

# Heritage

Insurance Company

A member of  LIBERTY

## THE HERITAGE INSURANCE COMPANY KENYA LIMITED

Liberty House, Processional Way  
PO Box 30390-00100, Nairobi, Kenya  
t +254 20 286 3000  
m 0711 039 000, 0734 101000 e [Info@heritage.co.ke](mailto:Info@heritage.co.ke)  
w [www.heritageinsurance.co.ke](http://www.heritageinsurance.co.ke)

A member of the Association of Kenya Insurers.  
A Co-operative partner of Jubilee Insurance Company.

### Welcome to THE HERITAGE INSURANCE COMPANY KENYA LTD

Dear Sir/Madam

Thank you for taking your **DOMESTIC PACKAGE INSURANCE** policy with us.

This is your policy document. It is the evidence of the contract that we have made with you.

Please read it carefully and keep it in a safe place.

Yours faithfully,

  
Managing Director



# Heritage

Insurance Company

A member of  LIBERTY

## IMPORTANT NOTES

1. The policy document is made up of the policy schedule, policy wordings and policy clauses wordings. If you find that it does not meet your requirements, please contact us or write to us and return the document to the company within 30 days with your suggestions for necessary consideration.
2. Any material change affecting the insured by this Policy must be advised to the Company immediately.
3. In the event of any loss or damage to the insured property or occurrence of an event/incidence that may lead to a claim, immediate notice should be given to the Company. Prompt reporting of a loss is important for preserving evidence that may be critical in determining admissibility of the claim and amount payable.
4. You shall comply with all the conditions of this Policy. In the event of a claim you shall provide all facts, information and supporting documentary evidence to enable the Company to process your claim.
5. Should you be dissatisfied with the settlement of a claim, please send your appeal to the Heritage Insurance customer fairness committee (CFC), to the attention of Director - Operations, through any of our various communication channels. Should the outcome from CFC committee not be satisfactory, it is open to you to seek redress through arbitration, or you may refer the matter to the Insurance Regulatory Authority who will assist in resolving your complaint with the Company.
6. This Policy is not transferable.

If you have any queries regarding the cover or terms and conditions, please contact your insurance broker or The Heritage Insurance Company Kenya Limited on the following contact details;

Phone numbers: 0711039000/ 020 2783000 or [info@heritage.co.ke](mailto:info@heritage.co.ke)

For more information about us, please visit our website [www.heritageinsurance.co.ke](http://www.heritageinsurance.co.ke)

# DOMESTIC PACKAGE (DP) POLICY SCHEDULE

Agency : STANBIC BANCASSURANCE INTERMEDIARY LIMITED  
Policy No.: 150608151000146  
The Insurer: THE HERITAGE INSURANCE COMPANY KENYA LTD CURRENCY: KSHS

Name and Address of Insured  
CUSTOMERS OF STANBIC BANK (K) LIMITED  
P.O. BOX 30550 - 00100  
NAIROBI  
KENYA

Business or Occupation of Insured

PIN :P000594433T

**PERIOD OF INSURANCE:**

From 01/01/2024 to 01/01/2025 both dates inclusive to be renewed annually

**Date of signing of Policy:**

26/02/2024

**Premium:**

As per Declaration

**Training Levy:**

**Stamp Duty:**

**PHFund:**

**First Premium:**

**Renewal Premium:**

**Renewal Date:**

01/01/2025

SECTION A - BUILDINGS: - As Declared

SECTION B - CONTENTS: - No cover

SECTION C - ALL RISKS: - No cover

SECTION D - WORK INJURY BENEFITS ACT No cover

SECTION E - EMPLOYERS LIABILITY - No cover

SECTION F - OWNER'S LIABILITY - No cover

SECTION G - OCCUPIERS' AND PERSONAL LIABILITY - No cover

SECTION I - PET INSURANCE SECTION: -No cover

Item No.	Breed Name	Age	Sex	ID NO	Sum Insured
<b>TOTAL SUM INSURED</b>					<b>0.00</b>

Signed



on 26/02/2024

For and on behalf of THE HERITAGE INSURANCE COMPANY KENYA LTD

## DOMESTIC PACKAGE INSURANCE POLICY

### IMPORTANT

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please return the document to the Company with your advices for necessary rectification.
2. Any material change affecting the property Insured by this Policy must be immediately advised to the Company.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company.
4. Should you be dissatisfied by the settlement of any claim under this Policy, you may refer the matter to the Insurance Regulatory Authority who will assist to resolve the matter.
5. This Policy is not transferable unless as provided for under the Policy.

## DOMESTIC PACKAGE INSURANCE POLICY

WHEREAS the Insured by a proposal and declaration, written application or statement which shall be the basis of this contract has applied to **The Heritage Insurance Company Kenya Limited** (herein after called the Company) and paid premium as consideration for the insurance herein contained;

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

INSURED VALUE - The sum insured will be maintained under the Sections as follows:

### SECTION A - Buildings

The replacement value of the property insured

### SECTION B - Contents

The replacement value of the Property insured as described under basis of settlement below.

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

### BASIS OF SETTLEMENT

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

Under section A - Replacement value of the property.

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

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

### DEFINITIONS

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

#### Buildings

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

## Contents

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

## Domestic Staff

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

## Home

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

## Members of the Insured's household

Persons normally residing in the premises described in the schedule.

## Unoccupied

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

Under section B: A home that has been left uninhabited for more than 7 consecutive days.

