

DOMESTIC PACKAGE POLICY

The jubilee Allianz General insurance
(here under called the Insurer)

IN CONSIDERATION of the payment and acceptance of the first premium as consideration for the insurance hereinafter contained THIS POLICY WITNESSETH that in respect of the perils occurring during the period of insurance or in any subsequent period for which the insured shall pay and the insurer shall agree to accept a renewal premium and subject to the terms exceptions and conditions herein or endorsed hereon the insurer will indemnify the insured as hereinafter provided.

The proposal and declaration made by the insured is the basis of and forms part of this contract.

INSURED VALUE the insured declares that the Sum insured will be maintained as follows:-

Under the building section - The full value of the Property insured calculated in the same manner as for settlement of claims as described in under the basis of settlement as per Policy Schedule.

The liability of the Insurer under Section A and B in respect of loss or damage occurring during any one Period of Insurance shall be limited to the Sum Insured on each item of the property Insured under the respective Sections except where otherwise stated:

BASIS OF SETTLEMENT under the building section - the full replacement value. The insurer may at its own option make payment reinstate or repair the property damaged or destroyed.

BASIS OF SETTLEMENT under the contents Section - the full replacement value less a reasonable deduction for wear and tear and depreciation. The Insurer may at its own option make payment reinstate or repair the property damaged, stolen or destroyed.

SECTION A- BUILDINGS

PROPERTY INSURED

The residence being a private dwelling house or flat shown in the schedule including domestic outbuilding (hereinafter referred to as "the Buildings") Landlords fixtures and fittings wall gates and fences all on the same premises.

Unless otherwise stated the buildings are built of brick stone or concrete with slate tile concrete asbestos or metal roofs.

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

1. FIRE, LIGHTENING, THUNDERBOLT, EARTHQUAKE OR VOLCANIC ERUPTION (including Flood or overflow of the occasioned thereby) or SUB -TERRANEAN FIRE.
2. EXPLOSIONS.
3. RIOT AND STRIKE which for the purpose of this Policy shall mean:
 - a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an excluded peril contained in the exceptions hereto.
 - b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
 - c) The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
 - d) The action of any lawfully constituted authority in preventing or attempt[ting to prevent any such act or in minimising the consequences of any such act.
4. AIRCRAFT or OTHER AERIAL DEVICE or any article dropped therefrom.
5. BURSTING or OVERFLOWING of Water Tank Apparatus or Pipe, Excluding
 - (a) The first Ush.200,000 in respect of each and every loss
 - (b) Loss or damage whilst the buildings are left unfinished.
6. THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING INTO or OUT OF THE BUILDING or any attempt threat excluding loss or damage occurring whilst the building is left unfinished. PROVIDED THAT during any period when the private dwelling house is left without an inhabitant cover against theft is suspended from the beginning of the thirty first consecutive days of such occupancy.
7. IMPACT WITH THE BUILDINGS by any road vehicle or animal not belonging to the insured or any member of his family normally residing with him.
8. STORM OR TEMPEST (including Flood or Overflow of the sea occasioned thereby) excluding:
 - (a) The first Ush.200,000 of each and every loss
 - (b) Damage caused by subsidence or Landslip and
 - (c) Damage caused by storm or tempest as regards any Building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings are complete and protected against such perils) awnings, blinds, signs, external television and radio antennae, aerials, aerials fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.
9. ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT in the event of the buildings being rendered uninhabitable by any of the peris specified above the insurer will indemnify the insured against:
 - (i) Reasonable additional expenses for alternative accommodation
 - (ii) Loss of rent payable to the insured actually incurred by the insured during the period necessary for the reinstatement of the Buildings. PROVIDED that the amount recoverable hereunder shall

not exceed 10% of the Total Sum Insured.

EXCEPTIONS RELATING TO BUILDINGS

The insurer shall not be liable in respect of:-

- A. As regards Perils (2) and (3) above any accident, loss, damage, expense, liability occasioned by or through or in consequence directly or indirectly of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence. In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of providing that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.
- B. Except as provided for under Peril (3) above any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Building or the contents by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the Buildings are situated.
- C. Consequential loss of any kind except as provided in contingency 9.

SPECIAL CONDITIONS

If the property hereby insured shall, at the time of replacement be collectively of greater replacement value than the Sum

Insured thereon, the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the schedule shall separately subject to conditions.

SECTION B – CONTENTS

PROPERTY INSURED

The contents of the residence being a private dwelling house or private flat shown in the schedule consisting of Furniture.

Household goods and personal Effects of even description (except as after mentioned) the property of the Insured or any member of his family normally residing with him and Fixtures and Fittings the Insured's own or for which he is legally responsible not being Landlord's fixtures and fittings.

