

AFRICA  
AMAZING DOESN'T COVER IT.



BUT WE DO.

**POLICY DOCUMENT**  
INSURANCE FOR THE  
TOURISM INDUSTRY



# WELCOME TO SAFARI PLAN

## THANK YOU FOR CHOOSING TO PURCHASE A SAFARI PLAN POLICY

Safari Plan is a package policy tailored to suit Businesses in the Safari and Tourism industry.

The policy is underwritten by ICEA Lion General Insurance Co. Ltd. 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**



# SAFARI PLAN INSURANCE POLICY

JW Seagon & Co. Insurance Brokers (Kenya) Ltd (the Managing Agent) has developed this Package cover with ICEA Lion General Insurance Co. Ltd. (the **Insurer**) with all administration of the scheme being provided by J W Seagon & Co. Insurance Brokers (Kenya) Ltd (the Administrator). ICEA Lion General Insurance Co. 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 (Kenya) Ltd and ICEA Lion General Insurance Co. Ltd.



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



**Lucy Karanja**  
**Underwriting Manager**  
**ICEA LION General Insurance Company Ltd.**

# DEFINITIONS

## ACT

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

## 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 PERSONAL EFFECTS

Comprising all personal effects belonging to a guest 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 PROFIT

The amount by which the sum of the **Turnover** and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Specified Working Expenses**

## 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 **Insurer** 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

## 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

## 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**

## RATE OF GROSS PROFIT

For the purpose of a new **Business** that has not yet been trading 12 months the Rate of Gross Profit earned on the **Turnover** during the period between the date of commencement of the **Business** and the date of the **Damage**

For all other businesses the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

## 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

## 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

## 10. RECORDS

It is a condition of this policy that full records are kept of all assets, staff, transactions, cash deposits and withdrawals and any or all information which may be required by Insurers at the time of loss

## 11. WATCHMAN WARRANTY

Unless stated herein to the contrary it is warranted that watchman are employed or contracted in on a 24 hour basis.

# 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

#### **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) self-propelled plant and equipment (other than fork lift trucks used by the **Insured** at their **Premises**) dragline excavation or construction equipment
- f) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- g) any electronic equipment (other than Computer Equipment) used for research diagnostic treatment experimental or other medical or scientific purposes
- h) any Manufacturing Production or Process Equipment

## 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 and in any one period of insurance

### 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 500,000 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. GUEST PERSONAL EFFECTS

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to guests' 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**:-

all up to 10% of the sum insured under this section.

## 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.

### 36. NON FORCIBLE BURGLARY

In the event of any loss or damage as a result of theft not involving forcible or violent entry to or exit from the property, the Insured shall be responsible for the first KES 100,000 of each and every loss.

# 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 PROFIT

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 Profit** due to reduction in **Turnover** and/or **Increased Cost of Working**

- a) the amount payable in respect of a reduction in **Turnover** shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover shall fall short during the **Indemnity Period** as a result of the **Damage**
- b) the amount payable in respect of the **Increased Cost of Working** as a result of the **Damage** not exceeding the amount of the reduction in **Turnover** thereby avoided

less any Specified Working Expenses saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Turnover** that may cease or be reduced as a result of the **Damage**

Provided that adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

#### 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

### 3. GOODS IN TRANSIT

**Damage** to **Goods in Transit** if and for which the **Insurer** has admitted liability subject to a maximum of KES 2,000,000 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 200,000,000
Any one period of insurance	KES 200,000,000

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

## 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

### TOUR OPERATORS LIABILITY

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

### 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:-

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

## 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**

# 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 Loss Adjusters and Insurance Surveyors 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](mailto:vishen@jwseagon.com)

Please quote the Policy Number in all correspondence







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caring for you