## Valuables

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

## Outbuildings

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

## Personal Effects

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

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

## SECTION A-BUILDINGS

### PROPERTY INSURED

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

1. Fire, Lightning, Thunderstorm, Earthquake or Volcanic Eruption (including Flood or Overflow of the Sea occasioned thereby) or Underground Fire
2. Explosion
3. Riot Strike and Civil Commotion which for the purpose of this Policy shall mean: -
  - a) The act of any person taking part together with others in any disturbance of the public peace, not being an excluded peril contained in the exceptions hereto
  - b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequences of any such disturbance
  - c) The act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
  - d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.
4. Malicious Damage caused by any other person other than a member of the Insured's household.
5. Aircraft or other Aerial Device or any article dropped there from.
6. Bursting or overflowing or escape of water from tanks, pipes and other apparatus excluding:
  - (a) Damage to the items themselves unless an Insured cause or cover is operative
  - (b) Loss or damage whilst the Buildings are left unoccupied for more than 30 days.
7. Theft accompanied by actual forcible and violent break-in into or out of the Buildings or any attempt thereof but excluding loss or damage occurring whilst the Buildings are left unoccupied for more than 30 consecutive days.

Note: The premises shall not be deemed occupied where a person only inhabits servants' quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied premises.
8. Impact with the Buildings by any:
  - (a) Road vehicle or animal
  - (b) Falling Trees, or branches but excluding loss or damage caused during tree felling or lopping by the insured.

- (c) Aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles or pylons.
9. Wind, Storm, or Tempest (including Floods and overflow of the Sea occasioned thereby) excluding: -
- (a) The first Kshs10, 000/= of each and every loss.
  - (b) Damage caused by Subsidence or landslip and
  - (c) Damage caused by Storm or tempest as regards any Buildings in course of construction reconstruction or repair (unless all outside doors, windows and other openings are complete and protected against such perils) awnings, blinds, signs external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences

AND IN ADDITION

10. Additional expense of alternative accommodation and loss of rent in the event of the Buildings being rendered uninhabitable by any of the Perils specified above the Company will indemnify the Insured against: -
- (a) Reasonable additional expense for alternative accommodation
  - (b) Loss of rent payable to the Insured actually incurred during the period Necessary for reinstatement of the Buildings.

PROVIDED that the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured unless a specific amount is insured for this extension.

**EXCEPTIONS RELATING TO BUILDINGS**

The Insurer shall not be Liable in respect of: -

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

SECTION B-CONTENTS



## PROPERTY INSURED

The Contents of the residence being a private dwelling house or private flat shown in the Schedule consisting of Furniture, Household Goods and Personal Effects of every description, the property of the Insured or any member of his household and Fixtures and Fittings, the Insured's own or for which he is legally responsible. No one article (furniture excepted) shall be deemed of greater value than 5% of the Total Sum Insured on the Contents unless such article is specifically insured.

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

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

1. Fire, Lightning, Thunderstorm, Earthquake or Volcanic Eruption or Underground Fire
2. Explosion.
3. Riot, Strike and Civil Commotion which for the purpose of the Policy shall mean: -
  - (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an Excluded peril contained in the Exceptions hereto
  - (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the Consequences of any such disturbance
  - (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
  - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
4. Malicious Damage caused by any other person other than a member of the Insured's household.
5. Aircraft or Other Aerial Device or any article dropped there from
6. Damage caused by Bursting or Overflowing or Escape of water from pipes or ther apparatus (Excluding damage caused thereto)
7. Theft
  - (a) Theft accompanied by actual forcible and violent breaking into or out of the Buildings or any attempt thereat.
  - (b) Theft in any other circumstances but excluding,
    - (i) Theft whilst the Buildings or any part thereof are leased, let or sub-let

(ii) Theft from any outbuilding not directly communicating with the private dwelling house or private flat mentioned in the schedule or from any Verandah thereto

(iii) The first Kshs 10,000/= of each and every loss

PROVIDED THAT during any period when the insured's private dwelling house has been left without an inhabitant cover against THEFT is entirely suspended from the beginning of the eighth consecutive day of such unoccupancy. The premises shall not be deemed occupied where a person only inhabits servants' quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied premises.

8. Impact to the Contents by;
  - (a) Any road vehicle or animal
  - (b) Falling trees or branches but excluding; Loss or damage caused during tree felling or lopping.
  - (c) Aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles or pylons.
9. Wind, Storm or Tempest, (including Floods Overflow of the sea occasioned thereby); Excluding the first Kshs.10,000 of each and every loss

#### PROPERTY NOT INSURED

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

#### EXTENSIONS UNDER SECTION B (CONTENTS)

1. Loss of or damage to buildings and Landlord's Fixtures and Fittings  
This Policy extends to insure against loss of or damage to the Buildings mentioned in the Schedule and /or Landlord's Fixtures and Fittings therein for which the Insured is legally responsible as tenant. However, this indemnity excludes the first Kshs. 10,000/ = of each and every loss and shall not exceed in the aggregate 10% of the Total Sum Insured under the section.
2. Temporary Removal  
This policy extends to cover the contents specified in the Schedule if they are not otherwise insured within the Policy Territorial Limits
  - (a) Against the perils 1 -9 set out above whilst;

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

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

3. Additional Expense of Alternative accommodation and Loss of Rent;  
In the event of the Buildings being rendered uninhabitable by any of the perils specified above this Policy extends to indemnify the Insured against:
- (a) Reasonable additional expense for alternative accommodation.
  - (b) Loss of rent payable by the insured actually incurred during the period necessary for the reinstatement of the Buildings.

