



JUBILEE ALLIANZ PREMIER MOTOR INSURANCE POLICY

JUBILEE ALLIANZ GENERAL INSURANCE (K) LIMITED

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JUBILEE ALLIANZ PREMIER MOTOR INSURANCE POLICY

The Exclusive Luxury Car Insurance Policy

Welcome to your Jubilee Allianz Premier Motor Insurance Policy

Dear Client,

Thank you for choosing us as your insurer.

This is your policy document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Signed

For: Chief Executive Officer

Yours faithfully,

Definitions

You will find the following words or phrases in this policy and wherever they appear will have the meanings described below:

Accident: A sudden, unplanned and unforeseen mishap not under your control or that of the authorized driver.

Certificate of insurance: The document in prescribed form and is to be displayed on the vehicle as required by law as evidence that you have taken out the insurance and displayed as required by law. Claim Demand by you for indemnity or benefit under the Policy.

Excess: The first amount of each claim borne by you.

Indemnity: Restoring you to the financial position you were in immediately before the accident.

Legal liability: Financial responsibilities attaching to you because of your failure to observe an obligation imposed by law.

Market Value: The cost of replacing your vehicle with one of similar type and condition.

Members of your Household: Persons you normally live with in your residence.

Period of Insurance: The period shown in the schedule and any subsequent period for which you will pay and we accept a renewal premium.

Policy Year: The period between inception or renewal and the expiry date of an annual Policy.

Policy: Written evidence of the contract between you and us.

Pre-Accident Value: The Market value of your vehicle immediately before the accident.

Schedule: Summary of details specific to this contract.

Territorial limits: Geographical limits within which the insured event or loss must occur.

Third party: Any person other than you or your authorized driver who has been injured or whose property has been damaged.

Vehicle: The vehicle or vehicles described in the schedule of this policy and any vehicle:

- For which the insurance is still in place.
- We have provided a certificate of insurance for; and
- You have given us details of.

We, Us, Company: The Jubilee Allianz General Insurance Company

You, Your: The insured named in the Schedule.

Your business: Your occupation as described in the Schedule.

This Policy and the Schedule are based on the information you have provided in the proposal and are evidence of the contract of insurance between you and us. In return for your premium, we will provide the cover shown in the Schedule for accidental loss, damage or injury that happens within the territorial limits during the Period of Insurance.

INSURANCE PROVIDED:

1. Where the Insurance provided is "Comprehensive" all Sections of this Policy are operative.
2. Where the Insurance provided is "Third Party Fire and Theft" Section I operates only in respect of loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
3. Where the Insurance provided is "Third Party Only" Section I of this Policy is cancelled.

SECTION I – INSURANCE ON THE VEHICLE

What is covered

1. Loss or Damage

We will pay for the loss of or damage to the vehicle(s) or its/their accessories and spare parts while in or on the vehicle. We may choose to pay cash, repair or replace the vehicle or a part of it or its accessories and spare parts to cover the amount of the loss or damage. If we settle a claim under this section on total loss basis, the lost or damaged vehicle becomes our property. The maximum we will pay will be the Market Value of the vehicle immediately before the loss or damage but not more than the value as shown in the Schedule.

2. Financier's Interest

If the vehicle is under a financing arrangement for which interest we have noted in this Policy, we will pay the financier for any total loss or damage. We will then have no further liability to you.

3. Protection, Recovery and Removal after accident

We will also subject to the limits of liability pay the reasonable cost of protecting, recovering the vehicle and moving it to the nearest repairer or safe place if as a result of any loss or damage insured under this section the vehicle cannot be driven.

4. Authority to Repair

You may authorize the repair of the Vehicle necessitated by damage for which we may be liable under this Policy provided that:

- a. the cost of such repair does not exceed the Authorized Repair Limit as shown in the Schedule and
- b. a detailed cost of such repair is forwarded to us without delay.

(applicable excess).

