



ACADEMIC OPTIONS

POLICY DOCUMENT



ACADEMIC OPTIONS
INSURANCE FOR THE
EDUCATION SECTOR



WELCOME TO ACADEMIC OPTIONS

THANK YOU FOR CHOOSING TO PURCHASE AN ACADEMIC OPTIONS POLICY

Academic Options is a package policy tailored to suit the Education Sector in the region.

The policy is underwritten by GA Insurance and administered by the J W Seagon Group. We have carefully considered the needs of the industry and have delivered a policy that caters for all your needs. Not only is the cover extensive, but it is just one overall policy, simple to administer and easy to understand.

It is important that you read and understand your policy wording and if there are any questions you should raise these with your Broker or J W Seagon directly.



David Seagon
Managing Director
J W Seagon Group

ACADEMIC OPTIONS INSURANCE POLICY

J W Seagon & Co. Insurance Brokers (Kenya) Ltd (the Managing Agent) has developed this Package cover with GA Insurance Ltd (the **Insurer**) with all administration of the scheme being provided by J W Seagon & Co. Insurance Brokers (Mauritius) Ltd (the Administrator). GA Insurance Ltd (the **Insurer**) will provide the insurance described in the Policy subject to its terms and conditions for the Period of Insurance stated in the Schedule and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium. Any information supplied by or on behalf of the **Insured** shall be incorporated in the contract

The Policy the Schedule and any endorsements shall be read together as one contract. Any word or expression to which a specific meaning has been given shall have that meaning wherever it appears. The policy is deemed to be written in the currency of Kenya (KES). Settlement of claims will be made in KES or other currencies as required, at the rate as determined by FOREX or similar and shall be at the rate as at the date of the loss.

SCHEDULE

The Schedule forms the basis of the legal contract between the **Insured** and the **Insurer**

It is therefore essential that the Schedule is accurate and true to the best of the **Insured's** knowledge and belief. If the Schedule is inaccurate or untrue it may affect the **Insured's** rights under the Policy

If the Schedule is incorrect you should notify the Broker, Intermediary or Agent who arranged the Policy immediately and obtain a revised Schedule with the revisions required. You must ensure that all documentation in your possession is accurate

The Policy has been signed on behalf of J W Seagon & Co Insurance Brokers (Mauritius) Ltd and GA Insurance Ltd



David Seagon
Managing Director
J W Seagon & Co. Insurance Brokers (Mauritius) Ltd



Vijay Srivastava
CEO
GA Insurance Ltd

DEFINITIONS

ACT

Work Injury Benefit Act or such similar scheme as per statute of each country within the Territorial Limits

ASSISTANCE COMPANY

The Services Company appointed by the Reinsurer MAPFRE ASISTENCIA COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A. (Branch in Ireland) for the purpose of supplying the covers of this policy, directly or by means of its network, on the Insurer's behalf

BUILDING(S)

The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls gates and fences around the Buildings and belonging to them
- c) landlord's fixtures and fittings
- d) swimming pools tennis courts and children's play areas
- e) car parks yards paved areas roads pavements and footpaths
- f) residential Property(ies) that form part of the estate

all belonging to the **Insured** or for which the **Insured** is legally responsible

BUSINESS

The Business specified in the Schedule conducted solely from within the **Territorial Limits** including

the ownership repair and maintenance of the **Premises**
the provision of first aid
private work undertaken by the **Insured's Employees** with the consent of the **Insured** for any director partner or senior official of the **Insured**
the provision and management of canteen sports social and welfare organisations by the **Insured** for the benefit of the **Insured's Employees**

BUSINESS HOURS

The period during which the **Premises** are actually occupied by the **Insured** and/or their **Employees** for **Business** purposes

COMPUTER RECORDS

All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the **Insured** or leased hired or Rented to the **Insured** and for which the **Insured** is legally responsible

CONSEQUENTIAL LOSS

Loss resulting from interruption or interference with the Business carried on by the **Insured** at the **Premises** in consequence of **Damage**

CONTENTS

The Contents of the **Premises** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- a) furniture, fixtures and fittings, plant, machinery, tenants improvements and all equipment used for mobile camping
- b) patterns models moulds plans and designs
- c) documents manuscripts and Business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of KES 750,000 for any one loss
- d) trade samples or goods in trust held at the **Premises**
- e) paintings or other works of art subject to a maximum of KES 750,000 for any one loss
- f) Insureds Personal Effects as more defined in the definitions, but excluding any other **Property** more specifically insured
- g) employees personal effects up to KES 50,000 any one employee

DAMAGE

Loss destruction of or **Damage** to the **Property Insured**

EMPLOYEE

- a) Any person under a contract of service or apprenticeship with the **Insured** or
- b) any of the following persons whilst working for the **Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by them
 - ii. any self employed person providing labour only
 - iii. any trainee or person undergoing work experience
 - iv. any voluntary helper
 - v. any person who is hired to or borrowed by the **Insured**

EXCESS

The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

GUEST'S AND VISITORS PERSONAL EFFECTS

Comprising all personal effects belonging to a guest or visitor of the **Insured** and limited to KES 750,000 each and every guest

GOODS IN TRANSIT

Stock and Contents in connection with the **Business** belonging to or the responsibility of the **Insured** whilst being

- a) loaded on or in a **Vehicle**
- b) carried by a **Vehicle**
- c) temporarily contained on or in a **Vehicle** whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours
- d) unloaded off or from a **Vehicle** including positioning installation commissioning or erection once it has been unloaded

GROSS REVENUE

The amount of the total fees or other income derived from the Business of the Insured

INCREASED COST OF WORKING

The additional expenditure incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** which but for that expenditure would have taken place during the **Indemnity Period**

INDEMNITY PERIOD

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

INJURY

Bodily Injury death illness or disease

INSURED

The person persons or **Insured** named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

INSURED PERILS

Those Insurable Perils which are operative as stated in the Schedule subject always to the terms conditions and exclusions applying to the Insurable Peril and of Section 1 and the Policy

INSURED'S PERSONAL EFFECTS

Household Contents at the **Premises** comprising household goods works of art collections audio and visual equipment clothing luggage sports equipment gold and silver articles watches jewellery cups trophies furs (excluding pedal cycles) belonging to the **Insured** or their resident manager or any of their family permanently residing with them excluding any article collection or set with a value in excess of KES 750,000 unless specifically mentioned in the Schedule

INSURER

GA Insurance Ltd

LEGAL COSTS

All costs and expenses incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable other than claims brought in USA/Canada where any legal costs are inclusive with in the indemnity limit stated.

MAXIMUM INDEMNITY PERIOD

The number of Months stated in the Schedule as applying to the **Indemnity Period**

MONEY

Cash bank currency notes uncrossed cheques uncrossed postal orders and Money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable including Students money in the Insureds custody or control

NON-NEGOTIABLE MONEY

Crossed cheques crossed girocheques crossed bankers drafts crossed giro drafts crossed postal and crossed Money orders national savings certificates premium bonds unexpired units in franking machines stamped national insurance cards credit card sales vouchers debit card sales vouchers VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable up to KES 750,000

PERMANENT TOTAL DISABLEMENT

Physical Injury not resulting in death or **Loss of Limbs or Eyes** which results in the permanent inability of the **Insured** or **Employee** to engage in any gainful employment

PHYSICAL INJURY

Bodily Injury by external violent and visible means sustained by the **Insured** or **Employee** in the course of the **Business** where such Injury arises directly from assault

POLLUTION OR CONTAMINATION

- a) All Pollution or Contamination of Buildings or other structures or of water or land or the atmosphere and
- b) all **Injury** loss or **Damage** directly or indirectly caused by such Pollution or Contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

PORTABLE OFFICE EQUIPMENT

All equipment including interconnected wiring fixed disks, telecommunications equipment, laptops, tablets, radios, mobile communication equipment and other related equipment used in the **Territorial Limits** belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

PORTABLE SCHOOL EQUIPMENT

All portable school equipment consisting of but not limited to sports equipment, musical equipment and other equipment used for any outside activity used in the Territorial Limits belonging to the Insured or leased hired or rented to the Insured and for which the Insured is legally responsible.

PREMISES

The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

PRINCIPAL

Any person firm **Insurer** ministry or authority for whom the **Insured** is undertaking work **Products**

SUPPLIED

Any goods or other Property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in connection with the **Business**

PROPERTY

- a) **Buildings Tenants' Improvements Contents Computers Computer Records Stock** and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule or
- b) in respect of Section 7 of the Policy land and/or **Buildings** owned or occupied by the **Insured** or otherwise for which the **Insured** is legally responsible

The **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**

RENT

The money paid or payable by the **Insured** for accommodation and services provided (including service charges unless excluded by Endorsement) at the **Premises**

SAFE/STRONGROOM

An item being of substantial construction with key and /or combination locks and manufactured for the secure storage of **Money** or **Non-Negotiable Money**

This does not include cash boxes tills filing cabinets or any item constructed of sheet metal whether lockable or not

SOLICITORS' FEES

Solicitors' Fees for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 4 and 5

SPECIFIED WORKING EXPENSES

- The total of
- a) purchases less discounts received
 - b) discounts allowed
 - c) carriage freight and packaging and
 - d) bad debts

STANDARD GROSS REVENUE

For the purpose of a new **Business** that has not yet been trading 12 months

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**

For all other **Businesses**

The **Gross Revenue** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

STANDARD TURNOVER

For the purpose of a new **Business** that has not yet been trading 12 months

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage**

For all other **Businesses**

The **Turnover** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

STOCK

Stock and materials in trade including raw materials work in progress finished goods the Property of the **Insured** and goods in trust for which the **Insured** is responsible

TEMPORARY TOTAL DISABLEMENT

Physical Injury which results in the temporary inability of the **Insured** or **Employee** to engage in any gainful employment

TENANTS' IMPROVEMENTS

All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

TERRITORIAL LIMITS

East Africa which is defined as Kenya Tanzania Uganda Rwanda and Burundi plus other countries as defined in the policy schedule

TERRORISM

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any other government de jure or de facto

TURNOVER

The money paid or payable to the **Insured** for **Products Supplied** and services rendered in the course of the **Business**

VEHICLE

A mechanically driven conveyance with or without attached trailers for use in connection with the **Business**

WORKERS COMPENSATION

Shall refer to the relevant statutory legislation of the Country of employment of the **Employee**

GENERAL CONDITIONS

1. MISREPRESENTATION

The Policy shall be voidable by the **Insurer** in the event of material misrepresentation material misdescription or material non-disclosure

In such circumstances the **Insurer** retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy

In the event that the **Insured** fails to disclose or misrepresents a material fact prior to inception of this insurance and the **Insurer** would be entitled to avoid this insurance the following clause shall apply except where any non-disclosure or misrepresentation by the **Insured** is proven by the **Insurer** to be

- a) fraudulent or
- b) of such other nature that if the material fact had been disclosed or had not been misrepresented the **Insurer** would not have underwritten this insurance

The burden shall be on the **Insurer** to prove all matters set out in this clause

For the purposes of this clause the acts omissions or knowledge of one **Insured** shall not be imputed to any other **Insured**

If the **Insurer** would have underwritten this insurance on different terms (as to premium and/or otherwise) had the material fact been disclosed or not misrepresented the **Insurer** shall not be entitled to avoid this insurance but

- i. in the event the **Insurer** would have underwritten this insurance on different terms only as to the premium the **Insured** shall be liable for such additional premium as would have been charged had the material fact been disclosed or not been misrepresented
- ii. in the event that the **Insurer** would have underwritten this insurance on different terms in any respect other than in relation to the premium the **Insurer** in addition to any premium adjustment as per i. above shall be entitled to impose such terms on this insurance as would have been imposed at inception of this insurance if the material fact had been disclosed or had not been misrepresented by giving written notice of the term to the **Insured**

Subject to iii. and iv. any additional term(s) so notified shall take effect as if imposed from inception of this insurance

- iii. any additional term imposed under ii. above shall not apply to any claim which has been finally agreed by the **Insurer** (whether paid or not) prior to the date of the **Insurer's** written notification to the **Insured** of the additional term(s)
- iv. for any additional term imposed under ii. above which would have the effect if breached of cover under this insurance never attaching being suspended or being discharged (whether at the election of the **Insurer** or otherwise) the **Insurer** agrees in each such case to vary the remedy for breach of the term

so that the **Insurer** shall be entitled only to decline any claim that does not fall within iii. above

In the event that the **Insured** does not comply with any additional term(s) imposed as above within 30 days of receipt of the **Insurer's** written notification imposing the additional term(s) the **Insurer** shall be entitled after the expiry of the specified time period to impose with prospective effect only the remedy to which it would have been entitled but for this clause

The **Insurer** agrees that no representation by the **Insured** shall be a term of any sort of this contract of insurance and that any provision in any other document to the effect that a statement or statements made by or on behalf of the **Insured** in such document form part of or are the basis of the contract of insurance shall be of no effect

2. REASONABLE CARE

The **Insured** shall

- a) take all reasonable precautions to prevent or diminish loss destruction **Damage** or Injury
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of Employees
- d) maintain all Buildings ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

3. ALTERATION

This Policy shall cease to be in force from the date of the alteration

- a) if any alteration is made either in the Business or at the **Premises** or to any Property **Insured** after the commencement of the insurance that increases the risk of loss destruction **Damage** or Injury or
- b) the **Insured's** interest ceases except by will or operation of law or
- c) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) the **Premises** become Unoccupied

unless the **Insurer** has agreed in writing to accept such alteration

4. CANCELLATION BY THE INSURER

The **Insurer** may cancel the Policy or any Section by giving 30 days' notice in writing by registered letter to the **Insured** at the **Insured's** last known address and in such event the **Insured** shall be entitled to a proportionate return of premium in respect of the unexpired term of the Policy or Section (other than in circumstances where the **Insurer** invokes General Condition 1 or General Claims Condition 3)

