



## **PRIVATE PROPERTY INSURANCE POLICY**

# DEFINITIONS

**We have defined the following words with specific meanings for your policy.**

Buildings	<p>means the buildings on your premises, constructed and situated as shown in the schedule, including:</p> <ul style="list-style-type: none"><li>(a) fixtures and fittings belonging to the owner of the buildings while in or on the structures;</li><li>(b) fixed recreational and ornamental structures;</li><li>(c) paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);</li><li>(d) boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges);</li><li>(e) tennis courts;</li><li>(f) swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools;</li><li>(g) satellite dishes;</li><li>(h) lightning conductors or masts;</li><li>(i) fixed electric generators;</li><li>(j) borehole machinery supplying water solely for domestic purposes;</li><li>(k) septic tanks.</li></ul>
Burglary	<p>means the unlawful taking of another person's property with the intention to deprive that person of permanent ownership</p>
Claim	<p>means any request for compensation, whether or not any amounts have been established for the claim.</p>
Computer equipment	<p>means electronic devices or machines that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (e.g. laptops, computers and tablets).</p>
Contents	<p>means the property belonging to you or for which you are responsible as shown in the schedule.</p> <p>It includes:</p> <ul style="list-style-type: none"><li>(a) household contents;</li><li>(b) personal property;</li><li>(c) office and home-office equipment belonging to you in your private capacity;</li><li>(d) fixtures and fittings of the private residence that belongs to you as a tenant.</li></ul>
Flood	<p>means a large amount of water from any source (whether man-made or natural) that overflows onto, or flows over, normally dry land.</p>
Holiday home	<p>means your home, other than your main residence, where you only reside at certain times, e.g. during holidays or weekends. The risk address of your holiday home is shown in the schedule.</p>
Main residence	<p>means your home where you normally reside during any renewal period and situated at the risk address shown in the schedule.</p>
Mirrors and Glass	<p>means mirrors, glass tops of furniture or glass forming part of a stove or oven, which belongs to you or is your responsibility.</p>
Money	<p>means cash, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers/cards and current postage stamps.</p>

Outbuildings	means the domestic rooms, private garages and private outbuildings which do not interlead with your private residence and are situated at and used in relation to your private residence at the risk address.
Policy	means the policy wording, the schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf. This forms the contract between us and you.
Postal address	the address shown in your schedule.
Power surge	means an unexpected, temporary, uncontrolled increase in current in an electrical circuit.
Premises	means the land on which your risk address is situated.
Private residence	means the building of your home of which the wall and roof construction and risk address are shown in the schedule.
Renewal date	means the date on which an existing insurance contract must be renewed
Riot and strike	means civil commotion, labour disturbances, riot, strike or lockout, public disorder or any act or activity which is calculated or directed to bring about any of these. This includes loss or damage caused by the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with riot or strike.
Risk	means the insured property, a person or an entity and the degree of probability of a loss thereof or damage thereto.
Risk address	means the address of the premises on which your private residence and outbuilding(s) are situated
Road	means any public road or pathway, leading from one place to another, especially one with a specially prepared surface which vehicles can use.
Schedule	means the part of the policy that displays all the sums insured, excess and/or additional terms and conditions.
Sea surge	means loss or damage caused by the sea, including high tide, spring tide, waves, tidal wave or a sea level rise as a result of a storm.
Tenant	means someone, other than you, who is allowed to occupy your private residence in terms of a written contract, but does not include a paying guest, boarder or lodger.
Unoccupied premises	means either you or any other person authorised by you not living in the private residence for more than fourteen (14) consecutive days.
Excess	means the first amount payable by you in the event of a loss and/or damage.
Compensation	means the amount paid to you in the event of a covered loss and/or damage incurred by you.
Us / our / we	means Sanlam General Insurance Kenya
Valuable articles	means furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver.
You/your	means the policyholder name shown in your schedule, including your spouse and any other members of your family or your spouse's family who normally live with you.