What is not covered under Section I

We will not pay for:

- consequential loss
- depreciation, wear and tear, mechanical, electrical or electronic breakdown, failures or breakages
- damage to tyres unless damage is caused to other parts of the vehicle at the same time
- loss of or damage to the contents being carried in or on the vehicle
- damage caused by overloading or strain
- the excess stated in the schedule

SECTION II – LIABILITY TO THIRD PARTIES

1. Indemnity to you or your authorized driver or any person in or getting into or out of the vehicle

We will cover you or any authorized driver or any person in or getting into or out of the vehicle against legal liability for damages (including the related costs and expenses) for:

- a. death or bodily injury to any person
- b. damage to property

arising as a result of an accident by or in connection with your vehicle, including while loading and unloading the vehicle as long as such costs will not exceed the amounts of cover provided for under this Policy.

2. Indemnity to Legal Representatives

Following the death of any person covered under this policy we will indemnify that person's legal representatives for liability covered under this Section provided such legal representatives comply with all the terms and conditions of the Policy.

3. Application of Limits of Liability

In the event of an accident involving indemnity under this Section to more than one person the Limits of Liability will apply to the total amount of indemnity to all persons indemnified and such indemnity will apply in priority to you.

4. Representation and Defence

We may at our own option:

- a. arrange for representation at any inquest or inquiry the subject matter of which may give rise to indemnity under this Section,
- b. undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

What is not covered under Section II

We will not pay

- a. for death of or bodily injury to any person in your employment arising out of and in the course of such employment
- b. for damage to property held in your trust, custody or control or belonging to you or any member of your household
- c. for damage to property held in trust, custody or control or belonging to any other person claiming to be indemnified under subsection 1
- d. the first amount as shown in the schedule of each claim

SECTION III – EMERGENCY MEDICAL EXPENSES

We will, subject to the Limits of Liability, pay or reimburse you the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by you or your Authorized Driver or any other person as the direct and immediate result of an accident involving the Vehicle.

SECTION IV – VEHICLE IN CUSTODY OF MOTOR TRADER OR OTHER MOTOR VEHICLE SERVICE PROVIDERS

Despite the provisions of General Exception 1(b) the cover provided by this Policy will be operative only so far as it relates to you whilst the Vehicle is in the custody or control of a motor trader or other motor vehicle service providers.

JURISDICTION CLAUSE

Payment under this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the territorial limits.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY If we are obliged by the law of any country within the territorial limits to pay an amount for which we would not otherwise be liable under this policy you will repay the amount to us.

GENERAL EXCEPTIONS

These general exceptions apply to all sections of this policy.

We will not be liable in respect of:

1. any accident, loss, damage or liability caused, sustained or incurred;
 - a. outside the Territorial Limits, or
 - b. while on your order or with your permission or to your knowledge any vehicle in respect of which indemnity is provided by this Policy is being used contrary to the Limitations as to Use clause.
2. any accident, injury, loss, damage or liability if the vehicle is carrying more than its authorised capacity.
3. any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement
4. any injury, loss, damage or legal liabilities (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly caused by any of the following occurrences:
 - a.
 - i. War, invasion, act of foreign enemy, hostilities or warlike operations (weather war be

declared or not), civil war Mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

- ii. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i) above.
 - iii. Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organization or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof. In any action, suit or other proceedings where we allege that by reason of this definition a loss, damage or expense is not covered by the policy, the burden of proving that such loss, damage or expense is covered will be upon you.
- b. Detention, seizure, confiscation or an attempt of any of these occurrences or by any direct or indirect consequences of the said occurrences. In the event of any claim under this exclusion the person claiming to be indemnified will prove that the accident, loss, damage or liability arose independently of the said occurrences. In default of such proof we will not be liable to make any payment in respect of any such claim.
- 5.
- a. any accident, loss or damage to any property or any loss or expense whatsoever resulting or arising there from or any consequential loss or
 - b. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from nuclear weapon materials ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion will include any self-sustaining process of nuclear fission.
6. any loss occurring while you or your authorized driver is certified by a competent authority to have been under the influence of a drink or drug to such an extent as to have rendered you or your authorized driver incapable of having proper control of the vehicle at the time of an occurrence giving rise to a claim.

