



PRIVATE MOTOR INSURANCE POLICY TERMS AND CONDITIONS

Underwritten by

Heritage
Insurance Company

A member of  LIBERTY

Stanbic *IT CAN BE*™

Bancassurance Intermediary
A member of Standard Bank Group



Private Motor Insurance Policy terms and conditions

Definitions

You will find the following words or phrases in this policy and wherever they appear will have the meaning 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 Heritage Insurance Company Kenya Limited.

You, Your: The insured named in the Schedule.

Your business: Your occupation as described in the Schedule.

Private Motor Insurance Policy

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.

What is not covered under Section I

We will not pay for:

- (a) consequential loss
- (b) depreciation, wear and tear, mechanical, electrical or electronic breakdown, failures or breakages.
- (c) damage to tyres unless damage is caused to other parts of the vehicle at the same time.
- (d) loss of or damage to the contents being carried in or on the vehicle;
- (e) damage caused by overloading or strain.

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 (applicable excess).

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 Authorised 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 Limit to pay an amount for which we would not otherwise be liable under this Policy then 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 (whether 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 and 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.
 - (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 or
- (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. In respect of digital certificates, cancellation shall be effected electronically and therefore no need to return the certificate.



- (b) We may cancel the policy by issuing fourteen (14) 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. In respect of digital certificates, cancellation shall be effected electronically and therefore no need to return the certificate. Provided the refund is subject to no claim or loss having arisen during the current period of insurance.

CLAUSES

1. Young and/or inexperienced drivers 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:-

- is under twenty one (21) years of age; and/or,
- has not held for a period of one (1) year a licence other than a provisional licence 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:-

- 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
 - 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
- 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. 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.

5. No-Claim Discount

Where the policy is No-Claim Bonus rated, 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	Third Party Fire & Theft
2nd Year 10%	2nd Year 10%
3rd Year 20%	3rd & subsequent years 20%
4th Year 30%	
5th Year 40%	
6th Year & subsequent years 50%	

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.

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. In respect of digital certificates, cancellation shall be effected electronically and therefore no need to return the certificate. Limits of amount of our Liability:

POLICY SCHEDULE

Section 1-3: Protection, Recovery and Removal,

Kshs.50,000.00

Section i-4(a): Authorized repair limit,

Kshs.50,000.00

Section II-1 A. In respect of persons being carried in or upon or entering or getting onto or alighting from the Vehicle

(I) Death or Bodily Injury to any one person,
Kshs.3,000,000.00

(II) Series of claims arising out of one event,
Kshs.20,000,000.00

B. In respect of other persons:

(I) Death or Bodily Injury to any one person,
Kshs.3,000,000.00

(II) Series of claims arising out of one event,
Unlimited

Section II-1 (b) (liability to third parties-property damage):

In respect of any one claim or a series of claims arising out of one event, Kshs.10,000,000.00

Section III: (Medical Expenses) In respect of any one Accident

Kshs.50,000.00

Territorial Limits: EAST AFRICA (KENYA ,UGANDA, TANZANIA, RWANDA & BURUNDI)

Legislation: Insurance (Motor Vehicles Third Party Risks) Act 1989 CAP 405 Laws of Kenya and any other written law

Authorised Driver: ANY AUTHORISED DRIVER WITH VALID DRIVING LICENCE

Provided that person driving holds a valid license to drive the motor vehicle or has held and is not disqualified from holding or obtaining such license

Clauses in the Policy: 1. Replacement Parts Clause; 2. Young and/or inexperienced drivers;
3. Windscreen and Window Glass; 4. Premium Finance; 5. No-Claim Discount.

Endorsement/Clauses: Endorsement No.9(A) - Loan Agreement

Exclusion Damage On Airport Premises

Premium Financing Endorsement

Anti Theft Device Clause

Car Entertainment Clause

Territorial Limit Extension

Duty Clause

Exclusion Damage On Airport Premises

Young And /Or Inexperienced Drivers Excess Memo

No Blame No Excess Clause

Agreed Value Clause

Premium Payment Warranty

Excess Protection Clause

Excess: Third Party Property Damage

Excess - Own Damage & Partial Theft

Limitations as to use: PC 1(b) REVISED



POLICY CLAUSES WORDINGS

M004 EXCLUSION DAMAGE ON AIRPORT PREMISES

Your policy is subject to the following exclusion.