# SECTION 1: BUILDINGS

## BASIC COVER

We cover loss of or damage to your buildings caused by an insured event if the loss or damage occurred during the period of insurance and you have paid the premium shown in your schedule.

### PROPERTY INSURED

In this section, your property insured is the buildings situated on your insured premises. The schedule shows the risk address and wall and roof construction. Property insured includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

### INSURED EVENTS

We cover loss or damage caused by:

- (a) Fire, lightning or explosion;
- (b) Storm, wind, water, hail or snow. Any loss or damage caused by flood occurring within 72 hours from the first event giving rise to a claim, will be considered a single event. However, we do not cover storm, wind, water, hail or snow loss or damage caused by any of the following:
  - i. any process which uses or applies water;
  - ii. wear and tear;
  - iii. gradual deterioration;
  - iv. mildew, rust or corrosion;
- (c) Earthquake. Any loss or damage caused by earthquake occurring within 72 hours from the first event giving rise to a claim, will be considered a single event;
- (d) Impact with the private residence by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees. However, we will not cover loss or damage to contents caused by trees being felled by someone.
- (e) Bursting of water tanks, apparatus or pipes (including the damage to them);
- (f) Collapse or breakage of aerial systems and satellite dishes;
- (g) Burglary. However, we do not cover burglary loss or damage to property outside, money or if your private residence is unoccupied for more than 60 consecutive days.
- (h) Malicious damage. However, we do not cover malicious damage while your private residence is lent, let or sublet to a tenant or if your private residence is unoccupied.
- (i) Volcanic eruption.
- (j) Riot, strike or civil commotion.
- (k) Subsidence or landslip. However, we do not cover loss or damage:
  - i. to drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
  - ii. caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
  - iii. caused by or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
  - iv. caused by structural alterations, additions or repairs;
  - v. caused by surface or subterranean excavations other than those performed in the course of mining operations;
  - vi. caused by normal settlement, shrinkage or expansion of the building.

## ADDITIONAL COVER

## **DEBRIS REMOVAL**

We cover the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

## **RENT**

We cover the rent payable to you or the reasonable extra expenses for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to 12 months.

Our compensation is limited to 10% of your buildings insured amount.

## **FIRE EXTINGUISHING CHARGES**

We cover the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to your insured property.

## **MIRRORS AND GLASS**

We cover the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware that forms part of your private residence.

However, we will not cover the following:

- (a) mirrors and glass that is insured elsewhere;
- (b) if your private residence is unoccupied and unfurnished for more than 60 consecutive days.

## **PROFESSIONAL FEES AND DEMOLITION COSTS**

We cover the necessary costs for demolition and clearing, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers if you have a valid claim for your buildings caused by any insured event.

## **PUBLIC AUTHORITIES' REQUIREMENTS**

We cover the extra costs incurred to repair or rebuild your damaged property to comply with local authorities' requirements if you have a valid claim for your buildings caused by any insured event. However, we will not cover these extra costs if you were advised of these requirements before the damage occurred.

## **PUBLIC SUPPLY OR MAINS CONNECTIONS**

We cover accidental damage to water, sewerage, gas, electricity and telephone connections between the public supply and your buildings. The connections must belong to you or be your responsibility.

## **ALTERATIONS OR ADDITIONS**

We cover alterations, additions and improvements to your insured property up to the percentage stated in your schedule. You must inform us as soon as possible of the alterations, additions or improvements and pay any additional premium due.

## **GUARDS**

We cover the employment of guards to protect your contents after an insured event has occurred. We will compensate you under one of the relevant sections only where the same event is covered elsewhere in the policy.

## **PROPERTY OWNERS LIABILITY**

We cover your legal liability, arising out of your ownership of the private residence for:

- (a) accidental death, bodily injury or illness of any person;
- (b) accidental physical loss of or damage to tangible property of any person.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in the schedule. This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

However, we will not cover your legal liabilities relating to any of the following:

- (a) Legal costs and expenses incurred after the date we paid or offered to pay:
  - the full amount of the claim; or
  - a lesser amount that we believe the claim can be settled for; or
  - the maximum amount for which we are liable.
- (b) Your business, trade or occupation;
- (c) Any building activity;
- (d) Vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
- (e) Fines, penalties or punitive damages;
- (f) Any gradual cause which does not result from a sudden and identifiable event;
- (g) Accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
- (h) Accidental death of, bodily injury to or illness of you or any person in your service if the liability results from their service.