5. PAYMENT OF PREMIUM

It is a condition precedent to the **Insurer's** liability that the premium for the Policy shall be paid when due

If the premium for the Policy is payable by instalments it is a condition precedent to the **Insurer's** liability that each instalment shall be paid when due. If a payment is not made the **Insurer** may cancel the Policy from the date when any unpaid instalment was due

6. OBSERVANCE OF TERMS

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with

7. LEGAL REPRESENTATIVES

In the event of the death of the **Insured** the **Insurer** will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

8. SUM INSURED/LIMIT OF INDEMNITY

All the Sums **Insured** and Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums **Insured** and Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

9. INSURED'S CONTRIBUTION

Where stated in the Schedule the **Insured** shall be responsible for paying an Excess in relation to each claim made by the **Insured** under this Policy

GENERAL EXCLUSIONS

This Policy does not cover

1. WAR GOVERNMENT ACTION RADIOACTIVE CONTAMINATION AND SONIC BANGS

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

2. TERRORISM

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from

a) Terrorism

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy the burden of proving that such **Damage** loss expense or **Consequential Loss** is covered shall be upon the **Insured**

3. DATE RECOGNITION

Damage or **Consequential Loss** of whatsoever nature or liability for **Damages** attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any

- a) computer data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above whether the Property of the **Insured** or not
 - i. to recognise correctly any date as its true calendar date
 - ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2 this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**
- b) this exclusion shall not apply to Section 4

4. COMPUTER VIRUS

Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the Property of the **Insured** or not where such **Damage** is caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack** or **Consequential Loss** directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**

5. ILLEGAL DELIBERATE AND CRIMINAL ACTIVITIES

Damage or **Consequential Loss** of whatsoever nature or liability for **Damages** attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

- a) **Damage** or liability caused as a result of the **Premises** being used for illegal activities by the **Insured**
- b) deliberate or criminal acts by the **Insured**

6. UNEXPLAINED LOSSES

Loss, **Damage** or **Consequential Loss** that cannot be explained or properly accounted for by the **Insured**, or evidence cannot be provided, unless every attempt has been made to provide the supporting information.

7. SANCTIONS CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payments or 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 Kingdom or United States of America.

SECTION 1 – MATERIAL DAMAGE

In the event of **Damage** to **Property Insured** at the **Premises** from an **Insured Peril** during the Period of Insurance the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the lesser of

- a) in respect of any item its Sum **Insured** or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum **Insured** or Limit remaining after deduction for any other **Damage** in the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum **Insured** or Limit

In addition the **Insurer** will indemnify the **Insured** in respect of loss of **Rent** as a result of **Damage** to the **Premises** from an **Insured Peril** during the Period of Insurance rendering the **Buildings** uninhabitable provided that the liability of the **Insurer** shall not exceed the lesser of

- a) the **Rent** Sum **Insured** stated in the Schedule at the time of **Damage**
- b) the **Rent** payable for the period the **Buildings** are uninhabitable

INSURABLE PERILS

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule

1. FIRE

2. LIGHTNING

3. EXPLOSION

Excluding **Damage** caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the **Insured**

However this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

4. AIRCRAFT OR OTHER AERIAL DEVICES OR ARTICLES DROPPED FROM THEM

5. EARTHQUAKE AND SUBTERRANEAN FIRE

6. RIOT CIVIL COMMOTION STRIKERS LOCKED OUT WORKERS PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS

Excluding **Damage**

- a) arising from cessation of work or due to confiscation

nationalisation seizure requisition or destruction by order of the government or any public authority

- b) by theft or attempted theft

7. THEFT OR ATTEMPTED THEFT

Excluding

- a) loss from any structure which is incapable of being locked
- b) **Damage** in respect of **Buildings** other than as provided for under Extension 3 Theft **Damage** to Buildings and Extension 17 Theft of Building Fabric
- d) loss caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
- e) theft or attempted theft by **Employees**

8. STORM

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip

9. FLOOD

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip

10. IMPACT BY

- a) any road Vehicles or animals
- b) falling trees or boughs
- c) breakage or collapse of aerials or satellite dishes Excluding **Damage** by lopping pruning or felling of trees

11. ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE OR ESCAPE OF OIL FROM ANY FIXED OIL-FIRED HEATING INSTALLATION OR LEAKAGE OF BEVERAGES FROM STORAGE CONTAINERS OR CONNECTED APPARATUS

Excluding **Damage**

- a) by leakage of bottled **Stock** or the cost of replacing the beverages
- b) caused by subsidence ground heave or landslip

12. ACCIDENTAL DAMAGE

Excluding **Damage**

- a) caused by any other Insurable Peril
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property Insured** caused by **Pollution or Contamination** other than **Damage** caused by
 - i. **Pollution or Contamination** which itself results from an **Insured Peril**
 - ii. an **Insured Peril** which itself results from **Pollution or Contamination**
- d) to **Property** resulting from its undergoing any process

of production packing treatment testing commissioning servicing adjustment or repair

- e) to **Property Insured** caused by or consisting of
- i. inherent vice latent defect gradual deterioration wear and tear frost or change in water table level
 - ii. its own faulty or defective design or materials
 - iii. faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees**

but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded

- f) caused by
- i. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching
 - ii. scratching tearing or fouling by pets or domesticated animals
 - iii. vermin or insects
 - iv. change in temperature colour flavour texture or finish
 - v. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originates overrunning or electrical surges or spikes in electricity

but this shall not exclude such **Damage** not otherwise excluded which itself results from any

other accidental **Damage** or subsequent **Damage** which itself results from a cause not otherwise excluded

- g) caused by disappearance unexplained or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

ADDITIONAL COVERS

All terms exclusions and conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each of the Additional Covers

GLASS BLINDS AND SIGNS

The **Insurer** will indemnify the **Insured** in respect of **Damage** to glass for which the **Insured** is responsible at the **Premises** occurring during the Period of Insurance

Following **Damage** to fixed glass at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of

- a) the cost of reinstating Intruder Alarm Systems **Damaged** as a result of glass breakage
- b) any boarding up costs incurred
- c) **Damage** to goods on display in windows caused by the impact of falling glass

The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to

- d) neon and illuminated signs and electric light fittings
- e) external blinds and signs
- f) sanitary ware (fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- g) lettering or other ornamental work and alarm foil on fixed glass

The liability of the **Insurer** under this section shall be restricted to KES 500,000 for any one loss

Exclusions

The **Insurer** shall not be liable for **Damage**

- a) to glass
 - i. caused by repairs or alterations to the **Premises**
 - ii. caused by alteration installation or removal
- b) to neon and illuminated signs and electric light fittings
 - i. caused by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft
 - ii. of bulbs or tubes unless consequent upon **Damage** to signs or fittings
- c) caused by or arising from
 - i. superficial **Damage** or scratching or cracking which does not result in the complete breakage of the glass
 - ii. inherent or latent defect its own faulty or defective design or materials
 - iii. gradual deterioration or gradually operating cause wear and tear change in colour or finish
 - iv. changes in temperature or atmospheric or climatic conditions
 - v. defects in frames framework or any fitting

MONEY

The **Insurer** will indemnify the **Insured** in respect of loss of or **Damage** to **Money** and **Non-Negotiable Money** held in connection with the **Business** as detailed below occurring during the Period of Insurance

- a) in the **Premises** during **Business Hours** or whilst in a bank night safe
- b) in transit to and from the **Premises** whilst in the custody of the **Insured** or an authorised person acting on behalf of the **Insured**

- c) in the **Insured's** or any authorised person's private dwelling house
- d) in the **Premises** whilst left unattended or outside **Business Hours** and not secured in a locked **Safe**
- e) in the **Premises** whilst left unattended or outside **Business Hours** and secured in a locked unspecified **Safe**
- f) in the **Premises** whilst left unattended or outside **Business Hours** and secured in a specified **Safe** if stated in the Schedule

For the purposes of this Additional Cover **Premises** shall mean the main building(s) occupied by the **Insured** at the risk address stated in the Schedule

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits stated in the Schedule for any one loss

The **Insurer** will also indemnify the **Insured** in respect of **Damage** to

- a) any **Strongroom/Safe** till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible up to an amount not exceeding the cost of repair or replacement
- b) clothing and personal effects belonging to the **Insured** or any partner director or **Employee** of the **Insured** resulting from theft or attempted theft of **Money** or **Non-Negotiable Money** subject to a maximum of KES 75,000 for any one loss
- c) **Money** in locked coin operated machines in the **Building** during or outside **Business Hours** or whilst the **Building** is left unattended subject to a maximum limit of KES 35,000 any one machine and KES 150,000 any one **Premises**

Exclusions

The **Insurer** shall not be liable for loss from

- a) shortage due to error or omission
- b) forgery deception or the use of counterfeit **Money** or **Non-Negotiable Money**
- c) the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
- d) theft or attempted theft not involving entry to or exit from the **Premises** as stated in the Schedule or any authorised person's private dwelling house by forcible and violent means or actual or threatened hold up assault or violence
- e) theft or attempted theft by any **Employee**
- f) an unattended Vehicle
- g) **Damage** not within the **Territorial Limits**
- h) any Business or other activity not connected with the **Business** conducted from the **Premises** as stated in the Schedule
- i) non-payment by guests of their bills or accounts or of any other **Money** due to the **Insured**

Conditions

1. It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times
 - a) the times of transits routes and conveyances used shall be varied as far as is possible
 - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
 - c) transits of amounts of
 - i. up to KES 500,000 shall be accompanied by at least one person
 - ii. KES 500,000 to KES 1,000,000 shall be accompanied by at least two people
 - iii. KES 1,000,001 to KES 3,000,000 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
 - iv. amounts exceeding KES 3,000,000 shall be transported by specialist security carrier
2. It is a condition precedent to the **Insurer's** liability that when the **Premises** as stated in the Schedule or any authorised person's private dwelling house in which **Money** is kept is left unattended
 - a) all locks bolts and other protective devices are in full operation
 - b) all keys must be held in the personal custody of an authorised person and removed from
 - i. the unattended **Premises** as stated in the Schedule or
 - ii. from the final exit door of any authorised person's unattended private dwelling house

THEFT BY EMPLOYEES

For the purposes of this Additional Cover Employee shall mean permanent Employees under a contract of service or apprenticeship with the **Insured** and the Definition of **Employee** shall not apply

The **Insurer** will indemnify the **Insured** for direct loss of **Money** or **Non-Negotiable Money** or **Property** belonging to the **Insured** or for which they are legally responsible

- a) caused by any act of fraud or dishonesty committed during the Period of Insurance by any Employee with the clear intention of making or which results in improper financial gain for themselves or for any other person or organisation and
- b) which is discovered by the **Insured** and notified to the **Insurer** within 30 days of the loss Provided

that

- a) all losses **Insured** by this Additional Cover and committed by any one Employee or series of Employees working in collusion with each other shall be regarded as one specific event
- b) the liability of the **Insurer** shall be restricted to KES 1,000,000 in respect of any one specific event Exclusions

The **Insurer** shall not be liable under this Additional Cover for

- a) loss attributable solely to any unexplained shortages
- b) loss caused by an Employee before this Additional Cover inception
- c) loss where the **Insured** continues to entrust the defaulting Employee with access to **Money** or **Non-Negotiable Money** or **Property** after becoming aware of any material fact that questions the honesty of the Employee
- d) any indirect loss arising as an indirect consequence of the specific event in respect of which indemnity is provided by this Additional Cover

BASIS OF SETTLEMENT

The **Insurer** will pay the value of the **Money** or **Non-Negotiable Money** or **Property** at the time of the loss or at its option replace or reinstate the **Property**

ALL RISKS ON PORTABLE PROPERTY

The **Insurer** will indemnify the **Insured** against **Damage** from the **Insured Perils** to the portable Property specified in the Schedule used in connection with the **Business** within the Geographical Areas specified in the Schedule

The liability of the **Insurer** under this Additional Cover shall be limited to KES 1,000,000 any one claim and KES 250,000 any one article

Exclusions

The **Insurer** shall not be liable for

- a) **Damage** to portable Property left unattended unless contained in
 - i. a securely locked building or
 - ii. a Vehicle which has been securely locked at all points of access and any security alarms and immobilisers fitted to the Vehicle are in full operation and the portable Property is concealed from view
- b) depreciation or electrical or mechanical breakdown
- c) **Damage** arising from wear and tear or from any process of cleaning restoring adjusting or repairing
- d) **Damage** by official confiscation or detention

For portable school equipment, it is hereby agreed that exclusion a) shall not apply whilst being carried or in the custody or control of an airline

GOODS IN TRANSIT

The **Insurer** will indemnify the **Insured** for **Damage** to **Goods in Transit** within the **Territorial Limits** during the Period of Insurance

- a) whilst being carried on any **Vehicle** owned or operated by the **Insured**
- b) as Sendings by a carrier other than the **Insured** by means of road rail or inland air freight

The liability of the **Insurer** under this Additional Cover shall be limited to KES 10,000,000 for any one loss

Whilst **Goods in Transit** are being carried on any **Vehicle** owned or operated by the **Insured** the **Insurer** will also indemnify the **Insured** for

- a) **Damage** to packing materials protective sheeting ropes chains and toggles belonging to the **Insured** while being carried on the **Vehicle** subject to a maximum of KES 350,000 for any one loss
- b) **Damage** to personal effects belonging to the driver or attendant while carried by any **Vehicle** in the course of the employment of the driver or attendant with the **Insured** subject to a maximum of KES 75,000 for any one loss
- c) the removal of debris and site clearance of **Goods in Transit Damaged** from the immediate area of the site where the **Damage** occurred subject to a maximum of KES 350,000 for any one loss
- d) the additional costs incurred in transferring **Goods in Transit** to any other Vehicle following fire collision overturning or impact of the **Vehicle** including carrying the **Goods in Transit** to the original destination or place of collection subject to a maximum of KES 350,000 for any one loss
- e) reloading onto the **Vehicle** any **Goods in Transit** which have fallen from the **Vehicle** subject to a maximum of KES 350,000 for any one loss
- f) resecuring the **Goods in Transit** where there is dangerous movement of the load subject to a maximum of KES 350,000 for any one loss