PROPERTY NOT INSURED

1. Property more specifically Insured
2. Deeds, bonds, bills of exchange, promissory notes, cheques, travellers cheques, securities for money, stamps, documents of any kind, cash, currency notes, manuscripts, medals, coins, motor vehicles accessories and livestock unless specifically mentioned herein.
3. Any part of the structure or ceilings of the Buildings, wallpapers and the like or external television and radio antennae, aerial fittings, masts and towers.
4. Property outside the limits of Uganda, Kenya and Tanzania.
No one article (furniture, household appliances, pianos and organs excepted) shall be deemed of greater value than 5% of the total Sum Insured on the Contents unless such article is specifically insured. The total value of platinum, gold, and silver articles, jewellery and furs shall not exceed ONE THIRD of the total Sum Insured on Contents unless specially agreed hereon.

The insured will indemnified against loss of or damage to the property insured caused by the following perils.

1. FIRE, LIGHTENING, THUNDERBOLT, EARTHQUAKE OR VOLCANIC ERUPTION OR SUB TERRANEAN FIRE
2. EXPLOSION
3. RIOT AND STRIKE which for the purpose of this Policy shall mean:
 - a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an excluded peril contained in the exceptions hereto.
 - b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
 - c) The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
 - d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
4. AIRCRAFT or OTHER AERIAL DEVICE or any article dropped therefrom.
5. BURSTING or OVERFLOWING of Water Tank Apparatus or Pipe (Excluding the damage caused thereto)
6. IMPACT WITH THE BUILDINGS by any road vehicle or animal not belonging to the insured or any member of his family normally residing with him.
7. STORM TEMPEST, FPLOOD excluding the first Ush.100,000/= of each and every loss.
8. (a) THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING INTO or OUT OF THE BUILDING or any attempt thereat.
 - (c) THEFT in any other circumstances but EXCLUDING

- (i) Theft whilst the Buildings or any part thereof are lent let or sublet.
- (ii) Theft from any outbuilding not directly communicating with the private dwelling house or private flat mentioned in the schedule or from any veranda thereto.
- (iii) The first Ush.100,000/= of each and every loss.

PROVIDED THAT during any period when the Insured's private dwelling house or private flat is left without any inhabitant cover against THEFT is entirely suspended from the beginning of the eight consecutive day of such unoccupancy. The premises shall not be deemed occupied where the inhabits servants quarters or non-communicating buildings.

EXTENSIONS

1. LOSS OR DAMAGE TO BUILDINGS AND LANDLORDS FIXTURES AND FITTINGS
This policy extends to insure against loss or damage to the Buildings mentioned in the Schedule and or Landlord's Fixtures and Fittings therein for which the Insured is legally responsible as tenant and not as owner (but only if the private dwelling house or private flat mentioned in the Schedule be furnished and occupied) directly caused by Storm or Tempest (but excluding destruction or damage caused by subsidence or landslip), Bursting or Overflowing of Water tanks. Apparatus or Pipes. Theft accompanied by Actual forcible and violent breaking into or out of Building or any attempt thereat provided however that this indemnity excludes that exceeds the aggregate 10% of the total Sum Insured as stated in the Schedule.
2. TEMPORARY REMOVAL
This Policy extends to cover the contents specified in the Schedule if they are not otherwise insured with in Kenya Uganda and Tanzania.
 - a) AGAINST THE PERILS SET OUT ABOVE whilst

- (i) In any private residence, Hotel, Inn, Boarding House, Club, Nursing Home or Hospital in which the Insured or any member of the Insured's family normally residing with the Insured may be temporarily residing at the time of Loss or Damage.
 - (ii) Deposited for safe custody in any Bank or state Depository.
 - b) AGAINST THE PERILS OF FIRE, LIGHTENING EXPLOSION AND THEFT accompanied by Actual Forcible and Violent breaking into or out of the Buildings or any attempt thereat, whilst (i) In any laundry or other trade premises for the purpose of making up, renovation, repair, cleaning or dyeing or whilst in any further depository. (ii) In any office business or trade premises where the Insured or any member of the Insured's family normally residing with the Insured is employed.
 - c) AGAINST THE PERILS OF FIRE, LIGHTENING, EXPLOSION whilst temporarily elsewhere. The Insured's liability under each of the extensions (a) and (b) and (c) above shall be limited to 15% of the Total Sum Insured as stated in the Schedule.
3. ADDITIONAL EXPENSE OR ALTERNATIVE ACCOMMODATION AND LOSS OF RENT
- In the event of the building being rendered uninhabitable by any of the perils specified above this Policy extends to indemnify the Insured against:
- (a) Reasonable additional expenses for alternative accommodation.
 - (b) Loss of rent payable to the Insured Actually incurred by the Insured during the period necessary for the reinstatement of the buildings.