## TERMS AND CONDITIONS OF THIS SECTION

### INSURED AMOUNT AND LIMIT OF COMPENSATION

The insured amount for the property insured, as shown in your schedule, must throughout the period of this policy represent the current replacement value of similar new property.

The basis of compensation for the loss of or damage to the insured property, or part of it will be the current replacement value of similar new property as stated in your schedule. For a single claim or series of claims arising from a single event, our compensation is limited to either:

- (a) the insured amount shown in your schedule; or
- (b) the limit shown next to the specific cover in your schedule.

### TENANTS

If any tenant of your private residence acts or omits to act in a way that may make this policy invalid, your cover will still be valid only if the following conditions are met:

- (a) you did not know that your tenant acted or omitted to act in a way that may make this policy invalid;
- (b) you tell us as soon as you become aware of the actions or omissions.

### INTERESTS OF OTHERS

If the interest of any bank or any other financial institution has been noted in the schedule as having an interest in the insured property, you agree that we may pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the insured amount shown in the schedule for Buildings, whichever is the lesser.

If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be affected if the following conditions are met:

- (a) the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
- (b) the bank or financial institution tells us about the act or omission as soon as they become aware of it;
- (c) you pay any extra premium you owe.

## **MATCHING BUILDING MATERIALS**

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow. Where we cannot achieve an exact match, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure or room where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your buildings.

## **NOT COVERED BY THIS SECTION**

We do not cover any of the following:

- (a) Loss or damage caused by:
  - demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;
  - insects or vermin;
  - weeds or roots;
- (b) Loss or damage caused by or comprising of:
  - rot, rising damp, a rise in the water table except as a result of a storm;
  - fungus, mould, infestation;
  - chipping, scratches, disfiguration or discolouration;
  - wear and tear or other gradually operating causes.
- (c) Loss or damage covered by any guarantee, service contract, purchase contract or any purchase agreement.
- (d) Leaks or flooding, malicious damage and loss or damage to antennas, aerials, masts or satellite dishes if your home is undergoing repairs, renovations or alterations.



# SECTION 2: CONTENTS

## BASIC COVER

We cover loss of or damage to your contents caused by an insured event if the loss or damage occurred during the period of insurance and you have paid the premium shown in your schedule.

### PROPERTY INSURED

#### CONTENTS AT YOUR RISK ADDRESS

In this section, insured property is property that belongs to you or for which you are responsible as shown in your schedule. It includes:

- Household contents;
- Personal property;
- Fixtures and fittings that belong to you as the tenant, not the owner, of the private residence.

#### CONTENTS AWAY FROM YOUR RISK ADDRESS

We also cover loss of or damage to your contents caused by an insured event while the insured contents are:

- (a) inside a building where you live temporarily;
- (b) temporarily inside the residential section of any occupied private home;
- (c) deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- (d) inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing. However, theft or attempted theft is not covered;
- (e) inside the building of any office, business or trade where you are employed.

We also cover your contents against fire, explosion, lightning and thunderbolt while temporarily kept in places other than those mentioned above.

### INSURED EVENTS

We cover loss or damage caused by:

- (a) Fire, lightning or explosion;
- (b) Storm, wind, water, hail or snow. Any loss or damage caused by flood occurring within 72 hours from the first event giving rise to a claim, will be considered a single event. However, we do not cover storm, wind, water, hail or snow loss or damage caused by any of the following:
  - i. any process which uses or applies water;
  - ii. wear and tear;
  - iii. gradual deterioration;
  - iv. mildew, rust or corrosion;
- (c) Earthquake. Any loss or damage caused by earthquake occurring within 72 hours from the first event giving rise to a claim, will be considered a single event;
- (d) Impact with the private residence by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees. However, we will not cover loss or damage to contents caused by trees being felled by someone.
- (e) Burglary. However, we do not cover burglary loss or damage to property outside, money or if your private residence is unoccupied for 60 consecutive days or longer in a year.
- (f) Malicious damage. However, we do not cover malicious damage while your private residence is lent, let or sublet to a tenant or if your private residence is unoccupied.
- (g) Collapse or breakage of aerial systems and satellite dishes.