“It is hereby understood and agreed that the Company shall not cover under Section I and II of this policy loss or damage and any liability incurred by the Insured arising from vehicles used on airport/airstrip premises where members of the public do not normally have access”.

M046 ANTI THEFT DEVICE CLAUSE

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this Policy, for theft with anti-theft device excess to apply, the vehicle must be fitted with anti-theft device(s) approved by the company from time to time.

M047 CAR ENTERTAINMENT CLAUSE

In consideration of the payment of an additional premium it is hereby understood and agreed that any claim for the cost of reinstating Entertainment unit fitted into the motor vehicle as a result of any loss will be made within the terms of the policy. The indemnity provided by this extension is limited to the amount shown in the Policy schedule and in the event of a claim arising under this endorsement notwithstanding that the payment may be less than the indemnity provided by this extension; cover under the extension shall be forfeited and may be reinstated at our discretion and on payment of an additional premium.

Car Entertainment is defined to include Car radio/Cassette, Compact Disc Player, Video compact disc player and Digital video disc player. Any other Entertainment unit not specified in this definition must be lodged and accepted by the Company for Entertainment cover to apply.

Any payment under this endorsement will not constitute a claim within the meaning of the No-Claim Discount provisions of the Policy. Subject otherwise to the terms exceptions and conditions.

M048 TERRITORIAL LIMIT EXTENSION

It is hereby declared and agreed that the territorial limits under the Policy is amended to EAST AFRICA (KENYA ,UGANDA, TANZANIA, RWANDA & BURUNDI) and not as otherwise stated in the Policy schedule.

Further the Jurisdiction clause in the policy is amended to read as under:

JURISDICTION CLAUSE:

The indemnity provided by this Policy shall apply in respect of judgments, which are in the first instance delivered by or obtained

from a Court of competent jurisdiction within the Republic of Kenya.

Subject otherwise to the terms and conditions of this Policy.

M053 DUTY CLAUSE

It is hereby declared and agreed that All vehicles covered under this Policy are insured for full values and that where vehicles are purchased duty-free, such value of duty exempted by tax authorities is added back to the purchase price to comply with full value insurance it being understood that the full value requirements is to cater for partial losses only whilst total losses shall be considered on duty free value basis.

M054 EXCLUSION DAMAGE ON AIRPORT PREMISES

It is hereby understood and agreed that the Company shall not cover under section 1 and 11 of this Policy loss or damage and any liability incurred by the insured arising from vehicles used on airport/airstrip premises where members of the public do not normally have access.

M055 PC1. (b) Revised

Use only for social, domestic and pleasure purposes and for your business and profession.

The Policy does not cover use for racing, competitions, rallies or trials (or use for practice for any of them) or the carriage of passengers for hire or reward.

M057 YOUNG AND /OR INEXPERIENCED DRIVERS EXCESS MEMO

It is hereby declared and agreed that the limits of the Young and/ or inexperienced drivers excess in the Policy wordings stated “As shown in the Schedule” should read as under:

Young driver: kshs 5,000/=

Inexperienced driver: kshs 5,000/=

MT1 NO BLAME NO EXCESS CLAUSE

It is hereby declared and agreed that this policy is subject to no blame no excess, in respect of own damage claims only, provided;

- Insurers are provided with a police abstract report clearly stating that the insured was not to blame for the accident.
- The accident involves two or more vehicles and the registration number of vehicle(s) to blame are clearly stated in the police abstract report. Under no circumstances will



the clause apply to cases of theft, cyclists, pedestrians or animals.

- c) The assessed claim is not within policy excess.
- d) If blame is apportioned, or the parties blame each other, or the matter is indicated as pending under investigations, the policy excess will apply and must be paid in full.

Subject to the terms and exclusions of the policy.