Exclusions

The **Insurer** shall not be liable under this Additional Cover for **Damage** to any **Goods in Transit** arising out of or attributable to

- a) defective or inadequate packing or insufficient addressing
- b) breakdown of refrigeration or insufficient insulation
- c) spillage leakage evaporation loss of weight or shrinkage
- d) depreciation loss of market delay or inadequate documentation
- e) any erection dismantling or installation
- f) loss of sheets ropes chains toggles or packing materials as a result of disappearance or shortage unless such loss is the result of an incident recorded by the **Insured**

Conditions

1. It is a condition precedent to the **Insurer's** liability for theft or attempted theft from any unattended **Vehicle** that whenever a **Vehicle** operated by the **Insured** and carrying **Goods in Transit** is unattended it shall be protected
 - a) between the hours of 9.00 am and 6.00 pm by all doors and windows and other means of access being securely fastened and locked
 - b) between the hours of 6.00 pm and 9.00 am by all doors and windows and other means of access being securely fastened and locked and the alarm and/or immobiliser approved by the **Insurer** being switched on and made fully operational and:-

- (i) either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park, or
- (ii) the vehicle not being left unaccompanied at any time

EQUIPMENT BREAKDOWN

In the event of an Accident at the **Premises** to Covered Equipment owned by the **Insured** or for which the **Insured** is responsible during the Period of Insurance the **Insurer** will indemnify the **Insured** in respect of any loss resulting from such loss destruction or **Damage** or at its option replace or reinstate such Covered Equipment in accordance with the provisions of the Policy provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the Limit of Indemnity stated in the Schedule

SECTION DEFINITIONS

ACCIDENT(S) MEANS

- a) electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- c) Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure
- d) loss destruction or **Damage** to Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
- e) loss destruction or **Damage** to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- f) loss destruction or **Damage** caused by operator error
- g) loss destruction or **Damage** caused by materials being processed

All Accidents that are the result of the same event shall be considered one Accident

BREAKDOWN MEANS

The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work

Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

COLLAPSE MEANS

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure

of chemical action or ignited flue gases or ignition of the Contents)

COMPUTER EQUIPMENT MEANS

- a) electronic computer or other data processing and/or storage equipment
- b) peripherals used in conjunction with a)
- c) software and programs licensed to the **Insured** and installed on a)

COVERED EQUIPMENT MEANS

- a) Computer Equipment
- b) Equipment at the **Premises** owned by the **Insured** or for which the **Insured** is responsible
 - i. built to operate under vacuum or pressure (other than weight of Contents) or
 - ii. oil and water storage tanks or
 - iii. used for the generation transmission storage or conversion of energy Excluding
- c) any supporting structure foundation masonry brickwork cabinet
- d) any insulating or refractory material
- e) any Vehicle aircraft floating vessels or any equipment mounted thereon (other than Vehicle recovery cranes or equipment which are included but not the actual Vehicle)
- f) self-propelled plant and equipment (other than fork lift trucks used by the **Insured** at their **Premises**) dragline excavation or construction equipment
- g) equipment manufactured by the **Insured** for sale
- h) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- i) any electronic equipment (other than Computer Equipment) used for research diagnostic treatment experimental or other medical or scientific purposes
- j) any Manufacturing Production or Process Equipment
- k) any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10kw) or photovoltaic equipment less than 50kw

DERANGEMENT MEANS

Electrical or mechanical malfunction of the machinery arising from a cause internal to the Computer Equipment unaccompanied by visible **Damage** to or breaking out of any parts of the equipment

EXPLOSION MEANS

The sudden and violent rending of Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the Contents) causing bodily displacement of any part of the Computer Equipment together with forcible ejection of the Contents

HAZARDOUS SUBSTANCE MEANS

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

MANUFACTURING PRODUCTION OR PROCESS EQUIPMENT MEANS

Any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by the **Insured** and any equipment which exclusively serves such machinery or apparatus

MEDIA MEANS

All forms of electronic magnetic and optical tapes and discs for use in any Computer Equipment

VERIFIED MEANS

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

EXTENSIONS AND SUB LIMITS TO SECTION 3

1. HAZARDOUS SUBSTANCES

The **Insurer** shall be liable for the additional cost to repair or replace Covered Equipment because of contamination by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such Property

The liability of the **Insurer** shall not exceed KES 1,500,000 any one Accident in respect of such additional costs

2. COMPUTER EQUIPMENT REINSTATEMENT OF DATA AND INCREASED COSTS OF WORKING

- a) The **Insurer** shall be liable under this Extension for loss destruction or **Damage** caused by or resulting from
 - i. an Accident to Computer Equipment at the **Premises**. The liability of the **Insurer** shall not exceed KES 2,000,000 for any one Accident
 - ii. an Accident to portable Computer Equipment providing it is **Insured** and within the Geographical Areas. The liability of the **Insurer** shall not exceed KES 200,000 any one Accident
- b) In addition the **Insurer** shall be liable for costs incurred in reinstating data lost or **Damaged** in consequence of an Accident to or Derangement of Computer Equipment
The liability of the **Insurer** shall not exceed KES 2,000,000 for any one Accident Provided that
 - i. liability is limited solely to the cost of reinstating data onto Media
 - ii. the **Insurer** shall not be liable for loss of or **Damage** to software
- c) In addition the **Insurer** will pay costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **Insured**

The liability of the **Insurer** shall not exceed KES 7,500,000 for any one Accident in respect of such additional costs

3. BUSINESS INTERRUPTION

The **Insurer** shall be liable for loss as described under Section 2 - Business Interruption (provided that Section 2 - Business Interruption is operative) caused by an Accident to Covered Equipment

The liability of the **Insurer** in any one Period of Insurance shall not exceed KES 5,000,000 under this Extension

4. PUBLIC AUTHORITIES/LAW OR ORDINANCE

If an Accident to Covered Equipment damages **Buildings** and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of Buildings or establishes zoning or land use requirements the **Insurer** shall be liable for the following additional costs to comply with such ordinance or law

- a) the **Insured's** actual expenditures for the cost to demolish and clear the site of undamaged parts
- b) the **Insured's** actual expenditures for increased costs to repair rebuild or construct the **Buildings** If the **Buildings** are repaired or rebuilt it must be intended for similar use or occupancy as the current **Buildings** unless otherwise required by zoning or land use ordinance or law
- c) loss as described in Section 2 – Business Interruption as a result of a) or b) above only if Section 2 – Business Interruption is operative

The **Insurer** shall not be liable for

- a) any fine
- b) any liability to a third party
- c) any increase in loss due to a hazardous substance other than as specifically **Insured** under Extension 1
- d) increased construction costs until the **Buildings** are actually repaired or replaced

This Extension is within and does not increase the Sum **Insured** for such **Buildings** stated in Section 1 – Material **Damage** of the Schedule

5. EXPEDITING EXPENSES

With respect to damaged Covered Equipment or Computer Equipment the **Insurer** shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement subject to a maximum of KES 1,000,000 in respect of any one Accident

6. HIRE OF SUBSTITUTE ITEM

If Covered Equipment is damaged as a result of an Accident the **Insurer** shall be liable for the cost of hire charges actually incurred by the **Insured** during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item damaged subject to a maximum of KES 1,000,000 in respect of any one Accident

7. LOSS OF CONTENTS OF OIL STORAGE TANKS

The **Insurer** shall be liable for the loss of the Contents of static oil storage tanks caused by

- a) escape of Contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
- b) contamination - contamination of the Contents of oil storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss

For the purposes of this Extension reference to oil storage tanks shall include all connected piping other than buried flexible or non-metallic piping

The liability of the **Insurer** under this Extension shall not exceed KES 2,000,000 any one Accident

8. REFRIGERATOR CONTENTS

The **Insurer** shall be liable for loss destruction or damage to frozen or chilled foodstuffs drugs or medicines owned by the **Insured** or for which the **Insured** is responsible in any frozen food cabinet deep freezer cold room cold store or refrigerator which is owned by the **Insured** or for which the **Insured** is responsible by or due to a change in temperature caused by an Accident or failure of the power supply

The **Insurer** shall not be liable for loss destruction or **Damage** caused by

- a) the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the public supply of electricity
- b) neglect or misuse
- c) wear tear deterioration of the cabinet or other gradually operating cause
- d) arising as a result of incorrect setting of thermostats or automatic controlling devices

This Extension is provided subject to an aggregate maximum of KES 1,000,000 at any one **Premises** in any one Period of Insurance however the **Insurer** shall not be liable for the amount of the 10% of any loss subject to a minimum of KES 10,000 of any loss whichever is the greater amount where the frozen food cabinet deep freezer cold room cold store or refrigerator is over 15 years old

BASIS OF SETTLEMENT CLAUSE

Subject to the following Special Conditions the basis upon which the amount payable in respect of Covered Equipment is to be calculated shall be the reinstatement of the Covered Equipment the subject of an Accident

For this purpose reinstatement means

- a) the replacement of Covered Equipment the subject of an Accident which provided the liability of the **Insurer** is not increased may be carried out
 - i. in any manner suitable to the requirements of the **Insured**

ii. upon another site

- b) the repair or restoration of Covered Equipment the subject of an Accident

in the case of a) or b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

SPECIAL CONDITIONS

1. The **Insurer's** liability for the repair or restoration of Covered Equipment the subject of an Accident shall not exceed the amount payable for replacement of the Covered Equipment
2. No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
3. All the terms and conditions of the Policy shall apply in respect of any claim payable under this clause except insofar as they are varied hereby

CLAUSE

Reinstatement of Losses

Unless written notice to the contrary is given by either the **Insurer** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss from the date of the loss destruction or **Damage** to the date of expiry of the Period of Insurance

EXCLUSIONS

The following Exclusions are in addition to those in the Policy to which this Section forms part

1. The **Insurer** will not be liable for loss destruction or **Damage** caused by
 - a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions

but if **Insured** loss destruction or **Damage** from an Accident results the **Insurer** shall be liable for that resulting loss or **Damage**

SECTION 1 – CLAUSES

All terms exclusions and conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

1. UNDERGROUND SERVICES

The **Insurer** will indemnify the **Insured** for **Damage** to underground water pipes gas pipes electricity and telephone cables extending from the **Premises** to the public mains from the **Insured Premises** but only to the extent of the **Insured's** responsibility

2. THEFT OF KEYS AND LOCK REPLACEMENT

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings Safes Strongrooms** or tills subject to an aggregate maximum of KES 250,000 in any one Period of Insurance provided that

- a) the original keys were stolen from the **Buildings** or the private residence of the **Insured** or the resident manager or any authorised **Employee**
- b) **Damage** by theft is not excluded in its entirety
- c) the indemnity provided by this Extension shall not apply to replacement of locks and keys arising from the failure of guests to return any keys belonging to the **Insured** upon final departure

3. THEFT DAMAGE TO BUILDINGS

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and are not otherwise **Insured** which directly results from **Insured Peril 7** provided that if the **Buildings** of the **Premises** are not **Insured** by this Section the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of KES 2,000,000 in any one Period of Insurance

4. TEMPORARY REMOVAL

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits** from the **Insured Perils** subject to a maximum for any one loss of 10% of the Sum **Insured** shown for **Contents** in the Schedule or KES 2,000,000 whichever is the lesser amount

This Extension shall not apply to

- a) motor Vehicles and motor chassis licensed for normal road use
- b) **Property** more specifically **Insured**

5. THIRD PARTY STORAGE LOCATIONS

The **Insurer** will indemnify the **Insured** for **Damage** to **Contents** or **Stock** from the **Insured Perils** whilst at third party storage locations within the **Territorial Limits** subject to aggregate maximums of KES 2,000,000 at any one location

6. LANDSCAPED GARDENS

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by the emergency services in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises** subject to an aggregate maximum of KES 1,000,000 in any one Period of Insurance

7. TRACE AND ACCESS

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source subject to a maximum of KES 1,000,000 for any one loss

8. CLEARING OF DRAINS

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning clearing or repairing drains gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils** but only to the extent of the **Insured's** responsibility subject to a maximum of KES 500,000 for any one loss

9. STUDENTS, GUEST AND VISITORS PERSONAL EFFECTS

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to students, guests and visitors personal effects at the **Premises** subject to a maximum KES 750,000 any one person

10. FIRE EXTINGUISHMENT EXPENSES

The **Insurer** will indemnify the **Insured** for costs incurred with the consent of the **Insurer** in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by fire subject to a maximum of KES 500,000 for any one loss

11. COMPUTER RECORDS

The **Insurer** will indemnify the **Insured** for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing **Computer Records** and not for the value to the **Insured** for the information contained therein but excluding any expenses in connection with the production of information to be recorded in such **Computer Records** for a maximum of KES 1,000,000 for any one loss and in the aggregate in any one Period of Insurance

12. THEFT OF BUILDING FABRIC

The **Insurer** will indemnify the **Insured** for **Damage** to

- a) the external fabric of the **Buildings** as a result of theft or attempted theft
- b) **Property** as a result of rainwater entry following theft or attempted theft of the external fabric of the **Buildings**

for which the **Insured** is legally responsible and is not otherwise insured

The liability of the **Insurer** under this Extension shall not exceed the Sum **Insured** shown for **Buildings** in the Schedule

This Extension shall not apply

- a) when scaffolding is erected at the **Buildings**
- b) where **Insured Peril 7 - Theft** is not operative

13. ACCIDENTAL ERROR AND OMISSION:

This policy extends to cover the **Insured** for an amount not exceeding 10% of the sum **Insured** hereby for any one item, in respect of inadvertent under-insurance or incorrect valuation by "bona fide" error, accidental omission to insure any extension or addition to Buildings and/or Contents (other than Stock-in-trade if **Insured** on a declaration basis) during the currency of this Policy.