- (h) We will compensate you under the Buildings section where the same event is covered elsewhere in the policy.
- (i) Volcanic eruption.
- (j) Riot, strike or civil commotion.

## **ADDITIONAL COVER**

### **DEBRIS REMOVAL**

We cover the necessary costs of removing your damaged contents from your premises after loss or damage caused by an insured event.

### **RENT**

We cover the rent you must pay, or the reasonable extra expenses you incur, for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover will only apply for the period reasonably required to make your private residence suitable to live in again, but is limited to 12 months.

Our compensation is limited to 10% of your contents insured amount.

We will compensate you under one of the relevant sections only where the same event is covered elsewhere in the policy.

### **FIRE EXTINGUISHING CHARGES**

We cover the reasonable costs charged by any authorised body for extinguishing a fire to prevent or reduce loss or damage to your contents.

### **MIRRORS AND GLASS**

We cover loss of or damage to mirrors and certain glass whilst inside your private residence.

However, we will not cover the following:

- (a) mirrors and glass that is insured elsewhere;
- (b) loss of or damage to glass forming part of domestic appliances (other than stoves and ovens), computers or televisions.

### **PROPERTY OUTSIDE**

We cover loss of or damage to your contents caused by any insured event while on the premises of your private residence.

Our compensation is limited to the amount stated in your schedule.

### **CONTENTS OF REFRIGERATORS OR FREEZERS**

We cover spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings caused by a change in temperature as a result of mechanical or electrical breakdown, or a prolonged loss of electrical power. This cover does not apply if your electricity has been cut off by any local authority or because you haven't paid your bill.

Our compensation is limited to the amount shown in your schedule.

However, we do not cover the following:

- (a) spoiling caused by someone adjusting the temperature control;
- (b) damage to the refrigerators or freezers;
- (c) spoiling due to load shedding by a power-supply authority, unless the duration of the power cut exceeds 24 hours;

- (d) spoiling as a result of non-payment or non-purchase of power or any type of fuel.

## **GUARDS**

We cover the employment of guards to protect your contents after an insured event has occurred. We will compensate you under one of the relevant sections only where the same event is covered elsewhere in the policy.

Our compensation is limited to the amount shown in your schedule.

## **PROPERTY KEYS**

We will compensate you for the cost of replacing lost or damaged keys, locks and remote controls, including the call-out costs of a technician. We will also compensate you if you have reasonable suspicion that an unauthorised person has access to duplicate keys, locks and remote controls.

Our compensation is limited to the amount shown in your schedule.

## **ACCIDENTAL DAMAGE TO TELEVISIONS AND ANCILLARY EQUIPMENT**

We cover accidental physical loss of or damage to your televisions and ancillary equipment while it is in your private residence.

Our compensation is limited to the amount shown in your schedule.

However we do not cover:

- (a) depreciation;
- (b) gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- (c) loss or damage:
  - caused by household pests (such as rodents, ants and moths);
  - caused because of cleaning, repairing or restoring by any manner or method;
  - covered by any manufacturer's guarantee, purchase agreement or service contract;
  - caused by power surge.
- (d) chipping or denting;
- (e) the cost of reproduction or repair of data of any kind.

## **TENANT'S LIABILITY**

We cover your legal liability for amounts that you as a tenant of a building must pay as compensation to the owner of the building due to loss of or damage to the buildings, fixtures or fittings in it, directly caused by any of the following:

- (a) storm, water, hail or snow;
- (b) burglary;
- (c) fire or explosion;
- (d) breakage of glass, mirrors or sanitaryware not including chipping, scratching or disfiguration;
- (e) damage to supply connections between the public supply and the buildings;
- (f) collision by animals or vehicles;

Our compensation includes all legal and other costs we agree to in writing.