CONDITIONS

1. Your Duty

We will only make a payment under this policy if:

- a. The information you have provided in the proposal for this insurance is true and complete to the best of your knowledge and belief; and
- b. You or any other person entitled to indemnity meets all the terms, conditions and endorsements under this Policy.

2. Duty of Care

You will:

- a. Ensure the vehicle(s) is/are at all times in roadworthy condition
- b. Take all other reasonable steps to prevent accidents, injuries, loss or damage
- c. Allow us access, at any reasonable time, to examine the vehicle(s)

3. Communication of Changes

You will inform us immediately of any important changes affecting the vehicle(s) covered under this Policy and/or its/ their use.

4. Claims

- a. You must report to us any accident, injury, loss or damage involving your vehicle(s) as soon as is reasonably possible.
- b. If the vehicle(s) is/are lost or damaged as a result of theft, attempted theft or malicious damage, you must immediately make a report to the police and obtain a police report.
- c. You must also inform us immediately you become aware of any current or future prosecution or proceedings in connection with any event for which there may be any liability under this policy.
- d. Any correspondence relating to any incident should be sent to us immediately and unanswered. We will be entitled to take over and carry out in your name the defence or settlement of any claim. We may also prosecute in your name to recover any amounts we have paid.
- e. When you make a claim, we will be entitled to instruct and give information relating to the claim to other people such as lawyers, investigators, loss assessors, garages and we expect you to give them all the necessary co-operation.

5. Average (underinsurance) Clause

If at the time of an occurrence giving rise to a claim under Section I of this Policy the market value of the vehicle is greater than your estimated value including its accessories and spare parts, then you will be considered as being your own insurer for the difference and our liability will be limited to such percentage that your estimated value bears to the market value.

6. Other Insurances

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will pay only our share of any claim. This condition does not apply to Personal Accident benefits.

7. Fraud

If any claim is found to be fraudulent and you or any one acting on your behalf has given us any false documents or information you will lose any rights under this Policy. We may refer such cases to the law enforcers.

8. Complaints

We are committed to providing you with the highest standard of service at all times. However, if you are dissatisfied with our service, you have the right to complain through the channels stated below:

- a. If you are not satisfied at your usual level of contact, send your written complaints to our Principal Officer

who will respond within reasonable time upon receipt of your complaint.

- b. If you are still not satisfied you can send your written concerns to the Insurance Regulatory Authority (IRA).

9. Disputes between You and Us

If any dispute arises between you and us on any matter relating to this policy such dispute will be referred to:

- a. A single mediator to be agreed between you and us within thirty (30) days of the dispute arising and the mediation process to be finalized not later than thirty (30) days thereafter.
- b. A single arbitrator agreed between us, to be appointed within thirty (30) days of the dispute arising. If we cannot agree, either party will refer the dispute to the Chairman of the Chartered Institute of Arbitrators (Kenya Branch) whose decision will be binding on you and us. The arbitral award will be final. If the dispute is not referred to the arbitration process within twelve (12) months we will assume you have abandoned the claim.

10. Cancellation

- a. You may cancel this policy at any time by informing us and returning the original and duplicate certificate of insurance, or if these certificates are misplaced, lost or destroyed, by availing a statutory declaration duly signed by a commissioner for oaths. We will refund you the premium for the remaining period of insurance based on the applicable rates.
- b. We may cancel the policy by issuing thirty (30) days written notice to your last known address. We will refund your premium for any remaining Period of Insurance based on the applicable rates. You must return to us immediately the original and duplicate certificate of insurance. Provided the refund is subject to no claim or loss having arisen during the current period of insurance.