M020B AGREED VALUE CLAUSE

It is a condition of this policy that in the event of an accident/peril covered herein giving rise to a total loss then the company undertakes to pay not less than the specified sum indicated against each vehicle provided that;

- The valuation report(s) is(are) submitted to the Insurer at inception of the policy and at each renewal and the valuation sum insured endorsed onto the policy upon payment of applicable premium.
- The vehicle age is 10 years or less from the year of manufacture at inception or renewal of the policy.

Q0091 PREMIUM PAYMENT WARRANTY

Pursuant to deletion of Section 156 subsection (2) of the Insurance Act Cap.487, premium is required to be paid on or before the inception/renewal date of the policy.

Subject otherwise to the terms and conditions of the policy.

M045 EXCESS PROTECTION CLAUSE

In consideration of the insured having paid an additional premium at the agreed rate with the company, in the event that the insured shall intimate a claim to the insurance company and such a claim becomes payable as a consequence of which the insured becomes liable to pay the policy excess/deductible imposed thereon, the company shall on behalf of the insured pay the excess applicable on such claim.

The company shall however not be liable to pay for:-

- a) Any claims falling within the primary excess/deductible of the policy
- b) Any claim/deductible where a claim is settled on ex-gratia basis.
- c) Any theft claim.
- d) Young and novice driver(s), additional excess.
- e) Excess in relation to car hire extension claims.
- f) Any claims falling outside the period of cover of the policy

- g) Any claim where any of the following are proved; fraud, misinterpretation and non-disclosure
- h) Any liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

This cover will automatically become exhausted on payment of one claim. A single reinstatement will be allowed upon payment of additional premium, to cater for a second claim occurring after the payment of premium, during the same period of Insurance.

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

M055P EXCESS : Third Party property damage

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy, the insured in respect of liability to third party property damage covered under section II 1(b) shall be responsible for the first Kshs 7,500/= in respect of each and every claim.

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

M056/01 EXCESS - OWN DAMAGE & PARTIAL THEFT

EXCESS - OWN DAMAGE & PARTIAL THEFT

It is hereby understood and agreed that notwithstanding anything contained in the within Policy to the contrary in respect of each and every event giving rise to a claim thereafter.

The Insured shall be responsible for the first 2.5% of the insured's estimate of value stated in the schedule subject to a minimum Kshs 15,000/= and a maximum of kshs 100,000/= in respect of each and every claim under Section(s) I of the Policy. Total losses (own damage) - 2.5% of the pre-accident value or insured estimate of value stated in the schedule, whichever is the lower minimum kshs 15,000/=.

For the purpose of this Endorsement an event shall mean an event or series of events arising out of one course in connection with any one Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

EXCESS – TOTAL THEFT CLAIMS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every loss resulting from theft of motor vehicle shall be responsible for the first 10% of the Insured's estimate of value stated in the Schedule or pre-accident value whichever is the lower minimum Kshs 20,000/= if the vehicle is fitted with anti-theft device or 20% of the Insured's estimate of



value stated in the Schedule or pre - accident value whichever is the lower minimum Kshs 20,000/= if no anti-theft device is fitted or 2.5% of the Insured's estimate of value stated in the Schedule or pre - accident value whichever is the lower minimum Kshs 20,000/= if the vehicle is fitted with approved car tracking device.

It is further understood and agreed that this amount shall be in addition to any other amount for which the insured may be responsible under the terms of this Policy.

Subject otherwise to the terms and conditions of the Policy.

SUB CLASS: TERRORISM - MOTOR PV

Q00096 TERRORISM & SABOTAGE EXTENSION ENDORSEMENT

In consideration of the insured having paid an additional premium at the agreed rate with the company It is hereby declared and agreed that the cover provided by this Policy is extended to cover Terrorism as outlined below.