This extension applies on condition that the **Insured** will give notice to the **Insurer** immediately any of the aforesaid happenings come to their notice and on reasonable demand undertake to pay any additional premium which may become due as a result thereof annually in terms of the adjustment provisions contained herein.

14. ALTERATIONS

The insurance by this Policy shall not be prejudiced by an alteration of occupancy due to the transfer of processes or machinery in the aforesaid Buildings, not structural alterations and/or repairs limited to Buildings, machinery and/or plant provided that notice be given to the **Insurer** as soon as practicable after such transfer or alteration has been made, and an additional premium paid if required from the date of such alteration.

15. ALTERATIONS AND REPAIRS

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

16. ARCHITECTS, QUANTITY SURVEYORS AND CONSULTING ENGINEERS' FEES

The insurance on a building or machinery under any item of this policy is declared to include Architects, Quantity Surveyors and Consulting Engineers Fees (for estimates, plans, specifications, quantities, tenders and supervision) necessary and actually incurred in the reinstatement or replacement of the said building or machinery following destruction by any peril hereby insured against excepting insofar as the **Insurer** elects to reinstate or replace wholly or in part any property so damaged or destroyed, but in no case exceeding 12.5% of the amount of the loss paid under the appropriate item of this Policy in respect of such destruction or damage.

17. AUTOMATIC ADDITIONS / DELETIONS

It is hereby declared and agreed that additional items will automatically be held covered under this policy provided that as soon as reasonably practicable after acquiring such items the **Insured** shall declare in writing to the **Insurer** all details relating to such items and the appropriate additional premiums paid. Deletions of items will be similarly effected from the day of disposal.

18. AUTOMATIC STOCK INCREASE CLAUSE (20%)

This insurance extends to cover amount representing additions and extension or increase in value in excess of the sum insured under item covering Stock up to 20% thereof, it being understood that the **Insured** undertakes to advise such additional insurances as soon as practicable and to pay the additional premium required from the date of inception thereof, and there upon this policy shall be endorsed accordingly. Following advice of any additional insurance the provisions of this Memorandum are fully reinstated.

19. AUTOMATIC REINSTATEMENT OF LOSS

It is understood and agreed that in the event of loss or damage to the property insured under this Policy the sum insured in respect of such property shall be automatically reinstated to the extent of the **Insured's** interest in any property substituted thereof, and the **Insured** shall pay to the **Insurer** an additional premium calculated at pro rata rates, in respect of such substituted property, from the date of such substitution to the next renewal date.

20. BUSH FIRE

It is hereby declared and agreed that loss or damage to the property insured under this policy occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the **Insured**) shall be deemed to be loss or damage within the meaning of this policy and the condition relevant of this policy shall to the extent be modified accordingly. Provided that if there shall be any other fire insurance on the property insured under this policy the **Insurers** shall be liable only pro rata with such fire insurance for any loss or damage as aforesaid whether or not such other fire insurance be so extended.

21. CONDITION OF AVERAGE (85%)

Whenever a sum insured is declared to be subject to the special condition of average then, if such sum shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be less than 85% of the value of the property insured in that amount, the **Insured** shall be considered as being his own **Insurer** for the difference between the sum insured and the full value of the property insured at the time of such destruction or damage and shall bear a rateable share of the loss accordingly.

22. CONTRACT PRICE

In respect only of goods sold but not delivered for which the **Insured** is responsible, and with regard to which under the conditions of sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against either wholly or to the extent of the loss or damage, the liability of the **Insurers** shall be based on the contract price and for the purpose of average the value of all goods to which this clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

23. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS

The insurance by this policy is extended to include costs necessarily incurred by the **Insured**, in respect of the demolition of Buildings and Machinery and/or removal of debris from the site, and in providing erecting and maintaining any street or pavement hoarding required during demolition 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 the policy shall not exceed the sum **Insured** thereby.

24. COST OF RE-ERECTION

The insurance by this policy extends to include the cost of re-erecting, fitting and fixing Machinery and Plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby

25. CUSTOMERS PROPERTY

The insurance by this policy on "Contents" and "Stock" extends to cover similar property in the Insured's care, custody or control, for which the **Insured** are not legally responsible but for which they may desire to assume responsibility, provided however that this policy shall only apply if, and so far as such goods are not otherwise insured.

26. DEBRIS REMOVAL

Cost 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 and Stock of any premises forming part of the property, such Contents not being the property of the **Insured**.

27. DESIGNATION OF PROPERTY

For the purpose of determining where necessary the column heading or item under which any property is **Insured** the **Insurer** agrees to accept the designation under which such property has been entered in the Insured's books.

28. EARTHQUAKE FIRE AND SHOCK

In consideration of the payment of an additional premium the **Insurer** agrees notwithstanding what is stated in the printed conditions of this policy to the contrary that this insurance covers loss or damage occasioned by or through or in consequence of Earthquake or Volcanic Eruption.

The **Insurer** shall not be liable in respect of each and every claim for the first 2% of the sum insured per location up to a maximum of KES 5,000,000

29. FIRE BRIGADE

It is hereby declared and agreed that:-

1. Following an outbreak of fire at or adjacent to the premises at which the property is insured, the **Insurer** will reimburse the **Insured** with the costs reasonably incurred in preventing, controlling or extinguishing such fire affecting (or threatening to affect) the property **Insured** in circumstances which have (or would have given) rise to a valid claim under the policy.
2. If any Municipality or Local Authority 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 the cost of water used in such extinction the charges so raised will be reimbursed to the **Insured** by the **Insurer**.

Provided that the total amount recoverable under any item of this policy does not exceed the sum insured thereby.

30. LOSS DUE TO VIOLENCE OR THREATS OF VIOLENCE TO EMPLOYEES

It is hereby declared and agreed that this policy is extended to cover losses due to violence or threats of violence to employees of the client.

31. CONTRACT PRICE

It is hereby declared and agreed that loss as insured by this policy resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at the premises anywhere in the territorial limits in respect of which the **Insured** have entered into a contract to have constructed, purchased, leased or tenanted shall be deemed to be loss resulting from damage to property used by the **Insured** at the premises.

32. NON-INVALIDATION

This insurance shall not be invalidated by any act or omission by any alteration whereby the risk of destruction or damage is increased, unknown to or beyond the control of the **Insured**, provided that immediately they become aware thereof they shall give notice to the **Insurer** and pay an additional premium if required.

33. PUBLIC AUTHORITIES

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby **Insured** as may be incurred solely by the necessity to comply with Building or other Regulations under or framed in pursuance of any act of Parliament or Ordinance of any Provincial, Divisional, Municipal or Local Authority provided:-

1. The amount recoverable under this clause shall not include
 - (a) the cost incurred in complying with any of the aforesaid regulations
 - (i). in respect of destruction or damage occurring prior to the granting of this extension;
 - (ii). in respect of destruction or damage not insured by the policy ;
 - (iii). under which notice has been served upon the **Insured** prior to the happening of the destruction or damage;
 - (iii). in respect of undamaged property or undamaged portions or property
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations not arisen
 - (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations or by law so necessitate) subject to the liability of the **Insurer** under this Extension not being thereby increased.
3. If the liability of the **Insurer** under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the **Insurer** under this Extension (in respect of any such items) shall be reduced in like proportion.
4. The total amount recoverable under any item of this policy shall not exceed the sum insured thereby.
5. All the conditions of the policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

34. PUBLIC UTILITIES

The insurance by this policy extends to cover telephone, gas, water and electric instruments, meters, piping, cabling and the like and accessories thereof, including similar property in adjoining yards or roads or underground, all the property of the **Insured** or of others for which the **Insured** are responsible.

35. REINSTATEMENT VALUE

It is hereby declared and agreed that in the event of the Buildings and Contents (excluding Stocks) insured under the within policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following special provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS:

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Insurer** not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the **Insurer** may (during the said 12 months) in writing allow: otherwise no payment beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein shall be made.

Until expenditure has been incurred by the **Insured** in replacing or reinstating the property destroyed or damaged the **Insurer** shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been insured in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any fire, or at the commencement of any destruction of or damage to such property by any other peril insured against by the policy, then the **Insured** shall be considered as being his own **Insurer** for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provisions.

This memorandum shall be without force or effect if -

the **Insured** fails to intimate to the **Insurer** within six months from the date of destruction or damage or such further time as the **Insurer** may in writing allow, his intention to replace or reinstate the property destroyed or damaged.

The **Insured** is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

BASIS OF SETTLEMENT

1. Property insured other than Stock

In the event of **Damage** to **Property Insured** other than **Stock** and **Computers** the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

In the event of **Damage** to **Computers** the basis of settlement shall be the cost of reinstatement meaning

- a) where any item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item **Damaged**
- b) where the item suffers **Damage** the repair of the **Damage** and the restoration of the **Damaged** portions to a working condition substantially the same as but not better or more extensive than its condition when new

Special Provisions

- i. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- ii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such Property been wholly destroyed
- iii. If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by such item exceeds its Sum **Insured** at the time of the **Damage** the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said um insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

3. Stock

In respect of **Stock** the **Insurer** will pay the **Insured** the value of the **Stock** at the time of its **Damage** with adjustment for wear and tear

If at the time of any **Damage** the value of the **Stock** insured under any item is greater than its sum insured the **Insured** shall be considered as being their own **Insurer** for the difference and shall bear a rateable share of the loss accordingly

CONDITIONS

1. Security Precautions

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Peril 7** under the Policy that whenever the **Premises** or any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business** are left unattended all locks bolts and other protective devices are in full and effective operation and security guards are employed.

2. Removal of Waste

It is a condition precedent to the **Insurer's** liability under Section 1 – Material **Damage** that all waste and refuse is swept up daily and removed completely from the **Premises** at least once per week.

SECTION 2 – BUSINESS INTERRUPTION

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the Period of Insurance from the **Insured Perils** under Section 1

- a) resulting in interruption or interference with the **Business** the **Insurer** will indemnify the **Insured**
 - i. in respect of a) the amount of loss resulting from such interruption or interference provided that at the time of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property** at the **Premises** and that liability shall be admitted or payment made therefore or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount

The liability of the **Insurer** under this Section shall not exceed in respect of any item its sum insured or Limit stated in this Policy or the Schedule at the time of the event

CLAUSE

Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the sum insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same Period of Insurance unless the **Insurer** has agreed to reinstate any such sum insured or Limit

BASIS OF SETTLEMENT CLAUSES

1. GROSS REVENUE

The Insurer will pay as indemnity to the Insured the amount of their loss in respect of each item stated in the Schedule as a result of loss of Gross Revenue and/or Increased Cost of Working

2. INCREASED COST OF WORKING ONLY

Increased Cost of Working as a result of the **Damage** not exceeding the amount of the reduction in Turnover thereby avoided

3. AVERAGE

If the sum insured is less than the **Gross Profit** for the 12 months (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) immediately prior to the occurrence of **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**

4. ALTERNATIVE TRADING

If during the **Indemnity Period** work is done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the amount paid or payable in respect of such work or services shall be accounted for in arriving at the **Gross Profit** during the **Indemnity Period**

5. DEPARTMENTAL

If the **Business** is conducted in departments the independent trading results of which are ascertainable the basis of **Gross Profit** shall apply separately for each department

6. ACCOUNTANTS' AND AUDITORS' CHARGES

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the **Insurer** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents

7. CURRENT COST ACCOUNTING

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

8. VALUE ADDED TAX

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

9. PAYMENTS ON ACCOUNT

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested subject to appropriate adjustment at the end of the **Indemnity Period**

EXTENSIONS TO SECTION 2

All terms exclusions and conditions of the **Insured Perils** under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

The liability of the **Insurer** includes loss as **Insured** by this Section resulting from interruption or interference with the **Business** in consequence of

1. PREMISES CLOSURE OR RESTRICTIONS

- a) Injury or illness sustained by any person caused by or traceable to foreign or injurious matter in food or drink sold from the **Premises** by the **Insured**
- b) murder or suicide occurring at the **Premises** subject to a maximum of KES 1,000,000 for any one loss

The **Insurer** shall not be liable under this extension for costs incurred in cleaning repair replacement recall or checking of Property

2. DENIAL OF ACCESS

Damage from the **Insured Perils** to Property within 250 metres of the **Premises** which shall prevent or hinder the use of or access to the **Insured's Premises** whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured** but excluding the Property of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of KES 4,000,000 for any one loss

SECTION 3 – WORKERS COMPENSATION (WIBA)

In the event of any **Insured** Employee in the Insured's immediate service shall sustain bodily injury by accident or disease arising out of and in the course of employment by the **Insured** in the Business described in the Schedule for which a claim shall first be made against the **Insured** and reported to the **Insurer** during the period of Insurance.

Further the Company agrees subject to the terms and conditions contained herein or endorsed hereinafter that if during the period of insurance the **Insured** person shall sustain any bodily injury caused by violent external and visible means outside the working hours which shall solely and independently of any other cause result in his death injury or disablement the Company will pay to the **Insured** or his legal personal representative the sum or sums of money in accordance with the scale of benefits set forth in the relevant Act. The Scope of cover entails accidental Death, Permanent Total Disability as a result of accident, and Total Temporary disablement as a result of accident, Medical expenses and Funeral Expenses.