Provided the refund is subject to no claim or loss having arisen during the current period of insurance.

CLAUSES (THESE CLAUSES APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE)

The below benefits are applicable only if they appear on the schedule of the policy;

1. YOUNG AND/ OR INEXPERIENCED DRIVER EXCESS

We will not be liable under Sections I and II of this Policy for the first "As shown in the schedule" of any amount otherwise payable in respect of loss or damage to the Vehicle (other than by fire, external explosion, self-ignition or lightning or theft) occurring whilst the Vehicle is being driven by or is in the charge of an Authorized Driver who:-

- a. is under twentyone (21) years of age; and/or,
- b. has not held for a period of one (1) year a license other than a provisional license to drive a vehicle of the same class as your Vehicle.

The amount (s) payable will be in addition to any other for which you may be responsible within the terms of the Policy.

2. REPLACEMENT PARTS CLAUSE

In the event of loss or damage to the Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Vehicle is held for repair or in the event we exercise the option under Section I-1 to pay in cash the amount of the loss or damage, our liability in respect of any such part will be limited to:-

- a.
 - i. the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Vehicle is held for repair; or
 - ii. if no such catalogue or price list exists the price list obtained at the Manufacturer's factory plus the reasonable cost of transport otherwise than by air to the country in which the Vehicle is held for repair; and
- b. the reasonable cost of fitting such part.

3. WINDSCREEN AND WINDOW GLASS

In consideration of the payment of an additional premium it is hereby understood and agreed that any claim for the cost of reinstating any windscreen or window glass forming part of the vehicle, as a result of breakage will be made within the terms of the policy without deduction of any amount for which you are responsible in the terms of any Excess endorsement attaching to the policy.

Any payment under this endorsement will not constitute a claim within the meaning of the No-Claim Discount provisions of the Policy.

The maximum indemnity provided by this extension is limited to the amount shown in the Schedule and in the event of a claim arising under this endorsement notwithstanding that the payment may be less than the indemnity provided by the extension, cover under the extension will be forfeited and may be reinstated at our discretion and on payment of an additional premium.

Provided that this endorsement will not apply to the breakage of glass arising from an occurrence in which other damage is sustained by your vehicle.

4. RADIO CASSETTE EXTENSION

In consideration of the payment of an additional premium, it is hereby understood and agreed that any claim for the cost of repairing/reinstating or replacing Music system/Radio Cassette make fitted to the Motor Vehicle, as a result of loss or damage due to theft following forcible and violent entry (of which there shall be external visible evidence) into the Motor Vehicle will be within the terms of the policy without deduction of any amount for which Insured is responsible in terms of any excess endorsement

attaching to the policy.

Any payment under this Endorsement shall not constitute a claim within the meaning of No Claim Discount provisions of the policy.

The maximum indemnity provided by the extension is limited to (as per schedule) and in this event of a claim arising under forfeited and may be reinstated at the discretion of the Company on the payment of an additional premium of not less than the amount originally charged.

It is understood and agreed that loss or damage to external aerial will not constitute a claim under this extension.

Subject otherwise to the terms, exceptions and conditions of the policy.

5. PREMIUM FINANCE

Where the premium or any part thereof was paid with the benefit of finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by you to the financier we may at our option deduct all or any part of the sums outstanding between you and the financier from any claims settlement due in respect of a loss under this Policy, provided the sum thereby deducted is paid directly by us to the financier.

6. NO- CLAIM DISCOUNT

In the event of no claim being made or arising under this Policy during the preceding year(s) of insurance the renewal premium payable will be discounted as follows:

Comprehensive

2nd Year – 10%

3rd Year – 20%

4th Year – 30%

5th Year – 40%

6th Year & subsequent years- 50%

Third Party Fire & Theft

2nd Year – 10%

3rd & subsequent years – 20%

If a claim is paid or payable in one policy year, you will automatically lose two years' discounts while if two or more claims are paid or payable in one policy year you lose all the discounts.