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

DEFINITIONS IN RESPECT OF THIS EXTENSION ENDORSEMENT

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

- A. Motor Vehicle means self-propelled wheel vehicle such as Car, Bus, Truck, Wagon, and Motorcycle designed for running on land but not on rails.
- B. Civil Commotion? means a substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.
- C. "Coup d'Etat" means the overthrow of an existing government by a group of its citizens or subjects.
- D. Insured Locations means only those Motor Vehicles which are listed on the policy schedule.
- E. Insurrection means a violent rising of citizens or subjects in resistance to their government.
- F. Loss means:
 1. With regard to Motor Vehicle, the cost to repair, restore or replace of Motor Vehicle damaged; as a result of Strike, Riot, Civil Commotion, Terrorism, Sabotage, Mutiny, Insurrection, Rebellion or Coup d'etat as described in the Insuring Agreement.

- G. Mutiny means a willful resistance by members legally armed or peacekeeping forces to a superior officer.
- H. Normal means the condition that would have existed had no loss occurred.
- I. Rebellion means a deliberate, organized and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens or subjects including acts committed in the furtherance of a revolution.
- J. Riot means a violent disturbance by three (3) or more persons assembled together which threatens the public peace.
- K. Sabotage means any act of deliberate subversion that causes damage to or destruction of real or personal property incidental to or arising out of an incident otherwise covered under this endorsement.
- L. Strike means a work stoppage by three (3) or more workers to enforce demands made on an employer or to protest against an act or condition.
- M. Terrorism means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behaviour or policies.

Terrorism does not include:

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

Exclusions in respect of this extension endorsement

This Company will not be liable for loss under this extension endorsement caused by or resulting from:

- A. delay, reduction of market, the cancellation, lapse or suspension of any contract, lease, license, or order;
- B. any infidelity, fraudulent, dishonest, or criminal act by any director, officer, or trustee of the Insured, whether acting alone or in collusion with others;
- C. any unexplained damage, mysterious disappearance, or shortage discovered on taking inventory;



- D. burglary, robbery or other theft or larceny without attendant riot;
- E. war, civil war, but this exclusion does not apply to acts of Terrorism as defined herein whether or not arising out of war or civil war;
- F. confiscation, expropriation, nationalization seizure or destruction under quarantine or customs regulations, commandeering, detention, requisition or destruction of or damage to property by any government whether de jure or de facto, or any public or municipal authority;
- G. loss caused by nuclear reaction or nuclear radiation or radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

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

Q00033 TERRORISM EXCESS MEMO

It is hereby declared and agreed that the insurer shall not be liable for the first Kshs. 10,000/= each and every loss following Political violence and terrorism losses.

Private Motor Insurance Policy

SUB CLASS: MOTOR AUTO-CORRECT

M059 AUTO CORRECT ENDORSEMENT-REVISED

Auto Correct Terms and Conditions

In addition to all other terms of the policy, the following terms and conditions will apply in respect to all vehicles fitted with the Heritage Auto Correct telematics device:

Clause A: Telematics Device

1. The telematics device is the property of the Company and you shall take utmost care for it. Any loss/damage must be reported to the Company within reasonable time but in any case not more than seven (7) days from the date of the loss/damage. Any theft incident must be reported to the police.
2. The Company shall replace the lost/damaged telematics device for the first loss/damage but any subsequent loss/damage shall be charged to you.
3. It is understood that the telematics device shall not replace the stipulated minimum and additional security and/or tracking/recovery devices. You will still be required to maintain these and all other declared security devices in full working order at all times.

4. You have the obligation to exercise competence and due care pertaining to the use of the telematics device.
5. The telematics device shall be required to be plugged in the motor vehicle at all times and can only be unplugged by the Company or authorized persons. Tampering with the device may result in policy cancellation.
6. Once you have signed up for a Heritage Auto Correct insurance policy, the cover shall remain on such basis unless you issue instructions to the Company in writing to terminate the arrangement. The instructions must be accompanied by the telematics device which remains the property of the Company. Where it is not reasonably practical to deliver the device physically together with the instructions, the same must be surrendered to the Company within 7 days from the date of the instructions to terminate the Auto Correct insurance policy.

Clause B: Driving Score

1. On the basis of the data collected, the company's telematics insurance system will generate a driver's score. The score can be obtained by the driver either on the Auto Correct mobile phone application or on the User Based Insurance (UBI) portal.
2. It is hereby declared and agreed that the Company will not use the driving score for purposes of processing claims. The information may however be used to verify time and location of an incident, general risk management and for underwriting purposes to ensure that the insured receives the best cover possible. It is further agreed that the information shall be treated with utmost confidentiality.