THE LIMIT OF LIABILITY for compensation payable to any claimant or any number of claimants in respect of or arising out of one occurrence or more than one occurrence attributable to one source or original cause shall not exceed the limit of liability as follows:

Any one person	KES 150,000,000
Any one event	KES 300,000,000
Any one period of insurance	KES 300,000,000

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

JURISDICTION CLAUSE

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

MEDICAL EXPENSES

The indemnity provided by this Policy includes all medical expenses as defined in the Act or similar, incurred as a result of an accident or disease which entitles the employee to compensation under the provisions of this Policy subject to the maximum amount of KES 500,000

FUNERAL EXPENSES

The indemnity provided by this Policy includes funeral expenses incurred by the insured in the event of death of an employee as a result of an accident or disease as defined in the Act or similar subject to the maximum amount of KES 100,000

EXCEPTIONS

The Company shall not be liable in respect of;

- a) any liability not provided for in the appropriate Act
- b) any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- c) any injury by accident or disease sustained outside the Territorial Limits by any employee whose contract of service is not made within the Territorial Limits and not subject to their Laws.
- d) any injury by accident or disease sustained by any employee who is below the age of sixteen years.
- e) any injury caused or contributed to directly or indirectly by deliberate and wilful misconduct of the employee.
- f) any liability arising out of any court proceedings.
- g) any sum which the **Insured** would have been entitled to recover from any party but which cannot be recovered due to an agreement between the **Insured** and such party.
- i) any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by the **Insurer** and endorsed in the Policy.
- j) The following diseases or by whatever other name they may be referred to
 - (i) Pneumoconiosis
 - (ii) Asbestosis
 - (iii) Silicosis
 - (v) byssinosis
- k) any disease which may be brought within the provisions of the Work Injury Benefits Act specified in the Second Schedule by exercise of powers conferred by any provision therein;
- l) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) Nuclear weapons material.
 - (ii) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- m) An accident happening whilst the **Insured** Person is under the influence of intoxicating liquor or of a drug (unless administered under orders of a hospital or a qualified medical practitioner) or is in a state of insanity.
- n) Suicide or attempted suicide, intentional self injury, insanity, intemperance, a drug habit, venereal disease, deliberate exposure to needless danger (except in an attempt to save human life)

- o) Death or disablement where the **Insured** is a female resulting directly or indirectly from pregnancy or childbirth.
- p) The **Insured** Person playing football (other than as an amateur), mountaineering (using ropes),skiing, tobogganing, bob sleighing, skating or similar snow and ice sports, participating in speed or endurance tests or races of any kind (other than athletics), boxing or wrestling in public exhibitions, motorcycling in excess of 500cc and martial arts.

CONDITIONS

1. The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligation
2. In the event of any occurrence which may give rise to a claim under this Policy the **Insured** shall immediately give notice thereof to the Company with full particulars as specified in the Act and in any case not later than seven days. Every letter claim writ summons and process shall be notified or forwarded to the **Insurer** immediately on receipt. Notice shall also be given to the **Insurer** immediately the **Insured** shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
3. No admission offer promise or payment shall be made by or on behalf of the insured without the written consent of the **Insurer** which shall be entitled if it so desires to take over and conduct in its name the defense or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurer** may require.
4. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the **Insured** to employees during each Period of Insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the **Insured** shall at all times allow the **Insurer** to inspect such records and shall supply the **Insurer** with a correct account of all such wages salaries and other earnings paid during any Period of Insurance duly certified by the Insured's then auditors within three months from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference shall be met by a further proportionate payment to the **Insurer** or by a refund by the **Insurer** as the case may be but such refund by the **Insurer** shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance. If the **Insured** shall not have supplied to the **Insurer** with the audited account of all wages salaries and other earnings paid within the aforesaid Period, the Company shall be entitled to twenty five (25%) percent additional premium of the deposit paid for that period. The **Insurer** will not be bound by any premium receipt unless given on their printed official receipt form. Where this Policy is void or the benefit

hereunder is forfeited the premium paid in respect hereof will be retained by the **Insurer**.

The **Insured** shall supply a fresh declaration of wages at the commencement of each Period of Insurance.

WARRANTIES

RECORDS WARRANTY

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

- (i) their full names and national identity card number, passports or any other acceptable form of identity;
- (ii) the date and the time of engagement;
- (iii) their salaries wages or earnings and,

Such records shall be retained for a period of not less than six (6) years as required by the Act.

SAFETY AND HEALTH COMMITTEES WARRANTY

It is hereby warranted that the insured shall establish Safety and Health Committees at all workplaces employing twenty or more persons.

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

STATUTORY REQUIREMENTS

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

TRANSPORTATION OF WORKERS CLAUSE

The indemnity provided by this Policy shall apply to transportation of employees in vehicle(s) owned or hired by the **Insured** to and from their officially designated places of work and only in the course of their employment and/or (if applicable under the Schedule) to and from social recreational and sporting activities and whilst participating in such activities organized by or on behalf of the **Insured**.

CLAUSES

AIR FARES FOR TREATMENT

It is hereby declared and agreed that the sum insured under medical expenses shall extend to include the cost of any air fares incurred solely for the purpose of transporting the **Insured** person to any place for medical treatment provided that the **Insured** person's medical practitioner certified that this is necessary provided that the sum insured of KES 100,000 is not to be included in general medical expenses in the aggregate any one year.

DISAPPEARANCE CLAUSE

It is hereby declared and agreed that if the **Insured** (or insured person) disappears during the period of insurance and the body is not found within 12 months after the disappearance and there is no reason to suspect other than that the **Insured** (or insured person) has sustained bodily injury then the **Insurer** shall forthwith pay the death benefit under the policy provided that the party to whom the death benefit is paid shall sign an undertaking to refund such sum paid on demand should the **Insured** (or insured person) subsequently be found to be living

DRUGS EXCLUSION CLAUSE

It is hereby declared and agreed that the Drugs exclusion shall not apply where drugs are administered by a medical practitioner

EXTENDED GEOGRAPHICAL LIMITS

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this policy is extended to cover employees whose contracts are drawn within the Territorial Limits whilst working anywhere in the world subject to the Kenyan Jurisdiction Clause

SECTION 4 – EMPLOYERS’ LIABILITY

In the event of **Injury** sustained by any **Employee** of the **Insured** caused during the Period of Insurance and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the **Territorial Limits** the **Insurer** will indemnify the **Insured** in respect of all sums for which the **Insured** become legally liable to pay as compensation and claimant’s costs and expenses in respect of such **Injury**

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees**

LIMIT OF INDEMNITY

The liability of the **Insurer** under this Section for compensation and claimant’s costs and expenses (and **Legal Costs** and **Solicitors’ Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed:-

Any one person	KES	75,000,000
Any one event	KES	150,000,000
Any one period of insurance	KES	150,000,000

EXTENSIONS TO SECTION 4

Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) any officer or committee member or other member of the **Insured’s** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**
- d) Provided that
 - i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
 - ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

EXCLUSIONS

The Company shall not be liable in respect of

- (a) any liability of the **Insured** to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any legislation providing for the Workmen Injury Benefit Act or similar
- (b) The **Insured’s** liability to employees of contractors to the **Insured**
- (c) Any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (d) Any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- e) any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or usurped power.
- (f) (i) Pneumoconiosis
(ii) Asbestosis
(iii) Silicosis
(iv) Byssinosis
- (g) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (h) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
(ii) Any injury caused or contributed to directly or indirectly by the deliberate or wilful act of the **Insured**
- (k) loss from injuries or disease occasioned by or through or in consequence, directly or indirectly of the following occurrences namely:

Acts of **Terrorism** committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this condition, “**terrorism**” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.”

CONDITIONS

1. DISCHARGE OF LIABILITY

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

2. GEOGRAPHICAL LIMITS

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this policy is extended to cover employees whose contracts are drawn within the Territorial Limits whilst working anywhere in the world subject to the Kenyan Jurisdiction Clause

SECTION 5 – PUBLIC AND PRODUCTS LIABILITY

In the event of accidental

- a) **Injury** to any person
- b) physical loss of or physical **Damage** to material Property
- c) obstruction trespass nuisance or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring during the Period of Insurance and arising out of ownership or use of the **Premises** or in the course of the **Business** within the Territorial Limits the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** become legally liable to pay as compensation and claimant's costs and expenses

The **Insurer** will also pay **Legal Costs** and **Solicitors' Fees**

LIMIT OF INDEMNITY

The liability of the **Insurer** under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all **Injury** and **Damage** occurring during any one Period of Insurance in respect of **Products Supplied**
- c) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance

Shall not exceed the limits below:-

Any One Event	KES 1,000,000,000
Any One Period of Insurance	KES 1,000,000,000

or as shown in the policy schedule

SECTION DEFINITION

TERRITORIAL LIMITS

- a) East Africa and Territorial Limits as defined under Definitions
- b) anywhere in the World.

WORLDWIDE JURISDICTION

The indemnity provided by this section shall apply in respect of judgements which are in the first instance delivered by or obtained from a court of competent jurisdiction anywhere in the World.

Notwithstanding the above the following shall apply in respect of the United States of America or Canada where the action is brought in a court of law in or any judgement award, payment, settlement or proceedings are made within territories which operate under the

laws of the United States of America or Canada or where any order or proceedings are made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part, such extension is hereby granted.

In consideration of the granting of such indemnity, the **Insured** agrees to the following terms, conditions and exclusions in respect of any such judgement, award, payment, settlement or proceedings:-

- a) The indemnity does not apply to any judgement, award, payment, settlement or proceedings arising directly or indirectly out of Pollution as defined
- b) The indemnity does not include fines, penalties, punitive and exemplary **Damages**.

EXTENSIONS TO SECTION 5

1. CROSS LIABILITIES

Where the **Insured** comprises more than one party the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each provided that nothing in this Extension shall increase the liability of the **Insurer** beyond the amount for which the **Insurer** would have been liable had this Extension not applied

2. AIRSTRIP

The **Insurers** will indemnify the **Insured** in respect of Injury, Loss or **Damage** caused by or through or in connection with the ownership, hire or leasing of any airstrip or helipad subject to the **Insured** ensuring that the airstrip is fully maintained kept in good condition and registered

3. POLLUTION OR CONTAMINATION

The **Insurers** will indemnify the **Insured** in respect of Injury, Loss or **Damage** arising from

- a) Pollution or Contamination
- b) The spread of Fire

but only as a result of the event being a sudden, specific and identifiable cause

4. INDEMNITY TO OTHER PARTIES

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) any officer or committee member or other member of the **Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section

- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

5. MOTOR CONTINGENT LIABILITY

The **Insurer** will indemnify the **Insured** against legal liability arising out of the use of any motor Vehicle in the course of the **Business** anywhere in the Territorial Limits

Provided that the **Insurer** shall not be liable for

- a) any Vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
- b) **Damage** to such Vehicle or to goods conveyed in or on it
- c) any Vehicle being driven by the **Insured**
- d) any Vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** representative does not hold a license to drive such Vehicle unless such person has held and is not disqualified from holding or obtaining such a license
- e) in respect of which the **Insured** is entitled to indemnity under any other insurance

6. OVERSEAS PERSONAL LIABILITY

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any director or partner of the **Insured** or any **Employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the Territorial Limits in connection with the **Business**

The indemnity shall not apply to legal liability

- a) arising out of ownership or occupation of land and Buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

7. CAR PARK LIABILITY

The **Insurer** will indemnify the **Insured** against legal liability arising from **Damage** to the Vehicles of visitors or guests whilst in the **Insured's** car park at the **Premises** provided always that the **Insurer's** liability in respect of any one occurrence or series of occurrences consequent upon or attributable to any one single event shall not

exceed KES 1,000,000 any one event

8. SEXUAL ABUSE, MOLESTATION AND ABUSE

The **Insurer** will indemnify the **Insured** against legal liability arising out of any actual or alleged sexual abuse, molestation and/or abuse against any employee or student up to a maximum indemnity limit of KES 50,000,000

EXCLUSIONS

The indemnity granted under this Section shall not apply to liability arising

- a) from professional neglect treatment given or administered errors omissions advice design formula specification inspection certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged
- b) in respect of
 - i) **Damage** to any goods or other Property sold supplied delivered installed or erected by or on behalf of the **Insured**
 - ii) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or Property or any defective work carried out by or on behalf of the **Insured**
- c) in respect of **Products Supplied** other than
 - i) office machinery surplus to the **Insured's** requirements
 - ii) food or drink supplied as a service to guests and visitors
 - iii) proprietary branded goods other than medicines
- d) in respect of
 - i) any **Products Supplied** which to the knowledge of the **Insured** are to be used as a safety critical part in connection with aircraft hovercraft aerial or aero spatial devices watercraft drilling platforms or rigs motor Vehicles railways railway locomotives or carriages operational areas of gas chemical nuclear petrochemical or power generation plants or mines
 - ii) any **Products Supplied** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories
- e) respect of liquidated **Damages** fines penalties exemplary punitive aggravated or multiplied **Damages**
- f) in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**
- g) out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled Vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security, other than Liability

- i) which exceeds the underlying Legal Liability and Passenger Liability limits as provided by the relevant Motor **Insurer** and that said **Insurer** has paid or admitted liability or has been held liable to pay the full amount of indemnity provided by their policy
 - ii) while such Vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
 - iii) in respect of the loading or unloading of such Vehicle or the delivery or collection of goods to or from such Vehicle
 - iv) except where more specifically **Insured** by any other policy
- h) in respect of loss or **Damage** to any Property belonging to or in the charge or control of the **Insured** other than
- i) personal effects or Vehicles of any partner director or **Employee** of or visitor to the **Insured**
 - ii) personal effects or Vehicles of any guest as covered under the terms of Extensions 10 and 11
 - iii) **Premises** (and their Contents) not belonging leased Rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
 - iv) **Premises** (including their fixtures and fittings) leased rented or hired to the **Insured** but this Section does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement
- i) out of ownership possession or use by or on behalf of the **Insured** of any waterborne craft up to 15 metres in length designed to travel in on or through water (other than hand-propelled watercraft), but this exclusion shall not apply to Liability which exceeds the underlying Legal Liability and Passenger Liability limits under the relevant Marine liability policy cover and that said **Insurer** has paid or admitted liability or has been held liable to pay the full amount of indemnity provided by their policy
- j) out of ownership possession or use by or on behalf of the **Insured** of any Aircraft designed to travel in on or through air or space
- k) which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement
- l) from **Damage** or **Injury** caused by any belligerent or malicious Acts of the **Insured** or their **Employees**
- m) in connection with handling removal stripping out demolition storage transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos

It is agreed that this policy shall not apply to

- i) liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by arising from the inhalation and/or ingestion of or the existence of or exposure

to asbestos and/or any other substance or compound that incorporates asbestos.