The No-Claim Discount will not be transferable to another party.

If more than one Vehicle is described in the schedule the No-Claim Discount will be applied as if a separate Policy had been issued in respect of each such Vehicle.

7. LIMITATION OF USE PC1(B)

Use only for social, domestic and pleasure purposes and by the insured in person in connection with his business or profession. The Policy does not cover use for racing competitions, rallies or trials (or use for any of them) or use for hire or reward commercial travelling the carriage of goods in connection with any trade or business or in connection with the Motor Trade

8. CLAIM NOTIFICATION CLAUSE

Subject to condition 4 of the policy, the condition is amended to read as under:-

- a. you must report to us any accident, injury, loss or damage involving your vehicle(s) as soon as is reasonably possible but not later than 7 days from the date of the incident/accident.
- b. if the vehicle(s) is/are lost or damaged as a result of theft, attempted theft or malicious damage, you must immediately make a report to the police and obtain a police report.
- c. You must also inform us immediately you become aware of any current or future prosecution or proceedings in connection with any event for which there may be any liability under this policy.
- d. any correspondence relating to any incident should be sent to us immediately and unanswered. We will be entitled to take over and carry out in your name the defence and settlement of any claim. We may also prosecute in your name to recover any amounts we have paid.
- e. When you make a claim, we will be entitled to instruct and give information relating to the claim to other people such as lawyers, investigators, loss assessors, garages, and we expect you to give them all necessary co-operation.

9. DUTY FREE CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the estimate of value declared by the Insured for purpose of this insurance excludes the customs duty and other levies.

Consequently in the event of loss and/or damage arising out of an accident to the vehicle insured by the within mentioned policy and giving rise to a claim thereunder the amount of Company's liability shall be limited to the labor charges for repairs in Kenya plus the duty free costs of spare parts.

It is also further understood and agreed that in the event of a claim being treated as total loss and/or constructive total loss, the onus of payment of duty if any levied by the Customs Authorities shall be on the Insured and the claim if any under the policy would be payable only after all formalities relating thereto are completed by the insured. Under no circumstance would the company be responsible for payment of any customs duty.

10. COMPUTER GENERAL LOSS CLAUSE

General Exclusion applicable to all sections of this Agreement insuring damage to property or the consequences of damage to property or any liability. Notwithstanding any provision of this Agreement including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Agreement does not cover:

1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

2. any legal liability of whatsoever nature;
3. any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all;
4. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive, or respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or;
5. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date or;
6. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes;
7. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

11. FRAUD CLAUSE

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his or her behalf to obtain any benefit under this Policy of any accident, loss, destruction, damage or liability be occasioned by the willful act or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

Further it is understood and agreed that losses as a result of deception or fraud or deliberate loss or damage caused by anyone insured under this policy are deemed to be excluded under Sec I of the policy.

12. NUCLEAR ENERGY RISK EXCLUSION

It is hereby understood and agreed that the insurance under this Policy shall exclude Nuclear Energy Risks.

For purposes of this insurance "Nuclear Energy Risks" shall mean all first party and/or third party insurances) other than Workmen's Compensation and Employers' Liability) in respect of: -

- i. all property on the site of a nuclear power station, Nuclear Reactors, reactor building and plant and equipment therein on any site other than a nuclear power station.
- ii. all property on any site (including but not limited to the sites referred to in (i) above used or having been used for:
 - the generation of nuclear energy; or

- the production, use of storage of Nuclear Material
- iii. any other property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association
- iv. the supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted,

Nuclear Energy Risks shall not include: -

- a. any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (i) and (iii) above (including contractors' plant and equipment);

13. RIOT, STRIKE & CIVIL COMMOTION

It is hereby declared and agreed that notwithstanding anything in the written Policy contained to the contrary this insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Condition hereinafter contained) loss of or damage to the property insured directly by -

1. 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 occurrence mentioned in Condition 5 of the Special Condition hereof.
2. The action of any lawful constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequences of such disturbance.
3. The willful act of any strike or locked out worker done in furtherance of a strike or in resistance to a lock-out.
4. 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.

