

Motor Commercial Insurance Policy Schedule

Client Details

Insured Name /Bank Interest : THE LIMITED	Policy Number : DIG/1004/2024/002698/P
Endorsement No :	Endorsement Date :
Postal Address : N/A	
Debit Note No : DIG/2024/08/09/02698/DN	Business Channel : Agent
Business: New Business	
KRA PIN:	
Email Address:	
Remarks:	Broker/Agent Name : JULIUS
Period of Insurance:	
From : Aug 9, 2024	
To : Aug 8, 2025	

Any subsequent period for which the Insured shall pay and the Company shall agree to accept renewal premium.

Motor Commercial:	Premium	KES	66,750.00
	T/Levy	0.20%	KES 133.50
	IP Funds	0.25%	KES 166.88
	Stamp Duty	40.00	KES 40.00
	JAZK Assist	450.00	KES 450.00
	Total	KES	67,090.38

Vehicle Details

Reg. No.	Model/Body Type	CC	Year of Mfg	Seating Cap.	Insured's Estimate of Value Including Accessories and Spare Parts	Wind Screen Amount	Radio Casette
KDQ 087P	TOYOTA TOWN ACE	1490	2017	5	1500000	50,000.00	50,000.00

Cover Details

Risk Id - 1/KDQ 087P

Sr. No.	Cover Description	Sum Insured(KES)	Premium(KES)
1	Own Damage	1500000	60,000.00
2	Wind Screen	50,000.00	0.00
3	Radio Casette	50,000.00	0.00
4	Terrorism, Sabotage & Political Risks	1500000	6,750.00

Excess:

1. Theft Claims- With
2. Tracking device
3. Third Party Property
4. Damage

Conditions and Extensions :

K100309- Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this insurance agreement does not cover any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage cost or expense. For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force including the use of chemical and/or biological substances or the threat thereof whether as an act harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) 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 proceeding in which the Insurer alleges that by reason of this definition any loss, damage, cost or expense is not covered by this Insurance Agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the insured.

K100310- Windscreen & Window Glass Endo

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 up to a limit of Shs(as per schedule) as a result of breakage will be made within the terms of the policy without deduction of any amount for which the insured is responsible in the terms of any excess endorsement attaching to the policy. . Any payment under this endorsement shall not constitute a claim within the meaning of the No Claim Discount provision of the policy.

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

In the event of a claim arising under this clause notwithstanding that the payment may be less than the indemnity provided by the clause cover under the extension shall be 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.

Subject otherwise to the Terms of this Policy

K100311- 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

K100312- 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 minimising the consequences of such disturbance.
3. The wilful 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 minimising the consequences of any such act.

K100313- 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.

K100314- Unobtainable Parts Clause

Unobtainable Parts Clause:

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the Motor vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in Kenya or in the event of the company exercising the option under Section 1-2 to pay in cash the amount of the loss or damage the liability of the Company in respect to any such part shall be limited to:

- a) i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his agents in Kenya.
ii) if no such catalogue or price list exists the price list obtained at the Manufacturer's works plus the reasonable cost of transport otherwise than by air to Kenya and the amount of the relative import duty.

AND

- b) the reasonable cost of fitting such part

K100315- Intoxicating Drinks &

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.

K100316- Sub-Standard Drivers Limitation

SUB-STANDARD DRIVERS' LIMITATION - PUBLIC HIRE RISKS (CODE "B") PRIVATE HIRE RISKS (CODE "D")

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy the Company shall, unless special permission in writing has been granted by the Company, be under no liability under:-

*(a) Section I of this Policy

(b) Section II of this Policy except so far as is necessary to meet the requirements of the Insurance (Motor Vehicles Third Party Risks) Act

While the Motor Vehicle is being driven by or is for the purpose of being driven by him in the charge of any person in the Insured's employ who has:-

- i) Not attained the age of 23 years
 - ii) less than 2 years' driving experience
 - iii) been convicted of an offence for careless driving, reckless driving or dangerous driving during the previous 5 years.
- Subject otherwise to the Terms of this Policy.

K100317- Legal Liability For Luggage

LEGAL LIABILITY FOR LUGGAGE AND PERSONAL PROPERTY OF PASSENGERS (NOT APPLICABLE TO ACT POLICIES) (NOT APPLICABLE TO TANKERS (CODE "G" AND GENERAL CARTAGE (CODE "H")

Notwithstanding the provision of Exception (iv) to Section II the Company will indemnify the Insured in respect of sums which he may become legally liable to pay in respect of loss or damage to luggage or personal property of any passenger being carried for hire or reward in the Motor Vehicle.