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

#### **EXCEPTIONS RELATING TO CONTENTS**

The Insurer shall not be liable in respect of: -

- A. As regards Perils (2) and (3) above, any act of any person acting on behalf of or connection with any Organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influence of it by terrorism or violence.
- B. Except as provided for under Peril (3) above only, any accident loss, damage, expense, Liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering requisition or destruction of or damage to the Buildings or the contents by

order of the Government de jure or de facto or any public, municipal or local Authority of the country or area in which the Buildings are situated

C. Consequential loss of any kind except as provided in Extension No.3 above

## SECTION C - ALL RISKS

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

The Insurer may at its own option repair, reinstate or replace any such property lost or damaged or may pay in cash in lieu of the amount of the loss or damage. Provided that the liability of the Insurer shall not exceed the Sum Insured on each item of the Property Insured under this Section or in the whole the Total Sum Insured.

### EXCEPTIONS TO SECTION C

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

- a) Arising from wear and tear, depreciation gradual deterioration, moth, vermin, insects, inherent vice, rust or atmospheric conditions or action of light.
- b) Arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects
- c) To the property insured caused by its undergoing any process involving the application of heat or the actual process of dyeing, cleaning, repair, renovation or alteration or its being worked upon.
- d) Occurring outside the territorial limits.
- e) Due to theft or attempted theft by any member of the Insured's household
- f) Property in transit unless accompanied by the Insured or any member of his household.
- g) Breaking of Articles of brittle nature (other than lenses)
- h) Damage to sporting equipment whilst in course of play unless the loss is caused by fire or theft or accident.
- i) Theft of property from a motor vehicle unless the property stolen is contained at the time of the loss, in a locked boot or locker forming an integral part of the vehicle
- j) Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.
- k) Loss of cash, currency, bank notes or securities of any kind, stamps, coupons, bonds, title deeds, manuscripts, negotiable instruments or credit cards.
- l) Consequential loss of any kind or description.
- m) Loss or damage due to or arising out of delay confiscation or detention by Customs or other Officials or Authorities.

Provided the Insured shall be responsible for the first 10% of each and every loss subject to a minimum of Kshs: 10,000/-.

## MEMORANDUM 1

### VALUATION OF JEWELRY & RELATED VALUABLES

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

## MEMORANDUM 2

### PAIRS AND SETS CLAUSE

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

### SECTION D - WORK INJURY BENEFITS COVER

In the event of death of or bodily injury or disease to any domestic employee occurring during the currency of the policy and arising out of and in the course of employment, the Company will compensate for claimant's costs and expenses which the Insured will become liable to pay at law including payment under the Work Injury Benefits Act 2007 as set out here below:

#### ACT LIMITS

- Death: 96 months earnings subject to the set limits
- Permanent Total Disablement: As per WIBA but subject to the limits of liability
- Temporary Total Disablement: As per WIBA Act 2007 subject to twelve months earnings.
- Medical Expenses: Kshs 100,000/- Per employee per claim Subject to an excess of kshs. 5000/-
- Funeral Expenses: Kshs 30,000/- per deceased employee.

### SECTION E- EMPLOYER'S LIABILITY COVER

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

#### LIMITS OF COVER

- Any one person:- Kshs. 4,000,000/-
- Any one Occurrence Kshs 25,000,000/-
- Any one year Kshs 50,000.000/-
- Subject to deductible of shs.25, 000/-each and every claim

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

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

#### EXCEPTIONS

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

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

#### SECTION F - OWNER'S LIABILITY

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

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

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

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

In the event of the death of the Insured, the Insurer will, in respect of liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives



shall as though they were insured observe, fulfill and be subject to the Terms of the Policy so far as they can apply.

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

#### SECTION G-OCCUPIER'S AND PERSONAL LIABILITY

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

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

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

The Company agrees in terms of and subject to the limitations of this Section to indemnify any member of the Insured's (or in the event of the death of any person entitled to indemnity under this part of the Policy his personal representative) provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms in this Section so far as they can apply.



## **GENERAL EXCEPTIONS APPLICABLE TO THE POLICY**

The Company shall not be liable in respect of: -

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

## **GENERAL CONDITIONS OF THE POLICY**

### 1. Interpretation

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

## 2. Material Disclosure

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

## 3. Duty of Care

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

## 4. Claims Procedures

On all claims;

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

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

On Liability claims;

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

## 5. Fraudulent Claims

If the insured or his representative shall make a claim knowing the same to be fraudulent the claim shall become null and void. The Company will further refer this matter to the relevant law enforcement authorities.

#### 6. Other Insurances

If at the time of any claim arising out of the Policy, there shall be any other Insurance covering the same risk against loss or damage the Company shall not be liable for more than its rateable proportion.

#### 7. Subrogation

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

#### 8. Transfer of Rights/assignment

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

#### 9. Underinsurance

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

#### 10. Due Observance

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

#### 11. Cancellation

This policy may be cancelled at any time at the request of the Insured in writing to the Insurer and the premium shall be adjusted in the basis of the Insurer receiving or retaining the customary short-term premium or minimum premium. The Policy may also be cancelled by the insurer by fourteen (14) days notice given in writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Insurer receiving or retaining pro rata premium.

#### 12. Arbitration

Differences arising out of this policy shall be referred to a single mediator to be appointed by the parties in difference within 30 days of the dispute arising and the mediation process to be finalized not later than 30 days thereafter or a single arbitrator appointed by the parties in difference to be appointed within 30 days of the dispute arising. If the dispute still remains unresolved either party will refer the same to the chairman of the Chartered Institute of Arbitrators (Kenya branch) whose decision will be binding. The arbitral award will be final. If the dispute is not referred

to the arbitration process within (12) months the claim will be presumed to be abandoned.