Clause C: Premium Cashback

1. For vehicles fitted with the Heritage Auto Correct device, premium cashback shall apply at the end of the policy period, up to a maximum of 15% of the base annual premium paid. This shall be subject to the following:
 - a. There has been no claim by you on the vehicle for 12 months from the policy anniversary date.
 - b. You have maintained an average driving score for the year as follows:

Score	Premium Cashback
95 and above	15%
Between 90 and 94	10%
2. The Company reserves the right to review the cashback rates as and when this is deemed necessary.



Clause D: Cancellation/Termination of an Auto Correct policy

1. The Auto Correct motor insurance policy shall be deemed to be automatically cancelled/terminated if:
 - a) The policy is not renewed with the Company
 - b) The motor vehicle is sold to a Third Party
 - c) The policy is cancelled for whatever reason
 - d) Cover, in respect of the motor vehicle, is reduced from comprehensive cover to another cover type such as third party only or third party, fire and theft.
 - e) There is a change on the use of the motor vehicle
 - f) The motor vehicle is involved in an accident and the claim is determined to be a total loss even if you opt to conduct repairs
 - g) You have defaulted on;
 - i. Premium payment
 - ii. Any other obligation that the insured is required to fulfill in terms of the motor insurance policy
 - h) You return the device to the Company
2. Where the Auto Correct insurance policy has been terminated due to any of reasons stated above, you shall be required to surrender the telematics device to the Company within seven (7) days from the date of the event giving rise to the termination.
3. The Company may at its discretion institute recovery procedures for the device at your cost where following termination, you fail to return the device within a reasonable time.
4. It is a condition precedent to liability on this policy that you must inform the insurers immediately or within reasonable time if there are any changes to the risk details including but not limited to change in risk address, regular driver details, contact details and change ownership of vehicle.
5. The Company reserves the right to determine whether the policy shall be retained following such changes. If the arrangement is terminated for any reason, you are required to return the device as provided under (2) above.

Clause E: Loyalty Program

1. While on the Auto Correct policy, you will earn loyalty points based on your driving scores that can be redeemed at selected outlets. This information will be available on the mobile application.

Clause F: Data Protection, Processing and Consent

1. By taking out this policy, the Company will collect and process data on your behalf. The Company may collect and process submitted information. This is information provided by filling in forms, over the phone, by email or other means. The Company may also collect and process device information. That is, once the Heritage Auto Correct device is installed in the vehicle the Company will use the telematics device to capture data.
2. You consent to the Company's processing and using any data collected under Heritage Auto Correct, including for the avoidance of doubt personal data related to you. You further consent to the Company processing and using data from Heritage Auto Correct, e.g. logged vehicle data such as, driving distances, driving behavior, location and driving patterns, for the Company's insurance purposes,
3. You further consent to the Company's use, storage, and otherwise exercise of control over any data or information so transmitted or accessed, in any manner whatsoever, without limitation, including the right to share information so transmitted or accessed with its affiliates, subsidiaries, parent organizations, or reinsurers.

Motor Private Insurance Policy Terms and Conditions

In consideration of the insured named in the schedule having paid **Directline Assurance Company** (Kenya) Limited (hereinafter called the Company) the premium stated herein.

The company agrees, subject to the terms exceptions and conditions set out hereunder to indemnify the insured against events stated herein occurring during the period of insurance.

The liability of the company in respect of any loss shall not exceed the limits of liability specified in the schedule.

The Proposal and Declaration made by the Insured are the basis of and form part of this Policy.

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 III of this Policy is cancelled, and 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" Sections I and III of this Policy are cancelled.

Please read this Policy to ensure that it is in accordance with your requirements.

SECTION I - INSURANCE ON THE MOTOR VEHICLE

1. Loss or Damage

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon.