Provided that the Limit of Liability shall be:-

- (i) in respect of any claim by any one person..... Shs. 10,000/=
- (ii) in respect of a series of claims arising out of one eventShs. 50,000/=

Subject otherwise to the Terms of this Policy.

K100318- Special Omnibus Endorsement

Special Omnibus Endorsement:

It is a Condition of this policy that when during the course of any one day the Motor Vehicle having a declared Maximum passenger carrying capacity in excess of thirty(30) passengers undertakes a journey involving travel to a point three hundred kilometers or more distance by road from the place of commencement, a Co-driver shall be in attendance.

K100319- 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 Shs(as per policy 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.

K100320- 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.

K100321- Overloading Of Vehicles

OVERLOADING OF VEHICLES/UNAUTHORISED PASSENGERS

It is hereby understood and agreed that the indemnity provided by this Policy shall be in operative (save in relation to such liabilities as are required by the Insurance (Motor Vehicle third Party Risks) Act Cap. 405 to be insured, in which case the Insured shall repay to the Company all sums which the Company would not have been obliged to pay but for the provision of the said Act) if the Motor Vehicle at the time of any event giving rise to a claim shall be carrying a greater number of passengers or a greater load than permitted by any Law for the time being in force.

K100322- Cover Whilst Driven By A Motor

Cover Whilst Driven By A Motor trader:

It is hereby understood and agreed that notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of the Policy the Insurance granted thereby shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purposes of overhaul upkeep or repair.

K100323- Legal Liability To Passengers:

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.

K100324- 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.

K100325- 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 your car including accessories and notify us accordingly.

K100326- 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 rateable proportion of the total expenditure under section 1 of the policy to the insured's estimated market value at the time of the occurrence.

K100327- 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 Krooklock 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.

In the absence of an approved and functioning anti-theft device, the excess will be applied as specified in the schedule.

Subject otherwise to the terms conditions exclusions and provisos of the policy.

K100328- Nuclear Energy Risks 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:

a) the generation of nuclear energy; or

b) the production, use or 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);

b) any machinery breakdown or other engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

K100330- Political Risks Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war or declared or not), civil war;

2 Permanent or temporary dispossession resulting from confiscations, commandeering or requisition by any lawfully constituted authority;

3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, 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;

4 Any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points 1, 2, and/or 4 above.

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

K100202- 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 Political Violence Terrorism & Sabotage policy.

K100331- Asbestos Exclusion Clause

It is hereby understood and agreed that this Agreement 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, by the hazardous nature of asbestos in whatever form or quantity

K100332- 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 recognise, 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 unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

K100335- SANCTION EXCLUSION CLAUSE

SANCTION LIMITATION AND EXCLUSION CLAUSE-It is hereby declared and agreed that this Insurance shall not be deemed to provide cover and Jubilee Insurance 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 Jubilee Insurance 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."

K100336- DUTY FREE CLAUSE

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 labour 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.

K100337- CLAIMS NOTIFICATION CLAUSE

CLAIMS NOTIFICATION CLAUSE-Subject to condition 4 of the policy, the condition is amended to read as

under:-

4(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.

4(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.

4 (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.

4 (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 defense and settlement of any claim. We may also prosecute in your name to recover any amounts we have paid.

4 (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.

K100387- Deductible Clause MOTOR COMMERCIAL EXCESSES

Own damage/ Partial Theft : 5% of sum insured, minimum kshs 30,000 maximum Ksh. 150,000

Theft with anti theft device = 10% of sum insured, Minimum kshs 30,000,

Theft without anti theft device = 20% of sum insured, Minimum kshs 30,000,

Theft with tracking device = 5% of sum insured, Minimum kshs 30,000.

Third Party Property Damage = kshs 10,000

Young(23 years & below) and Inexperienced(3 years & below) drivers = kshs 10,000 Additional each

LIMITS OF LIABILITY

Third Party Property Damage- Ksh 5,000,000

Third Party Bodily Injury-Ksh. 4,000,000 Any one Person; Unlimited Any One event

Passenger Liability: Any one Person- Ksh. 3,000,000

Any one Event- Ksh. 20,000,000

Windscreen free limit- Ksh. 50,000

Radio Cassette free Limit- Ksh. 50,000

Towing Charges- Ksh. 50,000

Authorised repair Limit- Ksh. 50,000

Medical Expenses- Ksh. 50,000

Signed for and on behalf of JUBILEE GENERAL INSURANCE LTD