### 13. Jurisdiction Clause

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

### **PETROL AND MINERAL OIL WARRANTY**

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

### **EARTHQUAKE EXCESS**

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

### **COST OF DEMOLITION**

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

### **COST OF DEMOLITIONS AND CLEARING AND ERECTIONS OF HOARDINGS**

The insurance by this Policy is extended to include costs, necessarily incurred by the Insured, in respect of the demolition of building and machinery and/or the removal of debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the Property Insured by fire or any other perils hereby insured against, provided that the total amount recoverable under any item of this policy shall not exceed the sum insured thereby.

**MISDESCRIPTION**

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

**BREACH OF WARRANTIES**

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

**FIRE BRIGADES CLAUSE**

It is hereby declared and agreed that:-

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

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

**EMERGENCY ENTRY**

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

**CONTRACTING PURCHASER**

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

**RENT PAYABLE CLAUSE**

This Company will be answerable for payment of the Rent as specified in the Schedule but in no case exceeding the actual rent payable by the Insured to the

owner or Landlord of the said Premises in the event of the same being untenantable during the whole term specified in the Schedule in consequence of damage or destruction by fire or any other peril hereby insured against. The amount payable under this Policy shall be in the proportion which the amount insured bears to the actual Rent of the premises; and, in case of the premises not being untenantable during the whole of the term aforesaid, the Company shall be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the Period of time during which the said premises may be untenantable bears to the whole time which would be required by a builder to put the Premises into tenantable condition.

#### DEBRIS REMOVAL PUBLIC AUTHORITY AND CONSULTANCY FEES

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

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

#### POLLUTION/CONTAMINATION

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

#### BUILDING UNDER CONSTRUCTION

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

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

#### UNDER SECTION B

#### TEMPORARY REMOVAL

This policy extends to cover the contents specified in the Schedule if they are not otherwise insured within the Republic of Kenya.

- (a) against the perils 1.....9 as set out above whilst;
  - (i) In any Private Residence, Hotel, Inn, Boarding House, Club, Nursing Home, hospital or school in which the Insured or member of the



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

#### EMERGENCY ENTRY

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

#### GUEST EFFECTS

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

#### DOMESTIC SERVANTS' PROPERTY

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

#### EXTENSIONS UNDER SECTION C

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

#### ENTERTAINMENT EQUIPMENT

Cover under this policy extends to include accidental damage to; Cable/Satellite/Digital Television Receivers, Aerials, and any such related items as specified in the schedule attaching to this policy.

#### PERSONAL EFFECTS/POSSESSION

Cover extends to include clothes and items of personal nature likely to be worn, used or carried including mobile phones and sports equipment if they are insured under any other policy. The maximum payable being Kshs. 15,000/= for any one article or replacement value whichever is less.

#### VALUABLES

Cover extends to include jewelry, articles of or containing gold, silver or other Precious metals, photographic equipments, binoculars, watches, fans, paintings and other works of art and collection of stamps, coins and medals.

The maximum paid under this extension is Kshs. 50,000/= any one article or replacement value whichever is less.

#### HOUSE CONTENTS REMOVAL

Cover is extended to cover accidental loss or damage to contents while being removed from the Insured's home by professional removal contractors to any new private residence within the territorial limit of the policy.

#### TERRITORIAL LIMITS

The territorial limit under this policy coverage is limited to Kenya only. However, cover under Section C for specified items may be extended to worldwide basis at an additional premium is charged to the Insured as the Company may determine.



**POLICY NO : 150608151000146**

## POLICY CLAUSES WORDINGS

**Clause Code                      Heading**

**Q0013A                      BANK CESSION AND LIEN CLAUSE**

It is hereby noted that as from 01/01/2024 the interest in the insurance by this Policy is deemed to be ceded to Stanbic Bank (K) Ltd and the undernoted Lien clause applies to such interest.

**LIEN CLAUSE:-**

Loss if any payable under this Policy is payable to Stanbic Bank (K) Ltd.as their interest may appear whose receipt will be valid discharge.

**Q00014                      BREACH OF WARRANTIES**

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

**Q00031                      ENDORSEMENT G2**

**MEMORANDUM:**

The Insured not having completed the Insurer's formal printed Proposal for this class of business but having proposed to the insurer by means of broker's risk note wherever the within policy makes a reference to "Proposal" or Proposal and Declaration" these terms shall be deemed to include the insured"s said proposal in lieu thereof.

Subject otherwise to the terms, provisos, conditions and exclusions of the Policy.

**Q00043                      MALICIOUS DAMAGE**

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean Loss or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in special Condition 6 of the said Riot and Strike Endorsement.

But the company shall not be liable under this extension for any loss or damage by fire or explosion or for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisos of the said Riot and Strike endorsement shall apply to this extension as if they had been incorporated herein.

**A015                      PETROL & MINERAL OIL WARRANTY: I**

Warranted that during the currency of this policy no Mineral Oil, Mineral Spirit or Liquid Fuel (Vegetable or Mineral and by whatever name Known) giving off inflammable vapour below 100 degrees Fahrenheit (such as Petrol, Naphtha, Benzine, Gasoline or the like), be stored, deposited or kept in any building referred to in this policy or in any building or buildings communicating therewith, and that no more than 60 gallons in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil and/or Liquid Fuel giving off inflammable vapour not below 100 degrees Fahrenheit but below 150 degrees Fahrenheit (such as Paraffin or the like), be stored, deposited or kept in any building referred to in this Policy and in any buildings communicating therewith.

