the direct and sole cause (independently of all other causes) of the loss by physical separation of one hand or one foot, or of the complete and irrecoverable loss of sight of one eye.

c. Medical Expenses - As per Policy Schedule
Medical Expenses necessarily incurred and expended and authorised by a qualified medical practitioner in connection with any Event specified above.

Section V – Hole-in-one

The Company will reimburse to the Insured expenses incurred not exceeding the sums insured stated in the Policy Schedule - should the Insured "Hole-in-One" during actual play but not in practice. The strike must be witnessed by at least one member of the Club on whose course the insured is playing and a signed statement from the secretary of the Club that the occurrence has been reported to him must be submitted with every claim.

CONDITION

1. This policy and schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in and part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

2. The company shall not be bound to renew this insurance or to give notice that any premium for the renewal thereof is due and the company may cancel this Policy by sending seven days' notice by registered letter to the Insured and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of Insurance

3.
   a. The Insured shall on the happening of any loss or damage to the property insured, or of any accident within the meaning of the Policy, give immediate notice thereof in writing to the Company and shall at his own expense within 30 days after the happening of such loss, damage or accident, deliver to the Company a claim in writing with such detailed particulars and proofs as may reasonably be required. In the event of an accident to the Insured giving rise to a claim under this Policy, the Insured shall furnish medical certificates to the Company at his own expense. The medical Adviser of the Company shall be allowed to examine the Insured whenever reasonably required to do so, and in the event of death the company shall have the right to have post-mortem examination at its own expense.
   b. The Insured shall on receiving notice of any accident or claim arising under Section III of this Policy give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the Company any writ, summons or legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the company to settle or resist any claim or to institute proceedings.
   c. The Insured shall not incur any expense in making good any damage without the written consent of the company and shall not negotiate pay, settle, admit or repudiate any claim without the like consent.

4. This Policy does not cover loss damage breakage death injury or liability occasioned by or happening through war invasion hostilities foreign enemy riot civil commotion insurrection civil war rebellion military or usurped power illegal use of arms martial law warlike operations (whether before or after declaration of war) or intoxication.

5. The insurance by Section IV of this Policy shall in no case be applicable to persons whose age exceeds 70 years nor shall the benefits under the said Section be continued in force after the Insured has attained the age of 70 year. The said section shall not insure against death or disablement of a woman wholly or in part attribute to childbirth or pregnancy although such death or disablement may have been accelerated by accident.

6. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct and settlement of any proceedings.

7. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by each of the parties within one calendar month after having been required in writing so do by either of the parties or in case the Arbitrators do not agreed 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 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.

8. The due observance and fulfillment of the terms provision conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

9. This Policy does not cover.
   a. loss or destruction of or damage to or any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
   b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10. If any claim made be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof then this Policy shall be avoidable by the Company.

11. The indemnity under Section III shall not apply in respect of judgement, which are not in first instance delivered by or obtained from a court of competent jurisdiction.

SECTION J – HOME OFFICE INSURANCE

The Insurer agrees, subject to the terms contained herein or endorsed hereon, to indemnify the Insured against Loss of or Damage to the home office contents Insured by any cause including loss arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects (other than as stated in the exceptions) occurring in and away from home and 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 J

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. 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.

c. Occurring outside the territorial limits.

d. Due to theft or attempted theft by any member of the Insured's household

e. Property in transit unless accompanied by the Insured or any member of his household.

f. Breaking of Articles of brittle nature (other than lenses)

g. Damage to sporting equipment whilst in course of play unless the loss is caused by fire or theft or accident.

h. 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.

i. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.

j. Loss of cash, currency, bank notes or securities of any kind, stamps, coupons, bonds, title deeds, manuscripts, negotiable instruments or credit cards.

k. Consequential loss of any kind or description.

l. 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.

SECTION K – TERRORISM, SABOTAGE AND POLITICAL RISKS EXTENSION COVER

The Insurer agrees, subject to the terms contained herein or endorsed hereon, to indemnify the Insured against physical loss or physical damage to the buildings and contents insured under section A, B and C of this policy, directly caused by one or more of the following perils occurring during the Policy Period;

1. Act of Terrorism;
2. Sabotage;
3. Riots, Strikes and/or Civil Commotion;
4. Malicious Damage;
5. Insurrection, Revolution or Rebellion;
6. Mutiny and/or Coup d'etat;
7. War and/or Civil War.
8. Counter-Insurgency (Counter-Insurgency will not respond where there is prior physical loss or physical damage to Buildings and Contents directly caused by perils 1-7.)

EXCEPTIONS TO SECTION K

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or nuclear contamination may have been caused nor from any loss or damage directly or indirectly caused by or contributed to from any nuclear waste or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. Loss or damage directly or indirectly caused by seizure, confiscation, nationalization, requisition, expropriation, detention, legal or illegal occupation of any property insured hereunder, embargo, condemnation, nor loss or damage to the Buildings and/or Contents by law, order, decree or regulation of any governing authority, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

3. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.

4. Delay, loss of market, loss of income, loss of

use, denial of access, cancellation of business, depreciation, reduction in functionality, increased cost of working (except as may be insured specifically under any Business Interruption Extension to this Policy);

5. Consequential loss or damage howsoever arising (except as may be insured specifically under any Business Interruption Extension to this Policy).

6. Third party liability howsoever arising.

7. Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants or contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release or of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

8. Loss or damage directly or indirectly caused by chemical or biological release or exposure of any kind, nor any loss or damage directly or indirectly caused by any chemical, biological, bio-chemical or electromagnetic weapon.

9. Loss or damage directly or indirectly caused by electronic means including computer hacking or the introduction of any form of computer virus (save where a mobile phone is used as a remote trigger device in order to cause physical loss or physical damage insured hereunder).

10. Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data.

11. Loss or damage or increased cost directly or indirectly occasioned by any public or civil authority's enforcement of any ordinance, law, order decree or regulation concerning the reconstruction, repair or demolition of any property insured hereunder except as may be insured specifically by this Policy in accordance with the provisions of Clause 3 of the definition of "Net Loss".

12. Loss or damage directly or indirectly caused by cessation, fluctuation, variation in, or insufficiency of, water, gas or electricity supplies and/or telecommunications or any other type of service or utilities.

13. Loss or damage or increased cost directly or indirectly the result of threat or hoax.

14. Loss or damage directly or indirectly caused by burglary, house-breaking, theft or larceny, looting, pillaging, mysterious or unexplained disappearance of property insured hereunder or directly or indirectly caused by any person taking part in any such activity.

15. Loss or damage directly or indirectly caused by the suspension, lapse or cancellation of any lease, license, contract or order (including non-completion of any order).

16. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others.

17. Any loss due to fines or damages for breach of contract or penalties of whatever nature.

18. Loss or damage caused by, connected to, relating to or howsoever arising from exposure to or the existence of asbestos or asbestos containing materials or products (including for the avoidance of doubt the cost of removal of asbestos or materials or products containing asbestos).

19. Loss or damage caused by insects or vermin.

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. Loss or damage directly caused by the actions of the government of a state (or its Military Authority), in suppressing, controlling or minimizing the consequences of Riots, Strikes and/or Civil Commotion, and/or Malicious Damage, and/or Insurrection, Revolution or Rebellion, and/or Mutiny, and/or Coup d'Etat, and/or Civil War, and/or War, as insured by this Policy.

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 OF 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.

14. 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.

15. 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 un tenantable 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 un tenantable 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 un tenantable 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.