At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated 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 and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy, the Company will subject to the limits of liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

4. Authority to Repair

The Insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that

- (a) The estimated cost of such repair does not exceed the Authorized Repair limit.
- (b) A detailed estimate of the cost is forwarded to the Company without delay.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for:

- a. Consequential loss
- b. Depreciation wear and tear mechanical or electrical breakdown failures or breakages
- c. Damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time
- d. Loss of or damage to the contents being carried in or on the motor vehicle
- e. Damage caused by overloading or strain
- f. The excess stated in the schedule

SECTION II - LIABILITY TO THIRD PARTIES

1. Indemnity to the insured

The Company Will subject to the limits of Liability and the Jurisdiction Clause indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

- (a) Death of or bodily injury to any person
- (b) Damage to property

Where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

2. Indemnity to other Persons

The Company will subject to the limits of liability, Restrictive and Extensive Clause indemnify the Insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:

- (a) Death of or bodily injury to any person
- (b) Damage to property

Where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

3. Indemnity to Legal Representative/s

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person.

4. Application of Limit/s of Liability

In the event of an accident involving indemnity under this Section to more than one person the limits of liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

5. Representation and Defence

The Company may at its own option:

- (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of 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

EXCEPTIONS TO SECTION II

The Company shall not be liable:

- a) Under sub-sections 2 or 3 to indemnify any person
 - I. Unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply.
 - II. If such person is entitled to indemnity under any other policy
- b) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- c) In respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- d) In respect of damage to property belonging to or held in trust by or in custody or control of:
 - I. The Insured or
 - II. Any person claiming to be indemnified under sub-section 2 or
 - III. A member of the same household as the insured or of the same household as any person claiming to be indemnified under sub-section 2

SECTION III – EMERGENCY MEDICAL EXPENSES

The Company will subject to the limits of liability pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or Authorized Driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

SECTION IV – MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER

Notwithstanding General Exception 1 (b) the indemnity provided by this Policy 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 purpose of overhaul upkeep or repair.

JURISDICTION

The indemnity under Section II shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic Of Kenya.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the law of any country within the Geographical Area to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

LIMITATION AS TO USE

"Use only for social, domestic and pleasure purposes and for your business and profession"

The Policy does not cover use for racing competitions rallies or trials (or use for practice for any of them) or use for hire or reward commercial travelling the carriage of goods in connection with any trade or business or use for any purpose in connection with the Motor Trade.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

- 1. Any accident loss damage or liability caused sustained or incurred
 - a. Outside the Geographical Area
 - b. Whilst on the Insured's order or with his permission or to his knowledge any motor vehicle in respect of which indemnity is provided by this Policy is:
 - I. Being used otherwise than in accordance with the limitations as to Use
 - II. Being driven by any person other than an Authorized Driver or is for

- III. the purpose of being driven by him in the charge of such person.
2. Any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
 - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power
 - b. Strike, riot, civil commotion
 - c. Detention, seizure, confiscation or any attempt thereat or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
 - d. Flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake, or other convulsion of nature.
 3. Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
 4.
 - a. Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - b. Any liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations 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 shall include any self-sustaining process of nuclear fission.
 5. Any accident loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
 6. Any accident loss damage or liability caused sustained or incurred whilst the motor vehicle(s) is/are being used to carry passenger(s) and or loads in excess of the assessment by the licensing authorities. However, it shall not affect the right of any person to recover any identifiable amounts under or by virtue of legislation, but the insured shall

repay to the company all sums paid by the company which the company will not have been liable to pay save for the legislation.

CONDITIONS

1. Interpretation

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

2. Insured's Duty

The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. Care of Motor Vehicle

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

5. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

6. Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and or such person shall give all such information and assistance as the Company may require.

7. Payment of Limits of Liability

At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1 (b) and section II - 2(b) of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II-1 (b) and Section II - 2 (b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.

8. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception (a) (ii) to Section II of this Policy.

9. Cancellation

The Company may cancel this Policy by sending thirty (30) days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorata portion thereof for the time during the current Period of Insurance the Policy has been in force or the Policy may be cancelled at any time by the insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for the time during the current Period of Insurance the Policy has been in force.

10. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a

single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

CLAUSES ATTACHING AND FORMING PART 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 twenty-one (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/Unobtainable Spare Parts

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. Wind Screen and Window Glass

It is hereby understood and agreed that any claim in respect of replacing any windscreen or window glass (forming part of the motor vehicle) as a result of breakage Any payment under this endorsement shall not constitute a claim within the meaning of any No Claim Discount provisions and shall not prejudice any No Claim Discount entitlement.

The maximum indemnity under this extension is as indicated in the policy schedule.

In the event of a claim arising under this endorsement, the cover under this extension shall cease, but may be reinstated at the discretion of the company on payment of an additional premium of not less than the amount originally charged.

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

4. 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.

5. Airport Exclusion

It's hereby understood and agreed that the company shall not cover under Section I and II of this policy any loss or damage to the motor vehicle or liability arising from the use of the vehicle(s) on airports/airstrip premises where members of the public do not normally have access.

6. Drunk and Intoxication

It is hereby declared and agreed that the company shall not be liable to make any further payment in respect of any accident, loss, damage or liability caused or arising whilst the motor car in connection with which insurance or indemnity is granted hereunder is being driven by the insured or any other person with the knowledge and consent or order of the insured whilst impaired by intoxicating liquors or drug.

7. Terrorism Exclusion

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this insurance agreement does not cover any liability, loss, damage or expenses 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 consequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force and/or the threat thereof, whether as an act harmful to

will be met within the terms of the policy without deduction of any amount of which the insured is responsible in the terms of any excess endorsement attaching to the policy. 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 organization(s) or government(s) or any person or body or 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 the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such a loss, damage or expense is covered shall be upon the insured.

8. Political, War and Civil War Risks Exclusion

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it's agreed that this insurance agreement excludes loss, damage, cost or expenses 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 consequence to the loss:

- a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) civil war
- b) Abandonment and/or permanent or temporary disposition resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority
- c) Mutiny, civil commotion, 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
- d) Any act, including but not limited to labour disturbance, lock-out, riot or strike which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof
- e) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (d) and above
- f) Plundering, looting, war pillage in connection with riots and/or civil commotions or any other activities referred to in clause (d)
- g) For the purposes of clauses, (d), (e) and (f) any loss or damage occasioned directly by a labor disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause (d) shall not be excluded

In any action, suit or other proceeding in which the insurer alleges that by reason of this provision any loss or damage is not covered by this agreement, the burden of

providing that such loss or damage is covered shall be upon the insured.

9. Own Damage Partial Theft

It is hereby understood and agreed that notwithstanding anything to the contrary in Section I of this Policy the Insured in respect of each and every event shall be responsible for the undernoted first amount (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Policy and it is understood that the first amount depends as undernoted upon the Insured's estimate of the value of the vehicle including accessories and spare parts as shown in the 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 the Motor Vehicle.

10. Average Clause

When at the time of a claim the insured vehicle has a market value higher than the sum insured, it is understood and agreed that the Insurers shall bear only that proportion of the loss which the sum insured bears to the market value. Subject otherwise to terms and conditions of the policy.

11. No Blame No Excess

It's hereby declared and agreed that this policy is subject to no blame no excess, in respect of own damage claims only, provided;

- I. Insurers are provided with a police abstract report clearly stating that the insured was not to blame for the accident.
- II. The accident involving two or more vehicles and the registration number of the vehicle(s) to blame are clearly stated in the police abstract report. Under no circumstances will the clause apply to cases of theft, cyclists, pedestrians or animals
- III. The assessed claim is not within policy excess.
- IV. If blame is apportioned, or the parties blame each other or the matter is indicated as pending under investigations, the policy excess will apply and must be paid in full.

Subject to terms and exclusions of the policy.

12. Duty/Value Added Tax Clause

Notwithstanding anything contained herein to the contrary if the estimated value of vehicle insured herein shall be duty free and or free of value added tax and should the motor vehicle be involved in an accident necessitating repairs, the basis of settlement of any claim under this policy shall be the cost and sea freight of such parts excluding any duty or value added tax plus the reasonable labour cost fitting such spares.