**Q00066                      INFORMATION TECHNOLOGY EXCLUSION**

It is hereby declared and agreed that this insurance does not cover any damage due to loss, corruption of or unavailability of any kind of data media and/or damage due to malfunction of software unless:

- a) There is an ensuing damage not otherwise excluded but then only for such ensuing damage or  
b) An insured damage leads to loss of, corruption of or unavailability of data and/or malfunction of software.  
In such case this ensuing damage is indemnified according to specific limits and conditions as stated in the wording.

**Q00069 MEMO 1: POLICY RATING**

It is hereby declared and agreed that the rating of the policy is noted as follows:

- Buildings (i) 1.2 per mille for first class construction building including Political Violence  
(ii) 3.75 per mille for non- first class construction building but excluding makuti risks.

**A139 EARTHQUAKE EXCESS MEMO**

It is hereby declared and agreed that the insurer shall not be liable for the first 2% of the sum insured on each and every earthquake claim subject to maximum of Ksh. 5,000,000 per location.

**Q00055B REINSTATEMENT VALUE**

It is hereby declared and agreed that in the event of the property insured under the column or item(s) shown in the schedule to this policy as being subject to the following reinstatement conditions being destroyed or damaged, the basis upon which the amount payable under such column or item(s) 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 property except in so far as the same may be varied hereby.

**SPECIAL PROVISIONS**

1. The reinstatement of value will not apply to Merchandise and/or stock in trade, wooden structures ,Thatch and/or Makuti roofed structures, Plastic and/or polythene cladding on Green houses and all Non First class construction buildings.
2. 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 Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company 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.
3. Until expenditure has been incurred by the Insured in replacing the property destroyed or damaged the Company 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.
4. If at the time of replacement or reinstatement the sum insured representing the cost which would have been incurred 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.
5. This memorandum shall be without force or effect if

- a) The insured fails to intimate to the Company within six months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
- b) The insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- c) The Property insured is mobile phone older than one year or any other electronics equipment older than 3 years of age from the date of purchase when new.

**Q00088 ASBESTOS EXCLUSION**

It is hereby understood and agreed that this policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

**SUB CLASS: TERRORISM - DP**

**Q00098 PROPERTY TERRORISM SABOTAGE EXTENSION**

## TERRORISM COVER ANNEXTURE

It is hereby declared and agreed that the cover provided by this Policy is extended to cover Terrorism as outlined below.

### I. INSURING AGREEMENT

The Company will indemnify the Insured for its Loss in excess of the Deductible, but not exceeding the Limits of Liability, resulting from the following incidents, and any ensuing fire damage, damage from looting, or other damage caused by an act of a lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any of the following incidents, during the policy period:

1. Terrorism
2. Sabotage
3. Mutiny, Insurrection, Rebellion, or Coup d'Etat
4. Strike, Riot or Civil Commotion

### II. DEFINITIONS

The following words when used in this insurance have the meanings set forth below:

- A. "Buildings" means a roofed and walled structure, including any signs, glass, exterior light fixtures and poles, fencing or other man-made structures, and other property of the Insured associated with the Buildings.
- B. "Business Documents" means accounts, manuscripts, valuable papers, records, or files.
- C. "Business Interruption" means the reduction in Gross Earnings and the Expense incurred by the Insured as a result of the necessary interruption of the Insured's business caused by a direct physical Loss to the Insured Locations.
- D. "Civil War" means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.
- E. "Civil Commotion" means a substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.
- E. "Contents" means all property, other than Buildings, owned by the Insured and including improvements and betterments to Buildings occupied but not owned by the Insured and Finished Stock, Raw Stock, Stock-in-Process, and Merchandise except as excluded under Property Not Covered.
- F. "Coup d'Etat" means the overthrow of an existing government by a group of its citizens or subjects.
- G. "Cyber Terrorism" means any form of Terrorism executed through the use of the continuum of computer networks and bulletin boards in which on-line communication takes place.
- H. "Finished Stock" means stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.
- I. "Gross Earnings" means the sum of:
1. total net sales value of production; and
  2. total net sales value of Merchandise; and
  3. other earnings derived from operations of the business, less the cost of:

- a. Raw Stock from which such production is derived,
- b. supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock or in supplying the service(s) sold by the Insured,
- c. Merchandise sold, including packaging materials therefor,
- d. service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract, and
- e. other expenses which do not continue during a period of Business Interruption.

I. "Insured" means the sole proprietorship, partnership or corporation stated in the Policy schedule.

J. "Insured Locations" means only those Buildings or Contents which are listed in the schedule related to Terrorism cover.

K. "Insurrection" means a violent rising of citizens or subjects in resistance to their government.

L. "Looting" means to plunder or stealing of goods in a time of unrest following Property Damage.

M. "Loss" means:

- 1. with regard to Buildings, the cost to rebuild, repair or replace Buildings damaged;
- 2. with regard to Contents, the cost to rebuild, repair, restore or replace Finished Stock, Raw Stock, Stock-in-Process, Merchandise, Business Documents, or Property of Others damaged;
- 3. with regard to Business Interruption, the reduction in Gross Earnings and Extra Expense incurred;

as a result of Strike, Riot, Civil Commotion, Terrorism, Sabotage, Mutiny, Insurrection, Rebellion or Coup d'Etat as described in the Insuring Agreement.