- ii) liability which is a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation
- iii) any obligation to defend any claim or suit against the Assured alleging liability resulting from a) or b) above nor to Underwriters liabilities for Defence Costs arising therefrom.

Subject otherwise to the Terms Conditions Limitations and Exclusion of the Policy.

CONDITIONS

1. DISCHARGE OF LIABILITY

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses Legal Costs and Solicitors' Fees recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

2. OTHER INSURANCES

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

3. SPECIFIC CONDITIONS

It is a condition precedent to any liability of the **Insurer** in respect of Injury loss destruction or **Damage** arising out of the activities carried out by the **Insured** and their Guests that the following recommendations are adhered to as far as possible:-

- a) all safety equipment for equine, quad biking, cycling, camel riding, mountaineering and water sports should be provided at all times and be well maintained and checked regularly
- b) all guests should be requested to sign and date waivers for all activities mentioned, including Big Five activities plus general safari camp stays
- c) all guides, activity organisers and staff are fully qualified experienced in their particular field and records are kept accordingly

Full records must be kept at all times.

SECTION 6 – PROFESSIONAL INDEMNITY

Any One Event KES 50,000,000
Any One Period of Insurance KES 50,000,000 or

or as shown in the policy schedule

TEACHING INDEMNITY

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay to any person as compensation damages including claimants costs and expenses not exceeding the limits stated in the schedule in respect of any action brought or counter claims made against the **Insured** for negligence or alleged negligence, carelessness, omission, commission or any act or alleged act or default or alleged default whatsoever of the **Insured** arising out of the Business notice of a claim in respect of which has been given to the **Insurer** during the currency or within six months after expiry of the period of Insurance or cancellation of the Policy, all subject to:-

- a) The **Insurers** maximum liability under this extension will be limited to KES 5m any one incident
- b) **Insurers** will not be liable for the first KES 50,000 of each and every loss

The Company will in addition pay all costs and expenses of litigation incurred with its written consent in respect of a claim against the insured for compensation to which the Insurance expressed in this Policy applies and the excess stated in (b) above will not apply to these costs

INCIDENTAL MEDICAL MALPRACTISE

The **Insurers** agree to indemnify the **Insured** for injury caused by medical malpractice or by negligent act or omission in professional medical services rendered by the **Insured** during the Period of Insurance in connection with the provision of first aid treatment but only insofar as such liability is not insured by any other malpractice insurance

SEXUAL ABUSE, MOLESTATION AND ABUSE

The Insurer will indemnify the **Insured** against legal liability arising out of any actual or alleged sexual abuse, molestation and/or abuse against any employee or student

LIMITS OF INDEMNITY

- a) The liability of the **Insurer** under this Section for compensation in respect of
- b) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- c) all **Injury** and **Damage** occurring during any one Period of Insurance
- d) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance shall not exceed the limits below or as shown in the schedule:-

SECTION DEFINITION

TERRITORIAL LIMITS

- a) East Africa and Territorial Limits as defined under Definitions
- b) anywhere in the World

SECTION 7 – TERRORISM

This Section of the Policy is operative only if stated in the Schedule

In consideration of the payment of the premium in respect of the Period of Insurance the insurance provided by all Sections occasioned by or happening through or in consequence of **Terrorism** and loss consequent on interruption to or interference with the **Business** (but only where such loss is **Insured** under these Sections) resulting from such **Damage**

The **Insurer's** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the Limits as otherwise specified under these Sections as stated in the Schedule

SECTION DEFINITIONS

NUCLEAR INSTALLATION

Means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioActive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

NUCLEAR REACTOR

Means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

PERIOD OF INSURANCE

Means the period commencing from

- a) the Effective Date of the cover provided by this Section as shown in the Schedule or
- b) any subsequent renewal of the Policy and of this Section

Provided that any such Period of Insurance does not exceed twelve calendar months

EXCLUSIONS

This Section does not cover loss or destruction of or **Damage** caused

1. to any Property at a **Nuclear Installation** or **Nuclear Reactor**
2. by riot or civil commotion

Provided also that this Section is not subject to any of the General Exclusions of the Policy other than General Exclusions 1a) and 5

CONDITIONS

1. The **Insurer** will not indemnify the **Insured** unless and until
 - a) the incident is formally announced by the relevant authorities as an act of **Terrorism** or
 - b) in the event of the relevant authority refusing to issue formal announcement a tribunal formed by agreement between the **Insured** and **Insurer** decides that the cause of such loss was **Terrorism**
2. In any action suit or proceedings where the **Insurer** alleges that any **Damage** or loss resulting from **Damage** is not covered by this Section the burden of proving that such **Damage** or loss is covered will be upon the **Insured**

SECTION 8 – TRAVEL

SECTION DEFINITIONS

BENEFICIARY

Employees or students of the Insured.

INSURED TRIP

Any trip organized or in association with the Insured anywhere in the World, subject to the exclusions and limitations contained herein

IMMEDIATE FAMILY MEMBER OF THE INSURED,

Spouse, children, parents, grandparents and siblings.

CLOSE RELATIVE OF THE INSURED

Spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law and brothers and sisters in law.

USUAL COUNTRY OF RESIDENCE

The country where the Insured person is a citizen or permanent resident

ILLNESS

Any change in health diagnosed and confirmed by a legally recognised doctor during the life of the policy and which is not comprised or derived from either of the following two groups:

- (i) Congenital disease: the disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
- (ii) Pre-existing disease: the disease that the Insured suffered prior to the date of taking out this Policy, even if it wasn't diagnosed.

SERIOUS ILLNESS

Any illness that requires admission to hospital and which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned, or which involves the risk of death.

INJURY

A medical problem caused by a sudden and severe external cause or reason beyond the control of the Insured, within the validity period of this Policy.

SERIOUS INJURY

An injury which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or involves the risk of death.

ACCIDENT

The bodily injury suffered during the life of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. For the purposes of this policy, the following shall also be construed to be accidents:

- a. Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- b. Infections resulting from an accident covered by the policy.
- c. Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.

BENEFICIARY:

Person or persons for whom the Policyholder recognises the right to receive the corresponding amount of compensation as outlined in this contract. Should no one have been specified, the compensation will form part of the Policyholder's estate.

EMERGENCY DENTAL CARE

Any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any preexisting situation has been documented by dentist's report.

DOCTOR OR PHYSICIAN

An officially registered medical practitioner according to the law of the place where the claim happens.

OSTEOSYNTHESIS MATERIAL

Parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.

ORTHOPAEDIC MATERIAL OR ORTHESIS

Anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair, etc.).

PROSTHESIS

This are deemed to be any item of any kind that temporary or permanently replaces the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semisynthetic liquids that replace organic humours or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.

LIMIT

The amounts set forth in the Conditions of this Policy, Schedules of Covers and Economic Limits of each different Plan, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee.

FRAUDULENT CLAIMS

When the Insured, beneficiary or someone acting on their behalf, uses any fraudulent means or devices in order to obtain any of the benefits of this policy, consequently, any payment of any amount in respect of such claim shall be cancelled.

DEDUCTIBLE OR EXCESS

The amount of expenses (expressed as a percentage of the guaranty limit, or as a fixed amount) or the number of days which are not covered by the Insurer, that has to be paid or supported by the Insured Person before the Policy benefits become payable.

TERRITORY

Geographic area where the travel object of the contract takes place, and in which the events that occur there have coverage.

MEANS OF PUBLIC TRANSPORT /COMMON CARRIER

It will be understood like Common Carrier which are hired to carry out the trip object of this insurance and will remain limited to the plane, ship, train, or coach, including when going into and going out of the above mentioned way of transport. Equally there remains covered the Accident of the way of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) during the direct route between the point of exit or come (domicile or hotel) up to the terminal of the trip (station, airport, port).

COVER

The Company will immediately provide the Insured, the assistance specified under the Coverage clause of this Insurance Policy for mishaps that occur due to unforeseen incidents during the Insured Trip subject to full evidence of the organized trip in the event of a loss.

SUB SECTION A MEDICAL & EMERGENCY ASSISTANCE

1. Medical Expenses and hospitalization abroad

In the event of illness or injury of the insured occurring outside the usual Country of residence, The Insurer will pay the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor. The Assistance Company's medical team will maintain the telephone contacts necessary with the centre and with the doctors who attend to the Insured to supervise the provision of proper health care. This cover is subject to a limit provided by the referred plan.

2. Emergency Medical Evacuation in case of illness or accident

In the event of an accident or sudden illness, that is not pre-existing and which is acute, the Assistance Company will take charge of transferring the Insured to a properly equipped health centre or repatriating to his/her usual country of residence.

The Assistance Company's medical team will maintain the telephone contacts necessary with the doctors attending to the Insured and will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in. The Assistance Company will arrange the evacuation, using the means it deems suitable, based on the medical evaluation of the seriousness of the Insured's condition. These means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions relating to the means of transportation will be made by the the Assistance Company.

Approval and arrangements shall be taken from the Assistance Company. In case any transportation or arrangement is made without obtaining prior approval from the Assistance Company, the fees and incurred expenses will be paid by the Insured.

3. Emergency dental care

If and when found necessary, the Company will provide the Insured party with the dental assistance required abroad. This coverage is restricted to the treatment of pain, infection and removal of the tooth/teeth affected. An excess of 10% of the proposed limit is applicable per claim.

4. Daily Hospital Cash Benefit

If the insured person is confined to a hospital due to non-pre-existent sickness or an accident while the policy is in force, a Daily Hospital Cash Benefit will be paid for each day of hospitalization.

The benefit is payable from the 4th day of hospitalization and for a maximum of 10 days.

5. Repatriation of family member travelling with the insured

Should the Insured be hospitalized due to sudden illness or accident for more than ten days or be deceased, the Company will meet the cost of repatriating one immediate family member accompanying the Insured at the moment of the event, to his usual place of residence, when the latter is placed in the same country of residence of the Insured, and provided this immediate family member is unable to travel by his/her own means of transport or the means of transport used for the initial trip.

6. Repatriation of Mortal Remains

In the event of the death of the Insured, The Assistance Company will make the necessary arrangements for the return of the Insured's remains to the Insured's country of citizenship and the Company will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

Payment of coffin expenses and the costs of interment, cremation or funeral ceremony are excluded from this guarantee.

7. Travel of one Immediate Family Member

In the event that the Insured should be admitted to hospital as a result of an accident or illness covered in the policy, the insurer will take charge of the transfer of an immediate family member at the Insured's choice, from the usual country of residence of the Insured, including meeting the cost of the outbound to the place of hospitalisation, accommodation expenses and return journey,

8. Emergency Return Home following the Death of Close Relative

When an Insured's trip/journey is interrupted by the death of a close relative (spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law, brothers and sisters in law), the Company will

meet the cost of travel to the usual country of residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip. The Insured shall be required to furnish the evidence, documents or certificates of the event, interrupting the journey (death certificate).

SUB SECTION B PERSONAL ASSISTANCE BENEFITS 24 HOURS ASSISTANCE SERVICES

Medical Assistance

As soon as the Assistance Company is notified about a medical emergency resulting from the Insured's accident or illness, the Assistance Company will contact the medical facility or location where the Insured is placed and confer with the Physician at that location of the Insured to determine the best course of action to be taken.

If possible and if deemed appropriate by the Assistance Company providing the assistance benefits, the Insured's Physician will be contacted to in order to have a better knowledge of the medical conditions of the Insured, The Assistance Company will then analyse the situation and recommend the most appropriate way of providing the assistance benefits as well as arranging hospital admission of the Insured where, in

Legal Assistance

If the insured person is arrested or in danger of being arrested as the result of any action resulting from responsibilities attributed to him, the Assistance Company will, if required, provide him with the name of an attorney who can represent him in any necessary legal matters

Pre-Departure Services

Prior to The Insured's departure, The Assistance Company will provide basic useful information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and warnings about travel to certain locations.

International General Assistance

The Assistance Company will serve as a central point for translation and communication for the Insured during emergencies.

The Assistance Company agrees to provide to him advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems.

Abroad Information Assistance about lost Luggage and Passport

If the Insured outside his country of citizenship, notifies the Assistance Company that his/her luggage or passport has been lost, the Assistance

Company will endeavour to assist him/her by contacting the appropriate authorities involved and providing direction for replacing the passport or finding the luggage.

Delivery of Medicines

The Insurer will cover the expenses of sending medicines, in case of emergency, which are prescribed by the Doctor of the Insured, even if this prescription is previous to the trip, and are not available at the place where she/he is staying.

The costs of the medicines are excluded from this guarantee.

Relay of Urgent Messages

The Company will take charge of relaying the urgent messages of the Insured party, relating to any of the events covered in the Policy.

Advance of Bail Bond

The Company will advance funds for any legal bond required on behalf of an Insured up to the amount provided by the referred plan.

The Insured will be required to repay such sum as may have been advanced within 45 days. The Assistance Company will require valid credit authorisation prior to any such fund advance.