In the event of a total loss claim payable under this policy, the policyholder shall either retain the salvage or pay the duty or value added tax first and evidence of such payment shall be furnished to the company before the claims proceeds are paid to the insured. However, if evidence is not provided to the company within 21 days from the date of offer, the company reserves the right to settle claim net of salvage value obtained on tender and the insured shall retain the salvage.

13. Strike Riot and Civil Commotion

It's hereby understood and agreed that the words "strike riot civil commotion" in General Exception 2 of this Policy shall not apply to any accident loss damage or liability in Kenya directly caused by:

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- b) The wilful act of any striker or locked out worker done in furtherance of a strike or in resistance of a lock-out or 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.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- b) Mutiny civil commotion assuming the proportions of or amounting to a popular rising, military rising rebellion, revolutionary insurrection military or usurped power of any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any 'de jure' or 'de facto' government by terrorism or by any violent means.

For the purpose of proviso (b) 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public in fear.

In the event of any claim hereunder the Insured shall prove that the accident loss damage of liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the terms of this policy.

14. Theft Warranty

unattended otherwise the theft excess under the policy shall be increased to 20% of the value of the vehicle.

15. Car Entertainment Unit 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 a specified Radio/Cassette Player fitted to motor vehicle as a result of loss or damage due to theft following forcible and violent entry (of which there shall be external visible entry) into the Motor Vehicle will be made within the terms of the policy without deduction of any amount for which the Insured is responsible in terms of any Excess provided for in 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 this extension is limited as indicated in the policy schedule.

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 shall be forfeited and be reinstated at the discretion of the Company on the payment of an additional premium of not less than the amount originally charged, it being 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 this policy.

16. Excess Protector

It's hereby declared and agreed that notwithstanding anything to the contrary contained in this policy, the excess applicable under own damage claims shall be waived in respect of motor vehicle insured under this policy.

It's further noted that in the event of payment of claim under this extension the insurer will have earned the full extension premium notwithstanding that the payment be less than the indemnity provided by the extension, cover under the extension shall be forfeited and maybe reinstated at the discretion of the company at an additional premium of not less the amount original charged. Provided that there is a claim payable under section 1 of this policy.

The Company shall however not be liable to pay for:

- a) Any claims falling within the excess of the Policy
- b) Any claim on the Policy where is settled on ex-gratia basis
- c) Any Theft claim
- d) Young and novice driver(s), additional excess
- e) Excess in relation to car hire extension claims
- f) Any claims falling outside the period of cover of the Policy

Warranted that each vehicle insured for theft under this policy has at least one of the Anti-theft devices fitted proof of which must be furnished to the Company and that the device be operative at all times the vehicle is left

- g) Any claim where any of the following are proved: fraud, misrepresentation and non-disclosure
- h) Any Liability, which attaches by virtue of an agreement but which would have not attached in the absence of such agreement

17. Premium Payment Warranty

"Pursuant to the deletion of Section 156 sub-section (2) of the Insurance Act Cap. 487, you are required to pay your premium on or before the commencement of cover. Please note that the Company shall only assume risk upon receipt of the full premium".

18. Motor Vehicle Inspection

"Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that if a motor vehicle is not inspected/valued within fourteen (14) days from the date of issuing the certificate of motor insurance, then cover under this policy reverts to "Third Party Only"

19. Endorsement in Respect of Computer Related Claims

For the purposes of this Memorandum the expression Electronic Equipment shall mean:

- a) Any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.
- b) Any in-car entertainment system

It is agreed that Exception b) to Section 1 of this policy is deleted and replaced by the following:

- "Loss of use, depreciation, wear and tear, mechanical or electrical breakdown failure or breakage, or any failure of any Electronic Equipment."

Subject otherwise to the terms, conditions and exceptions of this Policy.

20. Inclusion of Special Peril/s

It is hereby understood and agreed that the words "flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature" in General Exception 2(d) of this Policy are deemed to be deleted.

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.
of approved motor valuers can be obtained from our offices on request.

You should therefore, in your own interest obtain the current market value of your vehicle(s) each year. A list

(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.