N. "Merchandise" means goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

O. "Mutiny" means a wilful resistance by members of legally armed or peacekeeping forces to a superior officer.

P. "Normal" means the condition that would have existed had no Loss occurred.

R. "Property Damage" means direct material loss caused to a scheduled location resulting directly from peril stated in Section I Insuring Agreement.

S. "Property of Others" means property for which the Insured is legally liable but does not own.

T. "Raw Stock" means material in the state in which the Insured receives it for conversion by the Insured into Finished Stock.

U. "Rebellion" means a deliberate, organized and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens or subjects, including acts committed in the furtherance of a revolution.

V. "Riot" means a violent disturbance by three (3) or more persons assembled together which threatens the public peace.

W. "Sabotage" means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an incident otherwise covered under this insurance.

X. "Stock-in-Process" means raw stock which has undergone any ageing, seasoning, mechanical, or other process of manufacture at the location(s) herein described but which has not become Finished Stock.

Y. "Strike" means a work stoppage by three (3) or more workers to enforce demands made on an employer or to protest against an act or condition.

Z. "Time deductible" means that the determined period of loss must exceed the amount of time stated in the Schedule, and liability shall exist only for the determined period of interruption in excess of that amount of time,

which must also immediately follow the loss.

AA "Terrorism" means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behaviour or policies. Terrorism does not include:

1. An act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, e.g., robbery, crime of passion, murder; or
2. Any act which is considered an act of War or Civil War by the highest political authority in the jurisdiction affected or as defined elsewhere in this extension; or
3. An act which cannot be verified by the relevant local government authority as an act of Terrorism.

AB."War" means a contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of pacific relations and ii) a general contention by force, both authorised by the sovereign.

### III. VALUATION

Premiums and Loss(es), if any hereunder, will be calculated on the following basis:

#### A. POLICY CURRENCY

Policy Currency means the currency stated in the schedule of this policy and will be the currency in which:

1. the premium is payable;
2. any Loss is payable; and
3. the Limit of Liability is stated.

#### B. BUILDINGS AND CONTENTS

Buildings and Contents will be valued at the full cost to repair or replace them (without deduction for depreciation), if the Buildings or Contents are actually repaired or replaced within a reasonable period of time following the Loss. Payment will not exceed the amount actually spent to repair or replace the Buildings or Contents for the same use or occupancy. If not repaired or replaced, they will be valued at their actual cash value at the date of Loss.

The following Contents, however, will be valued as specified below:

1. Finished Stock: at the regular cash selling price, less all discounts and unincurred expenses to which such Finished Stock would have been subject had no Loss occurred;
2. Stock-in-Process: at the value of raw materials and labour expended plus the proportion of overhead expended;
3. Business Documents: accounts, manuscripts, valuable papers, records, or files at the value of the blank medium plus cost of copying if actually copied;
4. Property of Others: at the amount for which the Insured is legally liable, not exceeding, however, the replacement cost;

All to be computed as of the time of the incident and at the Insured locations insured by this Section.

#### C. BUSINESS INTERRUPTION

##### 1. GROSS EARNINGS



This section insures against Loss resulting directly from the necessary interruption of business caused by damage to or destruction of the Insured Locations due to Strike, Riot, Civil Commotion, Mutiny, Insurrection, Rebellion, Coup D'etat, Terrorism, or Sabotage.

This section is specifically extended to cover when access to the Insured Locations is prohibited by order of civil authority as a direct result of damage to adjacent premises, not exceeding, however, two (2) consecutive weeks.

In the event of Loss the Company will be liable for the reduction in Gross Earnings less unincurred expenses and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the Insured Location(s) as has been damaged or destroyed, commencing with the date of such Strike, Riot, Civil Commotion, Mutiny, Insurrection, Rebellion, Coup D'etat, Terrorism, or Sabotage and not limited by the date of expiration of this policy. Due consideration will be given to the continuation of Normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the Loss.

Resumption of Operations: It is a condition of this insurance that if the Insured could reduce the Loss resulting from the interruption of business:

- a. by complete or partial resumption of operations at the Insured Location(s), whether damaged or not, or
- b. by making use of other property at the Insured Location(s), or elsewhere, or
- c. by making use of Finished Stock, Stock-in-Process, Raw Stock, Merchandise, Business Documents and Property of Others at the Insured Location(s), or elsewhere,

such reduction will be taken into account in arriving at the amount of Loss hereunder.

In determining Gross Earnings due consideration will be given to the experience of the business before the date of Loss and the probable experience thereafter had no Loss occurred.

## 2. EXTRA EXPENSE

Extra Expense will be determined as the excess of the total cost of conducting business activities during the period of restoration, over and above the cost of such activities during the same period had no Loss occurred, including the necessary extra expense for repair or replacement of Buildings or Contents for the purpose of reducing Loss under this insurance. The salvage value of any Buildings or Contents obtained for temporary use during the period of restoration, remaining after the resumption of Normal operations, will be taken into consideration in the adjustment of any covered Loss.