Our compensation for any single claim, series of claims resulting from the same event, or events that happen during the period of insurance is limited to the amount shown in your schedule.

## **TERMS AND CONDITIONS OF THIS SECTION**

## INSURED AMOUNT AND LIMIT OF COMPENSATION

The insured amount for the property insured, as shown in the schedule, must throughout the period of this policy represent the current replacement value of similar new property.

The basis of compensation for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property, limited to the insured amount as shown in the schedule.

For a single claim or series of claims arising from a single event, our compensation is limited to either:

- (a) the insured amount shown in the schedule; or
- (b) the limit shown next to the specific cover in the schedule.

## NOT COVERED BY THIS SECTION

We do not cover any of the following:

- (a) property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount;
- (b) loss or damage arising from claims occurring outside the countries set out in this policy;
- (c) property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction;
- (d) money, securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins;
- (e) vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft (excluding model aircraft), other aerial devices and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it;
- (f) animals;
- (g) loss or damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) the cost of reproduction or repair of data of any kind;
- (i) loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.

## SECTION 3: ALL RISKS

### BASIC COVER

## LOSS OR DAMAGE WORLDWIDE

We cover you for loss or damage anywhere in the world, from any accidental cause that is not specifically excluded in this section. This even includes loss or damage that occurs while you are travelling overseas

## SPECIFIED PROPERTY

Any item of property that is specifically listed in your schedule is covered.

## UNSPECIFIED PROPERTY

Any item of clothing and personal effects normally worn or carried on you is covered.

Cover for other unspecified items is limited as shown on your schedule.

## NOT COVERED BY THIS SECTION

- (a) Wear and tear, depreciation, gradual deterioration, moth, vermin, insects, inherent vice, rust, or atmospheric conditions or action of light.
- (b) Electrical or mechanical breakdown, faulty manipulation or mechanical defects.
- (c) Any item insured undergoing any process involving the application of heat or the actual process of dyeing, cleaning, repair, renovation, or alteration or being worked upon.
- (d) Theft or attempted theft by any member of your household.
- (e) Property in transit unless accompanied by you or any member of your household.
- (f) Breaking of articles of brittle nature, except lenses.
- (g) Damage to sporting equipment used in the course of play, unless the loss is caused by fire, theft or accident.
- (h) Theft of property from a motor vehicle, unless the property is contained in a locked vehicle.
- (i) Damage to or scratching of lenses, unless other damage to the property is sustained at the same time.
- (j) Money, bank notes or securities of any kind, stamps, coupons, bonds, title deeds, manuscripts, negotiable instruments, or credit cards.
- (k) Consequential loss of any kind or description.
- (l) Loss or damage due to or arising out of delay caused by confiscation or detention by customs or other officials or authorities.
- (m) Chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature
- (n) Defective design, specification, construction or material
- (o) Flaws or defects, whether present when the item was new or discovered afterwards
- (p) A virus or malware (harmful software such as viruses or Trojans).
- (q) Rusting, corrosion or deterioration of any firearm.
- (r) Loss or damage to pedal-cycles during use for professional racing

# SECTION 4: GOLFER'S INSURANCE

## GOLFING EQUIPMENT

We cover loss of or damage to your golfing equipment caused by an insured event if the loss or damage occurred during the period of insurance and you have paid the premium shown in your schedule.

We will not compensate you for:

Destruction and/or damage to golf balls and clubs whilst at play.

Wear and tear and gradual deterioration.

Theft of Golf Club Bags and Bag Trundles and other Golf Accessories whilst contained in a vehicle unless all doors and windows are securely locked. There must be visible signs of forcible entry to the vehicle.

## **ADDITIONAL COVER**

### **HOLE-IN-ONE (GOLF)**

If you score a hole-in-one as an amateur golfer, you will be covered for the traditional celebratory expenses that usually accompany the event. The hole-in-one must be certified by the golf club.

The limit of compensation is stated in your schedule.