14. AVERAGE CLAUSE

It is hereby declared and agreed that the insured's estimate of value of vehicle including accessories and spare parts stated in the policy shall be the basis of the amount of the indemnity described in Section 1. If at the time of an occurrence giving rise to a claim under section 1 of this policy the estimated market value of the vehicle is greater than the insured's estimate of value stated in the policy, then the insured shall be considered as being his own insurer for the difference and the company's liability shall be limited to such ratable proportion of the total expenditure under section 1 of the policy to the insured's estimated market value at the time of the occurrence.

15. COMPULSORY EXCESS ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything to the contrary contained herein the Insured in respect of each and every event shall be responsible for the first portions of the claim as follows:

- Own damage claim (as stated in the schedule)
- Theft claim: With anti-theft device (as stated in the schedule) without anti-theft device (as stated in the schedule)
- Third party property damage claim (as stated in the schedule)
- Third party injury claim (as stated in the schedule)
This includes any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 5 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the company forthwith.

For the purpose of this endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one Motor Vehicle/cycle in respect of or in connection with which indemnity is granted under this Policy. It is hereby expressly understood and agreed that in case where the Company is of the opinion that the amount of the claim is likely to exceed the amount specified above, then the company shall be under no liability to take any action whatsoever in respect of the said claim unless the amount specified be first paid in cash to the Company, it being understood that in the event of the Company's Liability in respect of the said claim being less than the amount concerned then the Company will repay to the Insured the difference between any amount for which liability is accepted by it in terms of its liability under the Policy

16. LEGAL LIABILITY TO PASSENGER

It is hereby understood and agreed that the Company will at the request of the Insured indemnify in terms of Section II of the policy any person mounting into, dismounting from or traveling in the motor vehicle/cycle such person being hereinafter called "the passenger".

Provided that the passenger:-

- i. is not driving the motor vehicle/cycle or in charge of the motor vehicle/cycle for the purpose of driving
- ii. is not entitled to indemnify under any other policy
- iii. shall as though he were the insured, observe, fulfill and be subject to the terms of this policy in so far as they can apply

EXCEPTIONS

The Company shall not be liable in respect of:-

- a. Death of or bodily injury to;
 - i. the insured.
 - ii. any person driving the motor vehicle or in charge of the motor vehicle/ cycle for the

purpose of driving.

- iii. any person in the employment of the passenger where such death or bodily injury arises out of or in the course of such employment.
- b. Damage to property belonging to or held in trust by or in custody or control of the insured or of the passenger or being conveyed by motor vehicle/cycle.

17. INCLUSION OF SPECIAL PERILS

It is hereby understood and agreed that the following shall be deemed to be added to Section 1-1 of this Policy; "Loss by flood, typhoon, hurricane volcanic eruption earthquake or other convulsion of nature is deemed to be covered". Subject otherwise to the terms, exceptions and conditions of the policy.

18. ANTI THEFT DEVICES

It is hereby understood and agreed that theft cover will not be provided by this policy unless satisfactory anti-theft devices are installed in the insured Motor Vehicle in the manner prescribed hereunder.

1. The Motor Vehicle irrespective of its insured value will have embossed on its Windows and Windscreens registration marks/numbers in non-erasable markings.
2. If the insured value does not exceed Ksh.150, 000 the Motor Vehicle will be fitted with a Visual Deterrent such as Steering Clamp Krook lock or Reverse Gear lock.
3. If the Motor Vehicle insured value is between Ksh.150, 000 and Ksh.700, 000 it will be fitted with device(s) manually or remotely operated that immobilize the engine.
4. If the insured value exceeds Ksh.700, 000 the Motor Vehicle will be fitted with a Remote Controlled Alarm System incorporating an Engine Immobilizer and in addition it will be fitted with a Reverse Gear Lock.