## IV. PROPERTY NOT COVERED

Unless otherwise specifically described and defined as insured, this section does not cover:

- A. aircraft, watercraft afloat, vehicles licensed for highway use;
- B. land, growing crops or timber, animals, plants, trees, lawns or shrubs;
- C. Money, securities, evidences of debt, deeds, other commercial paper, bullion, furs, gems, watches, jewellery, precious metals or alloys;
- D. Buildings, Contents or other property sold by the Insured under conditional sale, trust agreement, instalment or other deferred payment plan, after delivery to customers; and
- E. Buildings, Contents or other property during loading, transit, or unloading from ocean-going vessels or aircraft, nor while under the protection of cargo or any other more specific insurance.
- F. Pipelines, transmission lines and any other transmission and distribution systems outside of scheduled locations

## V. EXCLUSIONS- SPECIFIC TO TERRORISM EXTENSION

This Company will not be liable for Loss caused by or resulting from:

- A. War or Civil War, but this exclusion does not apply to acts of Terrorism as defined herein whether or not arising out of War or Civil War.
- B. delay, reduction of market, the cancellation, lapse or suspension of any contract, lease, license, or order;
- C. any infidelity, or fraudulent, dishonest, or criminal act by any director, officer or trustee of the Insured, whether acting alone or in collusion with others;
- D. any unexplained damage, mysterious disappearance, or shortage discovered on taking inventory;
- E. burglary, robbery or other theft or larceny;
- F. confiscation, expropriation, nationalization, seizure or destruction under quarantine or customs regulations, commandeering, detention, requisition or destruction of or damage to property by any government whether de jure or de facto, or any public or municipal authority; or
- G. Loss caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an incident Insured under this insurance.
- H. any loss, cost, expense or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants; ?Pollutants? means any solid, liquid, gaseous, or thermal irritant or contaminant, including without limitation, smoke, vapour, soot, fumes, acids, alkalis, chemicals, bacteria, virus or waste;
- I. Attacks by electronic means including computer hacking or the introduction of any form of computer virus, or Cyber Terrorism of any kind.
- J. Increased cost occasioned by any Public or Civil Authority?s enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
- K. Any consequential loss or damage caused by any other ensuing cause.
- L. Loss of use, delay or loss of markets, however caused or arising, and despite any preceding loss insured hereunder.
- M. Cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service.
- N. Increased cost as a result of threat or hoax, in the absence of physical damage due to an act of Terrorism.
- O. Chemical, biological or nuclear attack or release of any kind.
- P. Vandals or other persons acting maliciously or unless physical loss or Property Damage is caused directly by a peril specifically insured under Section I Insuring Agreement.

## VI. PROPERTY LOSS CONDITIONS- SPECIFIC TO TERRORISM EXTENSION

### A. INSURED'S DUTY UPON PROPERTY LOSS

In the event of Loss believed covered by this insurance, the Insured's primary duty is to act as if no insurance existed. The Insured must protect the Insured Locations from further damage to the extent reasonably possible.

### B. ABANDONMENT

There can be no abandonment of Buildings or Contents to the Company without its express written agreement.

#### C. DEBRIS REMOVAL

The policy is extended to cover expenses necessarily incurred in the removal of all debris at the Insured Locations due to Strike, Riot, Civil Commotion, Terrorism or Sabotage during the policy period. This extension does not serve to increase the Limits of Liability as stated in Item 2 of the declarations page.

#### D. LABELS

In the event of Loss involving labels, wrappers, containers, or capsules, the Loss will be adjusted on the basis of an amount sufficient to pay the cost of new labels, wrappers, containers, or capsules, and the cost of identifying and reconditioning the Contents subject, however, to the applicable limit of liability.

#### E. MACHINERY

In case of Loss to Contents consisting, when complete for sale or use, of several parts, this Company will only be liable for the insured value of the part lost or damaged.

#### F. PAIR, SET, OR PARTS

In the event of Loss involving:

1. any Contents which are part of a pair or set, the amount of Loss to such Contents will be a reasonable or fair proportion of the total value of the pair or set, giving consideration to the importance of the Contents but in no event will such Loss be construed to mean total Loss of the pair or set; or
2. any part consisting, when complete for use, of several parts, the Company will be liable only for the value of the part actually lost or damaged.

#### G. CARRIERS OR BAILEES

This insurance will not benefit, directly or indirectly, any carrier or bailee. Permission is granted for the Insured to accept the ordinary bills of lading used by common carriers, including released, or partially released value, bills of lading used by common carriers.

#### H. SUE AND LABOR

In case of Loss, it will be lawful and necessary for the Insured, his or their factors, servants, and assigns, to sue, labour, and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor will the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of Loss be considered a waiver or an acceptance of abandonment. The expenses so incurred will be borne by the Insured and the Company proportionately to the extent of their respective interests, but in no case will the Company contribute in excess of the applicable Limit of Liability stated on the declarations page.

#### I. SUBROGATION

In the event of any payment under this policy, this Company will be subrogated to all the Insured's rights of recovery against any person or organization and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing after Loss to prejudice such rights.

This Company will not be bound to pay any Loss if the Insured has impaired any right of recovery for Loss; however, it is agreed that the Insured may, as respects property while on the Insured Locations of the Insured, release others in writing from liability for Loss prior to loss, and such release will not affect the right of the Insured to recover hereunder.



## J. RECOVERY AND SALVAGE

Recovery and salvage, if any, will be payable first to the Company to the extent of its actual payment under this policy, and then any remainder to the Insured. If is no recovery, the expense of the proceedings will be borne by the party instituting them.

## K. STATEMENT OF LOSS

The Insured will file a detailed, sworn Statement of Loss with the Company or its authorized representative as soon as practicable after the date of Loss.

## L. APPRAISAL

In case the Insured and this Company will fail to agree as to the amount of Loss, the same will be ascertained by two competent and disinterested appraisers, the Insured and this Company, each selecting one, and the two so chosen will first select a competent and disinterested umpire; the appraisers together will then estimate and appraise the Loss, stating separately the sound values and damage, and failing to agree, will submit their differences to the umpire; and the award in writing of any two will determine the amount of the Loss; the parties thereto will pay the appraisers respectively selected by them, and will bear equally the expense of the appraisal and umpire.