## **OPTIONAL COVER**

### **LEGAL LIABILITY TO PUBLIC**

We cover your legal liability to third parties including accidental bodily injury to the caddie arising from accidents caused by you whilst playing or practicing golf at a golf course.

We will not compensate you for:

Liability assumed by you by agreement.

Liability resulting from any mechanically propelled vehicles licensed for road use

The limit of compensation is stated in your schedule

### **PERSONAL ACCIDENT**

We cover you for Death and Bodily Injury caused solely by violent accidental external and visible means whilst playing or practicing on the golf course.

The limit of compensation is stated in your schedule.

We will not compensate you for:

Death or disablement resulting from suicide or any attempted suicide.

Injury whilst the under the influence of alcohol.

Any pre-existing physical and mental defect, illness or insanity.

### **PERSONAL EFFECTS**

We cover you for personal effects belonging to you whilst contained within the premises of the Golf Club or during play or practice.

The limit of compensation is stated in your schedule.

We will not compensate you for:

Loss of or damage to jewellery, trinkets or money.

## **TERMS AND CONDITIONS OF THIS SECTION**

In the case of bodily injury you must obtain and act upon medical or surgical advice as soon as possible and notify us within a reasonable time, but not later than twenty one (21) days.

In the case of death reasonable notice shall be given to us before burial or cremation.

## **SECTION 5: PERSONAL LEGAL LIABILITY**

### **BASIC COVER**

#### **PERSONAL LEGAL LIABILITY**

We cover your legal liability, regardless of where in the world the event takes place, for:

- (a) accidental death, bodily injury or illness of any person;
- (b) accidental physical loss of or damage to tangible property of any person.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in the schedule. This compensation includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

## ADDITIONAL COVER

### PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES

We cover your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and during the course of their employment.

### WORK INJURY BENEFITS FOR YOUR DOMESTIC EMPLOYEES

We will compensate you in the event of death or bodily injury or disease to any of your domestic employees whilst employed by you.

The Work Injury Benefits Act prescribes certain compensation and this is detailed in your schedule.

### SECURITY COMPANIES

We cover your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with any security company or armed response service for property covered under your Contents and Buildings sections of this policy.

## NOT COVERED BY THIS SECTION

We do not cover your legal liabilities relating to:

- (a) legal costs and expenses incurred after the date we paid or offered to pay:
  - the full amount of the claim; or
  - a lesser amount that we believe the claim can be settled for; or
  - the maximum amount for which we are liable.
- (b) your business, trade or occupation;
- (c) your ownership, possession or occupation of land;
- (d) your ownership, possession or occupation of property not insured under this policy;
- (e) vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
- (f) the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices;
- (g) the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);
- (h) fines, penalties or punitive damages;
- (i) any gradual cause which does not result from a sudden and identifiable event;
- (j) non-compliance by you or your legal representative with the terms of this policy;
- (k) accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
- (l) accidental death of, bodily injury to or illness of you or any person in your service (other than your domestic employees if the cover is shown in the schedule) if the liability results from their service;
- (m) your participation in any stunt or flying demonstration activities.



# GENERAL TERMS AND CONDITIONS

## WHAT WE AGREE

We agree to provide cover under this policy subject to the terms and conditions included in your policy. These terms and conditions are applicable to all the policy sections you selected.

## BASIS OF YOUR POLICY

Your policy wording, your schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

## PERIOD OF YOUR POLICY

The period of your policy is shown as the start and end date shown in your policy schedule

## DUTY OF CARE

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

## AVERAGE

Average is applied if, according to our calculations, the market value of your insured property at the time of any loss or damage is more than the insured amount. We will then not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the replacement value. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for 100,000, but the replacement value of your insured property is 200,000. This means you are only insured for half of the market value. You must cover the other half. For example, if you suffer damage to the value of 20,000, we will only pay half of this amount, which is 10,000, which will be calculated as follows:

$$\begin{aligned} & \frac{\textit{Sum Insured}}{\textit{Total Replacement Value}} \times \textit{Loss} \\ & = \frac{100\,000 \times 20\,000}{200\,000} \\ & = 10\,000 \end{aligned}$$

## INFORMATION THAT AFFECTS YOUR RISK

We may declare the whole or any part of this policy invalid if you:

- (a) have not given us all the details that affect the risk; or
- (b) have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there have been any material change in your risk, then we may amend the cover and premium from the date of the change. If you do not inform us of any material change in the risk, we may void your policy or reject any claim that occurred after the change in the risk.