If the Motor Vehicle has accessories likely to attract thieves, it will be fitted with an Automatic Alarm System.

Provided that:-

- i. Accessories attractive to thieves are deemed to include radio and radio cassette and mobile telephones and any other valuable accessories.
- ii. Remote control switches will be kept separate from vehicle keys.

It is further understood and agreed that the insured shall submit certificates of installation upon commencement of cover as proof that the Motor Vehicle(s) has/have been fitted with a satisfactory anti-theft device. Such device must be activated at all times when the insured vehicle is left unoccupied.

19. PREMIUM PAYMENT WARRANTY

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the

indemnity provided by this policy will only apply on payment of full premium to the Company in accordance with the provisions of Section 156 of the Insurance Act Cap 487 failure to which cover lapses.

It is further declared and agreed that in the event of any loss occurring during any period of insurance, full annual premium will be payable to the Company before any settlement.

Subject otherwise to the terms conditions limitations and exceptions of the policy.

The Company shall not be liable to make any payment in respect of any accident, loss damage or liability caused or arising whilst the Motor Vehicle in connection with which insurance or indemnity is granted hereunder is being driven, by the insured (or any person provided he is in the insured's

20. SANCTION LIMITATION AND EXCLUSION CLAUSE

It is hereby declared and agreed that this Insurance shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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."

21. INTOXICATING DRINKS & DRUGS CLAUSE

The Company shall not be liable to make any payment in respect of any accident, loss damage or liability caused or arising whilst the Motor Vehicle in connection with which insurance or indemnity is granted hereunder is being driven, by the insured (or any person provided he is in the insured's employment and is driving on his order and with his permission) whilst his efficiency as a driver is impaired by intoxicating liquors or drugs.

22. MARKET VALUE CLAUSE

Your attention is drawn to the importance of checking the market value of each vehicle shown on your policy is covered by the amount shown on the renewal notice/ renewal certificate as in the event of underinsurance difficulties may be experienced in the settlement of claims.

At the same time it should be remembered that in the event of total loss you will only be entitled to recover pre- accident market value so that over insurance means more premiums than necessary. You should therefore in your own interest obtain from an assessor in our approved panel each year an estimate of the market value of.

23. LOSS OF CAR KEYS

The company shall indemnify the insured for the costs and expenses reasonably and necessarily incurred as a direct consequence of a loss of or damage to any key

to the insured car, caravan or trailer up to the amount shown in the schedule.

24. NO BLAME NO EXCESS PAYABLE CLAUSE

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this Section, the Company agrees to waive the payment of excess by the insured against legal proof that the third party driver is entirely to blame for the accident provided:

- i. the third party is identified
- ii. the police abstract blaming the third party
- iii. the amount of the excess is more than the minimum excess

25. ALTERNATIVE ACCOMODATION

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Section, the Company agrees to reimburse to the Insured against proof of payment, cost of alternative accommodation amount as shown in the Schedule following the happening of an accident at least 20Kilometres from usual place of Residence as legislated under the Local Authorities Act of Kenya. This benefit will only be payable in the event of a claim being accepted under Part 1 of this Section for loss of or damage to the insured Motor Vehicle.

26. FORCED ATM WITHDRAWAL

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Section, the Company agrees to reimburse to the Insured against proof of forced money withdrawal amount up to the limit shown in the Schedule, withdrawn from the cash vending machines upon or during the happening of successful theft of the Motor Vehicle. This benefit will only be payable in the event of a claim being accepted under Part 1 of this Section for loss of or damage to the insured Motor Vehicle.