## M. DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any insured losses.

## VII. GENERAL CONDITIONS-APPLICABLE TO TERRORISM EXTENSION

### A. CONFIDENTIALITY

The Insured will use all reasonable efforts not to disclose the existence of this policy. This condition will also apply to any excess or other insurance.

### B. DEDUCTIBLE

The Deductible stated in this extension will apply to each and every Loss. The Deductible is to be borne by the Insured and remain uninsured.

### C. LIMIT OF LIABILITY

The Company's liability will not exceed the limits stated in the schedule pertinent to this extension.

### D. OTHER INSURANCE

This Company will not be liable for Loss if, at the time of Loss, there is any other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance will apply only as excess and in no event as contributing insurance, and then only after all such other insurance has been exhausted.

### E. EXCESS INSURANCE

The Insured may purchase excess insurance over the limit of liability set forth in this policy without prejudice to this policy, provided that the Company is notified in writing of the details of such other insurance at the time such other insurance is acquired. The existence of such insurance, if any, will not reduce the company's liability under this policy.

### F. NON-ACCUMULATION OF LIABILITY

Regardless of the number of years this insurance will continue in force, and of the number of premiums which will be payable or paid or of any other circumstances whatsoever, the liability of the Company under this policy with respect to any Loss(es) will not be cumulative from year to year or period to period. When there is more than one Insured, the aggregate limit of liability of the Company for Loss(es) sustained by any or all of them will not exceed the amount for which the Company would be liable if all Loss(es) were sustained by any one of them.

#### G. NON-ASSIGNMENT

This insurance will not be assigned or transferred without the written consent of the Company.

#### H. AUTHORISATION CLAUSE

By acceptance of this insurance the first Insured agrees to act on behalf of any of its subsidiaries with respect to the giving and receiving of any return premiums that may become due under this policy, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this policy; and these subsidiaries agree that the Insured will act on their behalf.

#### I. CONSOLIDATION-MERGER

If, through either (1) consolidation or merger with, (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of some other entity, exposures are created which are covered by this insurance by reason of the description of the Insured, the Insured will give the Company written notice of consolidation, merger, or acquisition within thirty (30) days of such consolidation, merger or acquisition and upon acceptance by the Company of such additional exposure, will pay the Company an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current premium period, otherwise coverage as may be provided on such other entity will be null and void thirty (30) days from the date of consolidation, merger or acquisition.

#### J. ASSISTANCE AND COOPERATION

The Insured will cooperate with the Company in all matters relating to this insurance. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration, or other proceedings.

#### K. INSPECTION AND AUDIT

The Company reserves the right to inspect the Insured Locations at any reasonable time. However, the Company's right to inspect, any inspection and any report of any such inspection are not to be considered as determining or warranting the safety, healthfulness or compliance with any law, regulation or rule regarding the Buildings, Contents or operations.

The Company may examine and audit the Insured's Business Documents, relating to the subject matter of this insurance, until three (3) years after this policy has expired or been cancelled.

Any premium due for exposures which exist but were not reported will be determined by Company audit.

#### L. ACTION AGAINST COMPANY

No suit, action, or proceeding for the recovery of any claim under this policy will be sustainable in any court of law, equity, or other tribunal unless all the requirements of this policy are complied with and the same be commenced within twelve (12) months next after a claim has been reported to the Company by the Insured. Provided that if by the laws of the jurisdiction in which this insurance is issued such limitation is invalid, then any such claim will be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

#### M. SEVERABILITY, CONSTRUCTION, AND CONFORMANCE TO STATUTE:

1. If any provision contained in this insurance is, for any reason held to be invalid, illegal or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this section.

2. If any provision contained in this insurance is, for any reason, held to be invalid, illegal or unenforceable, it will be

construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

3. Any provisions of this insurance which are in conflict with the statutes or regulations of the state or country wherein this insurance is issued are hereby amended to conform to such statutes or regulations.

#### N. CHOICE OF LAW AND FORUM

The construction, validity and performance of this insurance will be governed by the laws of England. The Company and the Insured hereby expressly agree that all claims and disputes will be brought for adjudication in the English Courts.

#### O. CONCEALMENT, MISREPRESENTATION AND FRAUD

This insurance is null and void in any case of fraud by concealment or misrepresentation by any Insured of a material fact concerning:

1. this insurance or the procurement thereof; or
2. the Insured's Locations; or
3. Insured's interest in the Insured Locations or any Loss under this policy.

#### P. TIME OF ATTACHMENT

This insurance will be extended to cover the twelve (12) hour period of time bridging the expiration of any insurance and its replacement by this insurance.

#### Q. CHANGES

Notice to any representative of the Company or knowledge possessed by any representative or by any person will not effect a waiver or a change in any part of the policy or estop the Company from asserting any right under the terms of this insurance, nor will the terms of this insurance be waived or changed, unless agreed to in writing by the Company

#### R. NOTICES

Except as indicated to the contrary herein, all notices, applications, demands and requests provided for in this insurance will be in writing and will be given to or made upon either party at its address shown in the declarations.

#### S. TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference only and will not be deemed to limit, expand, or otherwise effect the provisions to which they relate.

#### T. RIGHTS OF THIRD PARTIES EXCLUSION

This insurance is effected solely between the Insured and Underwriters.

This insurance shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this insurance.

This clause shall not affect the rights of the Insured.

Subject otherwise to the terms ,conditions ,exception and exclusion of the Policy.