## COVER PROVIDED BY YOUR POLICY

We will only provide cover under this policy if we have received your premium.

## CLAIMS SETTLEMENT BASIS

We may decide to compensate you in the following manner:

- (a) repair;
- (b) replace;
- (c) pay cash; or
- (d) any combination of these.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

## CLAIM PROCEDURE

- (a) You must tell us as soon as possible of any event that may result in a claim, and advise us of any other policy which may cover the same event.
- (b) You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- (c) You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.
- (d) You must immediately report to the police any event where theft or any other criminal act is involved.
- (e) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

## OUR RIGHTS AFTER AN EVENT WHICH MAY LEAD TO A CLAIM

- (a) You must allow us to take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- (b) You must supply all information and assistance that we reasonably require and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- (c) We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- (d) If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

## FRAUDULENT OR WILFUL ACTS

You will lose all rights to claim under this policy if:

- (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- (b) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- (c) information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- (d) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

## EXCESS

Our compensation is limited to the amount shown in the schedule, less any excess. It is the amount you must pay before we settle any claim. The schedule will state the excess that applies to your cover.

## **TIME LIMITS**

- (a) If we reject your claim or dispute the amount of your claim, which decision was communicated to you in writing, you may within 90 days from the date of our communication make written representation to us.
- (b) If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within six months from the date we communicate to you the rejection of your written representation
- (c) We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is the subject of pending court action or arbitration or for amounts for which you may become legally liable.

## **NO PREMIUM REFUND IF MAXIMUM INSURED AMOUNT IS SETTLED FOR ANY CLAIM**

If we compensate you for a claim for the maximum insured amount payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

## **REINSTATEMENT OF THE INSURED AMOUNTS**

The insured amounts shown in this policy will not be reduced by the amount of any claim unless stated otherwise.

## **ONUS OF PROOF**

If we state that a claim is not covered because of any of the exclusions applicable to this policy, you must prove the contrary.

## **CHANGES**

We may make changes to this policy by giving you 30 days written notice of the changes at your postal address as shown in the schedule.

## **CANCELLATION**

- (a) You may cancel this policy or item at any time.
- (b) We may cancel this policy or item by giving you 30 days written notice of the cancellation at your postal address as shown in the schedule.

## **YOUR RIGHTS**

You may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

## **OTHER INSURANCE**

If a claim is payable under this policy and under any other policy insured elsewhere, we will only pay our proportional share of the claim.

## **JURISDICTION**

This policy is subject to the jurisdiction of the courts of Kenya. Local law will apply.

## **A PERSON WHO DEALS ON YOUR BEHALF**

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of this policy for the event or claim.

## **AMENDMENTS TO CONFORM TO LAW**

You and we agree that any terms or conditions of this policy that are in breach of existing law will be amended to comply with the law.

## **REFERENCE TO SINGULAR AND PLURAL**

In this policy, references to the singular include the plural and references to the plural include the singular.

# **NOT COVERED BY THIS POLICY**

## **TERRORISM OR ANY ATTEMPTED ACTS OF TERRORISM**

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

These Acts are excluded unless taken out as extension, reflected in the policy schedule.

## **LEGISLATED FUND**

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to any event for which a fund has been established under the legislation operative in any of the countries to which this policy applies.

## **NUCLEAR SUBSTANCES**

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

## **NATIONALISATION**

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

## **LIABILITY INCURRED BY AGREEMENT**

We will not cover any legal responsibility which is caused by or results from or relates to you having entered into an agreement, unless you would have been liable if the agreement did not exist.

## **INDIRECT LOSS**

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to consequential or indirect causes.