Advance of Funds

If, during a trip abroad, the Insured were deprived of cash as a result of robbery, loss of baggage, illness or accident, duly proved by the presentation of the corresponding documentary proof (receipts, certificates, formal complaints, etc.), the Company shall arrange to forward to the beneficiary the sum specified in the referred plan, provided that the amount requested is deposited beforehand at the registered offices of GA INSURANCE LTD in the form of Cashier's Payment Order (CPO) or cash.

Legal Defense Abroad

If the Insured is arrested or is in danger of being arrested as the result of any action resulting from responsibilities attributed to him, the Assistance Company will, if required, provide him with the name of an attorney who can represent him in any necessary legal matters.

The Insurer will cover the expenses of legal Defense abroad of the beneficiaries in the penal or civil procedures which are generated against the beneficiaries as a result of false arrest or wrongful detention.

Hijack in means of Public Transport

The insurer will pay the Insured a distress compensation up to the limit provided by the referred plan for every 24 hour during which any common carrier in which the beneficiary is travelling has been hijacked.

Cover in case of war and terrorism

This cover suppresses the exclusion related to incidents deriving from War and Terrorism only for those covers included under the Sub-Sections A and B of the referred plan.

SUB SECTION C: LOSSES & DELAYS BENEFITS

Loss of Passport, driving license, national identity card abroad

In case of loss of the Insured's passport, driving license, national identity card while abroad, the Company will take charge of the expenses of the replacements necessary for obtaining a new passport driving license, national identity card or equivalent consular document.

Compensation for in-flight loss of checked-in baggage

The Company will supplement the compensation for which the carrier is liable up to a limit provided by the selected Plan, as a sum of both compensation payments, for the collection of baggage and possessions checked in by each Insured, in the event of loss during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier. Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organisations.

The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier company shall not be less than 21 days.

A \$100 US dollars excess is applicable per claim.

Not sufficiently well packaged or identified baggage, fragile baggage or perishable products, money, jewellery, debit/credit cards, cheques and any type of document are excluded from this guarantee.

Compensation for delay in the arrival of luggage

In the event of a delay of more than 4 hours in delivering the baggage checked in, since the arrival of the flight on any IATA Member Airline, the Company will cover up to a limit specified by the selected plan for each Insured person, to purchase prime necessity items (those that are indispensable while the Insured awaits the arrival of the delayed baggage), provided that the relevant original copies of the invoices are furnished.

All such claims shall be accompanied by documents duly certified by the Airline attesting the occurrence of the event.

Location and forwarding of baggage and personal effects

The Company will furnish the Insured with advice on reporting the robbery or loss of his/her baggage and personal possessions, and will collaborate in arrangements for locating them.

In the event that the aforesaid possessions should be recovered, the Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her usual country of residence.

In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this policy

Delayed Departure

When the departure of the common carrier contracted by the Insured for travelling is delayed by at least 4 hours, the Assistance Company, subject to presentation of the corresponding original invoices, shall reimburse (upon presentation of original purchase receipts) any additional expenses incurred (transport and hotel accommodation, as well as basic necessity garments and meals) as a result of the said delay, up to the limits as stated in the schedule.

This guarantee duly excludes any delay that is a direct consequence of a strike called by employees of the airline company, the departure or arrival airports of the flight, or to service companies subcontracted by the same. Also excluded from this guarantee are those delays that occur on charter or non-regular flights.

All such claims shall be accompanied by documents duly certified by the Airline attesting the occurrence of the event.

Missed Travel Connection

The Assistance Company, subject to presentation of the corresponding original invoices, will reimburse the accommodation (room only) and travel expenses incurred in reaching your overseas destination if your connecting flight is missed at transfer point due to the late arrival of your flight.

All such claims shall be accompanied by documents duly certified by the Airline attesting the occurrence of the event.

Conditions and Limitations applicable to section C:

1. The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Policy.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured was booked to travel, as specified in the booking confirmation.
3. The insured will be required to send to the Assistance Company (at his own expense) the following evidence where relevant:

- a. An explicative letter of the Claim and full details of the travel itinerary;
- b. A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of your check in time;
- c. In the case of cancellation claims, the booking confirmation together with written details from the travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip
- d. The Unused travel tickets;
- e. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for;
- f. Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by Insured that will not be provided and the reason for this;
- g. A letter from the relevant public transport provider, detailing the reasons for the failure or confirming details of the strike, industrial action or adverse weather conditions;
- h. Any other relevant information relating to the claim under this section.

LIABILITY CONDITIONS

1. In the event of any claim the liability of the Company shall be conditional on the insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.
2. In the event of a claim under this Policy the Insured shall:
 - a) Take all reasonable precautions to minimize the loss.
 - b) As soon as possible telephone the Company to notify the claim stating the Benefits required.
 - c) Freely provide the Company with all relevant information.
 - d) Make no admission of liability or offer promise or payment of any kind.
3. MAPFRE ASISTENCIA will not reimburse or consider reimbursing any expenses which were not previously approved.

Previously approved expenses will have to include the claim number obtained from MAPFRE ASISTENCIA prior to sending the official receipts and/or letter explaining the reason and circumstances of why the Travel Assistance Services for which expenses are claimed were not obtained from MAPFRE ASISTENCIA directly.

SECTION D: PERSONAL ACCIDENT 24 HOURS

OBJECT AND SCOPE OF THE INSURANCE:

24 HOURS COVER:

Insurance covers accidents the Insured Person may suffer at any time, twenty-four hours a day, during the trip.

FOR THIS COVER:

The indemnity limit for each cover is that provided at the Specific Conditions of the Policy. Nevertheless, if the Insurer has paid an indemnity under the Disability cover, as a result of the same accident, it shall indemnify the difference between the amount paid and the insured sum in the event of death.

The indemnity limit for all Insured affected by the same accident is USD 200,000 (Two hundreds thousand), regardless the number of Insured or policies involved.

GENERAL CONDITIONS PER COVER:

The Insurer shall assume the coverage of the following guarantees, up to the insured Amount limit provided at the Specific Conditions of the Policy, as far as in the Specific Policy Conditions are expressly subscribed by the Policyholder.

ACCIDENTAL DEATH

- (a) Where an accident should lead to the death of the Insured, the Insurer shall pay the Beneficiary the sum determined for this eventuality.
- (b) If, prior to the death, the Insurer should have paid an indemnity for Disability, as a result of the same accident and this had occurred in less than one year, it shall indemnify the difference between the amount paid and the insured sum in the event of death. Should the indemnity already paid out be greater, the Insurer shall not lay claim to the difference.
- (c) If, upon the death of the Insured, there should be no designated beneficiary, nor rules to decide upon one, the insured sum shall go on to form part of the Insured's estate. Where there are several beneficiaries, and except agreement to the contrary, payment of the sum insured shall be divided equally between them, or in proportion to their share of the estate, where those designated are the legal heirs. That part not received by a beneficiary shall augment all the others, except agreement to the contrary, except in the case where any of them should be a wilful causer of the accident. In such a case, any designation in favour of the same shall be deemed null and void and the corresponding part not received shall go on to form part of the Policyholder's estate.
- (d) In order to obtain payment of the Insured Sum, the Beneficiaries should furnish the Insurer with the following documents:
 - Insureds Birth certificate and literal Death certificate.
 - Those that prove the Beneficiaries' identity. Should they be the legal heirs, it shall also prove necessary to present the declaration of heirs decreed by the competent Court.
 - Where the beneficiaries are duly designated in a will, a certification from the General Registry of Last Wills and Testaments or local equivalent Authority, together with a first copy thereof, will be required.
 - Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation or local equivalent Authority.

PERMANENT DISABILITY

(a) This shall be deemed to consist of the permanent anatomic loss applying to the Sum Insured the percentages established in the following Injury Table:

Injury Table	Percentage of indemnity %
Head and nervous system	
Complete mental derangement	100
Maximum expression of epilepsy	60
Total blindness	100
Loss of one eye or the sight thereof, where the other had previously been lost	70
Loss of one eye, while conserving the other, or reduction of binocular vision to 50%	25
Operated bilateral traumatic cataract	20
Operated unilateral traumatic cataract	10
Total deafness	50
Total deafness in one ear, having previously lost hearing in the other	30
Total deafness in one ear	15
Total loss of sense of smell or taste	5
Total mutism with impossibility of emitting coherent sounds	70
Ablation of the lower jaw	30
Grave disorders in the articulations of both jawbones	15
Spine	
Paraplegia	100
Quadriplegia	100
Mobility limitations as a result of vertebral fractures, without neurological complications or grave deformations of the spine: 3 per cent for each vertebra affected, up to a maximum of	20
Barré-Lieou syndrome	10
Thorax and Abdomen	
Loss of a lung or a reduction to 50 per cent of lung capacity	20
Nephrectomy	10
Enterostomy	20
Splenectomy	5
Upper Limbs	
Amputation of an arm at the level of, or above, the elbow	65

Amputation of an arm below the elbow	60
Amputation of a hand at the level of, or below, the wrist	55
Amputation of a thumb	20
Total amputation of an index finger or two joints thereof	15
Total amputation of any other finger or two joints thereof	5
Total loss of movement of a shoulder	25
Total loss of movement of an elbow	20
Total paralysis of the radial, cubital or median nerve	25
Total loss of movement of a wrist	20
Pelvis and Lower Limbs	
Total loss of movement of a hip	20
Amputation of a leg above the knee	60
Amputation of a leg, while conserving the knee	55
Amputation of a foot	50
Partial amputation of a foot, while conserving the heel	20
Amputation of a big toe	10
Amputation of any other toe	5
Shortening of a leg by 5 cm or more	10
Total paralysis of the external popliteal sciatic nerve	15
Total loss of movement of a knee	20
Total loss of movement of an ankle	15
Serious walking difficulties subsequent to the fracture of one of the heel bones	10

(b) Applying the table of injuries shall be governed by the following principles:

- When the injuries affect the non-dominant upper limb, the left of a right-handed person or vice versa, the indemnity percentages for the same shall be reduced by 15 per cent, except in case of a hand amputation related to a foot amputation.
- In order to determine the said percentages, neither the Insured's profession or age, nor any other factor not included in the table shall be taken into account.
- The accumulation of all the Disability percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.
- The total lack of functionality of some limb or organ shall be considered as total loss thereof.
- The sum of diverse partial percentages related to the same limb or organ shall not exceed the percentage of indemnity established for the total loss thereof.

- Those types of Disability not expressly specified shall be indemnified by analogy with other cases that do appear therein
 - Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ.
 - In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing Disability and that present after the accident.
- (c) For the purposes of the definitive indemnity, the degree of disability shall be determined by the Insurer whenever the Insured's physical condition is medically recognised as being definitive and the corresponding medical certificate of incapacity is provided. Where twelve months pass from the date of the accident, without the above being established, the Insured may request from the Insurer a further period of up to twelve months more, after which time the latter must determine the disability on the basis of what it believes, will be the definitive condition.
- (d) Should the Insured not accept the Insurer's proposal, duly made in accordance with the medical certificate of incapacity and in line with the scale outlined in the policy, the following rules shall apply:
- Each party shall appoint a medical expert and their written acceptance must be duly recorded. Should one of the parties not make such an appointment, he shall be obliged to do so within eight days of the date on which the party who had done so requires him to comply; should the former still not name anyone within this period, it shall be taken that he accepts the report issued by the other party's appraiser and he shall be duly bound by it.
 - Where the experts reach an agreement, this shall be reflected in a joint report, which shall state the causes of the loss, the degree of disability, any other circumstances that have a bearing on the determination of the same and the corresponding percentage of indemnity proposed.
 - Where no agreement between the medical experts is forthcoming, both parties shall agree on the designation of a third appraiser. Should this agreed designation not prove possible, this shall be incumbent on the competent Judge corresponding to the Insured's address, under the Insured's country Law of Civil Procedure.
- b) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances. As well as damage caused during the course of strikes.
- c) Events or actions of the Armed Forces or Security Forces in peacetime.
- d) Fall of sidereal bodies and meteorites.
- e) Those derived from radioactive nuclear energy.
- f) Those caused when the Insured takes part in bets, challenges or brawls, except in the case of legitimate Defense or necessity.
- g) Accidents caused by the Insured's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
- h) Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0,50 grams per 1.000 cubic centimetres, or the Insured is fined or convicted for this cause.
- i) Intoxication or poisoning from the consumption of foodstuff.
- j) Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the policy.
- k) Illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptic forms and caused by any kind of loss of consciousness as a result of an accident as the latter is that they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty-five days subsequent to the date on which it occurred.

2. Unless expressly included in a specific Plan and subject to payment of the relevant surcharge Premium, the consequences of the following are excluded from the guarantee object of this contract:

- a) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, navigation in international waters in craft not intended for the public transport of passengers, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.
- b) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers.
- c) Accidents due to a physical or manual risk activity (paid or not) such as: use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater/sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.

SPECIFIC EXCLUSIONS FOR PERSONAL ACCIDENT

1. In addition to the General Exclusions to all the guarantees of this policy described at the end of these General Conditions, the Insurer does not cover the consequences originated or produced by the following:

- a) Bad faith on the part of the Insured or those intentionally caused by the same, except where the damage was sustained in order to avoid something worse.

TRIP CANCELLATION OR CURTAILMENT

1. TRIP CANCELLATION EXPENSES

The guarantee relating to travel cancellation expenses comes into force at the inception of the policy and expires at the time the Insurer receives notification of inclusion, and ends the moment the trip starts or where multi destinations, at any onward travel (boarding the means of group transport used on the trip).

The Insurer will meet the cost of the reimbursement up to a limit provided by the related plan applying the specified Excess - for the travel cancellation expenses charged to the Insured and invoiced to him/her in application of the general conditions of sale of his/her provider, provided that he/she cancels the trip before it starts.