27. EXTENSION OF PERSONAL ACCIDENT COVER

It is hereby understood and agreed that the Company will pay compensation on the scale provided as per below schedule for bodily injury as hereinafter defined sustained by any person whilst mounting into or dismounting from or travelling in the Motor Vehicle and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in.

Accidental Death - Kshs.1,000,000/-

Accidental PTD - Kshs.1,000,000/-

Hospital Cash - Kshs.7,500/-

Accidental TTD - 15,000/- per week max 104 weeks

Accidental Medical Expenses - Kshs.200,000/-

Artificial Appliances (Accidental Loss) - Kshs.25,000/-

Bereavement Expenses - Kshs.100,000/-

28. EXCESS PROTECTOR (OWN DAMAGE/ PARTIAL THEFT)

It is hereby declared and agreed that where the Own Damage/Partial Theft claim is equal to or below the minimum excess, the insured takes up the costs. If the

Own Damage/Partial Theft claim is above the minimum excess the insurance company takes up the entire claim. Provided always that the additional premium for this extension is fully paid for by the insured.

29. INCLUSION OF TERRORISM, SABOTAGE AND POLITICAL RISKS

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this policy, cover is deemed to include loss caused by political violence terrorism and sabotage subject to the terms, conditions and exceptions as contained under the standard Jubilee Allianz Political Violence Terrorism & Sabotage policy.

30. LOSS OF USE EXTENSION

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy, the company agrees to reimburse the Insured against proof of payment for car hire charges up to the daily limit shown in the schedule for a maximum period of 30 Days during the period of insurance (immediately the accident occurs and is reported to the company) towards the cost of hiring alternative transport. This benefit will only be payable in the event of a claim being accepted under Part 1 of this policy for loss of or damage to the insured Motor Vehicle. Further, it is understood and agreed that the courtesy car shall not necessarily be of the same standard or model. In instances where a superior car is desired, it is understood and agreed that the insured shall bear the difference in cost of hiring such a motor vehicle.

MAXIMUM LIMIT KSHS. 5, 000/= PER DAY. MAX. KSHS. 150, 000/= PER EVENT. (REGISTERED CAR HIRE FIRMS ONLY)

31. AGREED VALUE CLAUSE

The agreed value clause is revised to read as follows; It is hereby declared and agreed that the liability of the Company under Section 1 of this policy; in the event of total destruction or loss of the insured vehicle shall be deemed to be the value declared in the schedule, provided that:

1. The insured undertakes to have the insured vehicle(s) inspected and valued by any of the Company's valuers or approved vehicle valuation Firms at the time of incepting or renewing the insurance cover with the Company.
2. The insured vehicle age does not exceed 10 years from the date & year of manufacture.
3. The insured vehicle Sum Insured is Kshs. 2.5 million and above.
4. Any vehicle involved in an accident, shall be re-inspected and re-valued.
5. The vehicle shall be regularly serviced every 7,000KM or as recommended by the manufacturers and proof thereof must be produced on request by the Company.

IMPORTANT NOTES

These are purely advisory and not part of the policy.

a. Market Value

Your attention is drawn to the importance of ensuring that the market value of each vehicle is covered by the amount shown on the Policy to avoid under or over-insurance. At the same time please remember that in the event of total loss you will only be entitled to recover the pre-accident market value subject to your estimate stated in the Schedule. You should therefore, in your own interest obtain the current market value of your vehicle(s) each year. A list of approved motor valuers can be obtained from our offices on request.

b. Admission of Liability

In the event of an accident do not admit liability to any Third-Party Claimant or Witness or any one acting on behalf of a possible Claimant, but obtain full particulars including names and addresses of all witnesses and forward this information at once to us.

c. Transfer of ownership/cancellation of Policy

This being a personal contract it is not transferable to other parties. Thus, in the event of the sale of the vehicle(s) or Cancellation of the Policy, certificate of insurance in duplicate MUST be returned to us immediately to facilitate cancellation.