This guarantee grants entitlement to the indemnity where the interruption of the trip takes place for any of the causes listed in Article 3 of this Section F. **IMPORTANT:** The insurance premium cannot form part of any claim. An excess of USD 50 per Insured Person is applicable per claim.

2. CURTAILMENT:

If you can't avoid cutting short your trip because of one of the reasons listed below the Insurer will meet the costs, up to the amount shown in the table of benefits for travel and accommodation expenses paid and which cannot. This guarantee grants entitlement to the indemnity where the interruption of the trip takes place for any of the causes listed in Article 3 of this Section F. **IMPORTANT:** The insurance premium cannot form part of any claim.

An excess of USD 50 per Insured Person is applicable per claim.

Causes for Trip Cancellation or Curtailment:

- a) Serious illness, serious bodily accident, or death, sustained by:
 - The Insured or a member of his /her Close Relatives as defined in the present Travel Insurance General Conditions.
 - The person in charge, during the trip, of the custody, in the usual place of residence in the Home Country, of the underage or disabled children.
- b) Notification to appear as party, witness or jury of a Court, unless there had been knowledge thereof prior to contracting the trip. An original copy of the court or administrative notification will be furnished.
- c) Serious damage caused by fire, explosion, robbery or by force of Nature, in his/her usual place of residence in the Home Country or in his/her own or rented business premises, which rendered them uninhabitable or under serious risk of greater damage occurring which justify indispensably his/her presence.

- d) Cancellation of the person who is to accompany the Insured on the trip, registered at the same time as the Insured, and insured by this same contract, provided that the cancellation stemmed from one of the causes listed above. The maximum number of persons covered by this cause is five.
- e) compulsory quarantine, jury service or witness summons applying to the Insured, a close business associate, a close relative or a personal friend with whom the Insured was to travel requiring appearance during the Period of Insurance;
- h) Unexpectedly not being able for medical reasons to have an inoculation for a destination for which inoculation is required or strongly recommended. If the inoculation is not possible due to the Insured's pregnancy, indemnification of the cancellation costs can only take place if the Insured, at the time of booking the trip, was not, and could not have been, aware of the pregnancy;

In order to claim compensation for these guarantees, the Insured must submit the following documents:

1. Copy of the document vouching for the occurrence of the accident (medical report or death certificate, fire-fighters report, complaint reported to the Police, insurance Insurer report, etc...). That document must, of necessity, reflect the date of the occurrence (admission to hospital, death, and accident), the diagnosis or type of damage, the clinical or background history, and the treatment prescribed.
2. Original copy of the invoice and/or receipts from paying the agency for the trip, and a copy of the travel voucher issued by the agency.
3. A copy or photocopy of the cancellation expenses invoice by the travel wholesalers to the retail agency, and a copy of the general conditions of sale of the wholesaler.
4. The original cancellation document issued by the travel agency, as well as the cancellation expenses invoice or payment slip thereof.

SPECIFIC EXCLUSIONS OF THESE GUARANTEES:

In addition to the General Exclusions to all the guarantees of this policy described in the General Conditions, Trip Cancellations and Curtailments are not guaranteed when they are brought about by:

- a) An aesthetic treatment, a cure, a travel or vaccination contraindication, the fact that it is impossible to continue in certain destinations the preventive medical treatment advised.
- b) Epidemics.
- c) Failure to furnish, for any cause, the documents indispensable for any travel, such as Passport, Visa, tickets, Identity Card or vaccination certificates.
- d) Non-emergency dental treatments and rehabilitation treatments.
- e) Illnesses sustained by persons aged seventy-five years old or more.
- f) mental or nervous illness or anxiety;

- g) expense arising from illness or injury where Insured:
 - Were proposing to travel against a doctor's advice,
 - Are receiving, or are on a waiting list for in-patient treatment in a hospital or nursing home,
 - Have received a terminal prognosis;
- h) any claim relating to a medical condition for which Insured received treatment in the 12 months prior to arranging Cover;
- i) any amount recoverable from a travel agent, tour operator, carrier or any other source;
- j) pregnancy or childbirth;
- k) Insured failing to allow sufficient time to reach his/her departure point from Insureds Home Country in time
- c) Costs and/or damages caused by baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products
- d) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type, unless specifically expressed in the Benefits schedule of the commercialized product;
- e) Those caused by or resulting from radioactive materials and nuclear energy;
- f) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate Defense or necessity;
- g) Illness or injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium;

THE COMPANYS LIABILITY CONDITIONS

- 1) In the event of any claim the liability of the Company shall be conditional on the insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.
- 2) In the event of a claim under this Policy the Insured shall:
 - a) Take all reasonable precautions to minimize the loss.
 - b) As soon as possible telephone the Company to notify the claim stating the Benefits required.
 - c) Freely provide the Company with all relevant information.
 - d) Make no admission of liability or offer promise or payment of any kind.
- 3) The Insurer will not reimburse or consider reimbursing any expenses which were not previously approved. Previously approved expenses will have to include the claim number obtained from The

Assistance Company prior to sending the official receipts and/or letter explaining the reason and circumstances of why the Travel Assistance Services for which expenses are claimed were not obtained from The Assistance Company directly.

GENERAL EXCLUSIONS

1) Loss, damage, illness and/or injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/cover granted under this Policy:

- a) The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
- b) Events or actions of the Armed Forces or Security Forces in peacetime, unless specifically expressed in the Benefits schedule of the commercialized product;
- h) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European territory, navigation in international waters in craft not intended for the public transport of passengers, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, free falling, gliding and, in general, any sport or recreational activity that is known to be dangerous;
- i) Hazardous winter and/or summer sports such as skiing and/or similar sports unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium;
- j) Permanent residents of the Country where the sinister causing a claim has occurred
- k) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters; and,
- l) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured.
- m) Internationally and locally recognized epidemics.
- n) Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the policy;
- p) Death as a result of suicide and the injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted injuries.
- p) Illness, injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance;
- s) Illness, injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any

- t) Illness or injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Company and agreed by its medical service;
 - u) Illness or injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
 - v) Mental Health diseases.
 - w) Venereal sexually transmitted diseases.
 - x) All pre-existing, congenital and/or Chronic Medical Conditions.
 - aa) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Company, can reasonably be related thereto, if the insured person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Protected Journey.
- 2) In addition to the foregoing General Exclusions, the following benefits are not covered by this insurance:**
- a) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of The Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Company with the vouchers and original copies of the invoices;
 - b) Assistance or medical services, which are not medically necessary and all elective and/or non-Emergency medical condition and its complications.
 - c) Rehabilitation treatments;
 - d) Prostheses, orthopaedic material or thesis and osteosynthesis material, as well as spectacles.
 - e) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
 - 1) Before this insurance comes into force;
 - 2) With the intention of receiving medical treatment;
 - 3) After the diagnosis of a terminal illness;
 - 4) Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip;
 - f) Expenses that arise once the Insured is at his/her usual country of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 92 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions. g)
 - g) Any Health Services that are received as Out-of-Hospital benefits.
 - h) All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
 - i) Services that do not require continuous administration by specialized medical personnel.
 - j) Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies).
 - k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency.
 - l) Prosthetic devices and consumed medical equipments
 - m) Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight (unless as a passenger), any kind of power-vehicle race, mountaineering activities involving the use of ropes, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities.
 - n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
 - o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
 - p) Services rendered by any medical provider relative of a patient for example the Insured person and the Insured member's family, including spouse, brother, sister, parent or child.
 - q) All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport.
 - r) Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A.
 - s) Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation services.
 - t) Medical services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
 - u) Any test or treatment not prescribed by a doctor.
 - v) Diagnosis and treatment services for complications of excluded illnesses.

3) The Company is exempt from liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.

HOW THE INSURED SHOULD APPLY FOR ASSISTANCE?

Since the appearance of an event that could be included in any of the guarantees described previously, the **Insured Person** or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Alarm Centre mentioned below, which will be available to help any person 24h/7d

<p>GENERAL 24/7 INTERNATIONAL HELPLINE</p> <p>+ 353 91 560 628 (From outside Ireland)</p> <p>or 091 560 628 (From Ireland)</p> <p>+ 44 845 217 1379 (From outside UK)</p> <p>or 0845 217 1379 (From UK)</p>	<p>By dialling our Emergency number, he/she will be prompt to provide:</p> <ul style="list-style-type: none"> • Passport or Identity card number. • Assistance card number. • Full name of the injured and the principal insured. • The cause of the call. • The place he/she are located (Hotel/ City/Address/Phone number) 	<p>Spoken Languages: English, Arabic & Persian.</p>
<p>HAJJ & UMRAH 24/7 HELPLINE</p>	<p>Saudi Arabia Toll free: 8008973919 Alternative number: +973 17 218919</p>	<p>Spoken Languages: English, Arabic & Persian</p>

Cover Table / Schedule of Covers MEDICAL & EMERGENCY ASSISTANCE	All Benefits Shown are per person
Medical expenses and hospitalization abroad	USD 75000
Emergency medical evacuation in case of illness or accident	Actual Cost
Daily hospital cash benefit	USD 50 per day / max. USD 500
Repatriation of family member travelling with the insured	Actual Cost
Travel of one immediate family member	USD 125 per day / max. USD 1250
Personal assistance	
Emergency dental care	USD 600
Repatriation of mortal remains	Actual Cost
Emergency return home following death of a close family member	Actual Cost - Economy class flight
Advance of bail bond	USD 25000
Personal assistance services	
24 hours assistance services	Unlimited
Delivery of medicines	Actual Cost - Service Only
Relay of urgent messages	Actual Cost - Service Only
Advance of funds	USD 2500
Legal defense abroad	USD 25000
Cover in case of war & terrorism	INCLUDED
Losses & delays	
Loss of passport, driving license, national identity card abroad	USD 300
Missed travel connection	USD 500
Luggage & delays	
Compensation for in-flight loss of checked-in baggage	USD 2000
Compensation for delay in the arrival of luggage	USD 500
Location and forwarding of baggage and personal belongings	Actual Cost
Delayed departure	USD 300
Personal accident	USD 25000 per adult USD 5000 per student
Personal accident 24 hours	USD 10000
Cancellation curtailment	
Trip cancellation or curtailment	USD 2000

GENERAL CLAIMS CONDITIONS

1. ACTION BY THE INSURED

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall:-

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons or theft by Employees and obtain a Police Abstract Report which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- d) take action to minimise the loss destruction or **Damage** and to avoid interruption or interference with the Business and to prevent further loss destruction **Damage** or Injury
- e) at their own expense supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
 - i. 7 days of **Damage** caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
 - ii. 30 days of expiry of the Indemnity Period in respect of Business Interruption claims
 - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Police Abstract Report obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

No claim under the Policy shall be payable unless the terms of this Condition have been complied with

2. RIGHTS OF THE INSURER

The **Insurer** shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event **Insured** by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any Property **Insured** without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any Property to the **Insurer**
- c) at its option indemnify the **Insured** by payment reinstatement replacement or repair in respect of any Property lost or **Damaged** or part thereof. If the **Insurer** elects to reinstate or replace any Property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items **Insured** more than the Sum **Insured** thereon

3. FRAUD

If any claim submitted under the Policy is in any respect

- a) fraudulent or
- b) is intentionally exaggerated whether ultimately material or not or
- c) fraudulent means are used or a false statement is made or a fraudulent declaration or device put forward in support of a claim
 - i. by the **Insured** or anyone acting on behalf of the **Insured** to obtain any benefit under the Policy or
 - ii. if any loss destruction or **Damage** or legal liability be occasioned by the wilful act or with the connivance of the **Insured**

all benefit under the Policy shall be forfeited

The **Insurer** shall have the option to avoid the Policy (and any other Policy held by the **Insured** with the **Insurer**) from the inception date of this insurance and treat this Policy as if it had never existed or avoid from the date of the claim or alleged claim or avoid the claim

In such circumstances the **Insurer** retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy

The **Insurer** also retains the right to inform the Police of suspected fraud

4. CONDITIONS

Every Condition to which the Policy or any part thereof is or may be subject shall from the time the Condition attaches apply and continue to be in force during the whole currency of the Policy and noncompliance with any such Condition insofar as it increases the risk of loss destruction or **Damage** shall be a bar to any claim in respect of such loss destruction or **Damage** provided that whenever the Policy is renewed a claim in respect of loss destruction or **Damage** occurring during the renewal period shall not be barred by reason of a Condition not having been complied with any time before the commencement of such period

5. CONTRIBUTION

If in the event of **Damage** or liability under the Policy there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum **Insured** bears to the value of the **Property**

6. ARBITRATION

If any difference shall arise as to the amounts to be paid under the Policy such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference 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 **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of the country as defined in the Territorial Limits.

7. CLAIMS CO-OPERATION

The **Insured** will provide all help and assistance and co-operation required by the **Insurer** in connection with any claim

USEFUL INFORMATION

TERMINATION

If you wish to terminate the contract at any other time please contact the Broker Intermediary or Agent who arranged the Policy

HOW TO MAKE A CLAIM

Please contact in the first instance the Broker Intermediary or Agent who arranged the Policy.

Alternatively telephone the Claims Helpline on +254 (20) 4050008.

Alternatively you may call the designated Loss Adjusters for the scheme as follows:-

Mardee Services Ltd 0724 301030 or 0724 794367

Please quote your Policy Number

HOW TO COMPLAIN

If you have a complaint about your policy or the service you have received please contact the Broker Intermediary or Agent that arranged it

If they are unable to resolve your complaint you may refer your complaint to the General Manager, JW Seagon & Co. Insurance Brokers (Mauritius) Ltd, 1st Floor, Bld.B, Nautica Commercial Centre, Royal Road Black River, Republic of Mauritius or e-mail vishen@jwseagon.com

Please quote the Policy Number in all correspondence



J W S E A G O N



caring for you