PROVIDED THAT the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured.

EXCEPTIONS RELATING TO CONTENTS

The Insurer shall not be liable in respect of:

- A. As regards perils (2) and (3) above only, any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence.
- B. Except as provided for under Peril (3) above only, any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the building or the contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Building is situated. In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accidents, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of providing that such accident, loss or damage, expense, liability or bodily injury is covered shall be upon the Insured.
- C. Consequential loss or damage of any kind except as provided in Extension No.3.

SPECIAL CONDITIONS

If the property hereby insured shall, at the time of any loss, be collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Scheduled shall be separately subject to this condition.

SECTION C – "ALL RISKS"

The Insurer agrees, subject to the terms containing herein or endorsed hereon to indemnify the Insured against losses or damage to the property insured by any cause (other than as stated in the

Exceptions) occurring during the Period of Insurance.

The Insurer may at its option repair reinstate or replace any such property lost or damaged or may pay in cash the amount of the loss damaged.

Provided that the liability of the Insurer under this Section for loss or damage occurring during anyone Period of Insurance shall not exceed the Sum Insured on each item of the property insured under this Section or in the whole Total Sum Insured hereby.

EXCEPTIONS TO SECTION C

The insurer will not be liable under this section for:

1. Loss or damage
 - a) Arising from wear and tear, depreciation, gradual deterioration, moth, vermin, insects, inherent vice, rust or atmospheric conditions
 - b) Arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects
 - c) To the property insured caused by its undergoing any process involving the application of heat or the actual process of dyeing, cleaning, repair renovation or alteration.
 - d) Due to theft or attempted theft by any relative of the insured or loss or damage occasioned through the wilful act of Insured or any relative or the wilful act of any other person with connivance of the Insured or any relative.
 - e) To property in transit unless accompanied by the Insured or any member of his family or household normally residing with him.
2. Breakage of glass (other than lenses) or other articles of a brittle nature (other than jewellery)

unless breakage is caused by fire or theft.

3. Theft of any property insured from motor vehicles unless the property stolen is contained at the time of loss, in a locked boot or locked locker forming an integral part of the vehicle.
4. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.
5. Loss of cash, currency, bank-notes or securities of any kind.
6. Consequential loss of any kind or description.
7. Loss or damage due to or arising out of delay confiscation or detention by Customs or other Officials or Authorities.

MEMORANDUM

AVERAGE CLAUSE

Whenever an item of property insured described in the schedule is stated to be subject to Average, if the property covered thereby shall in the event of loss or damage be of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

SECTION D – WORKER MEN'S COMPENSATION

IN THE EVENT OF ANY DOMESTIC SERVANT for whom premium has been paid sustaining during the currency of the policy bodily injury by accident or disease arising out of and in the course of his employment be the insured in connection with the insured's house, garden, stable or motor cars the insurer will subject to the Jurisdiction Clause and the other Terms Conditions and Exceptions of this policy indemnify the Insured against liability at law (including liability under the Workermen's Compensation Law(s) set out below) to pay compensation and claimants' costs and expenses in respect of such injury and will in addition pay all

costs and expenses incurred with its written consent.

IN KENYA The Workermen's Compensation Act No. 72 of 1948

IN TANZANIA The Workermen's Compensation Ordinance No. 43 of 1948. The Workermen's Compensation Decree No.27 of 1957 (Zanzibar)

IN UGANDA The Workemen's Compensation Ordinance No.15 of 1949 as amended at the date of issue or renewal of this Policy

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

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

EXCEPTIONS

The Insurers shall not be liable under this Section in respect of:

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

SECTION E- OWNERS LIABILITY

Subject to the Jurisdiction clause and the other terms Conditions and Exceptions of this Policy, the Insurer will indemnify the Insured against liability at law to pay compensation in respect of:

- a) Accidental bodily injury (including illness) to any person other than a member of the Insured's family or household or a person in his service at the time of occurrence giving rise to the injury

OR

- b) Accidental loss of or damage to property not belonging to or in the custody or control of the Insured or of any member of his family or household or a person in his service. Occurring about the premises during the currency of the Policy of which the Insured may be liable as owners (not as occupier) of the said premises (the Insurer's liability being restricted to a maximum of Ush.15,000,000/- for anyone claim or series of claims arising out of one event) excluding liability arising from
 - i) Any business of profession or the use of lifts, hoist or vehicles
 - ii) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

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

- (a) All costs and expenses recovered by any claimant from the Insured
- (b) All costs and expenses incurred with written consent of the Insurer.

In the event of the death of the Insured. The Insurer will in respect of the liability incurred by the

Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall act as though they were the insured observe, fulfil and be subject to the terms Conditions and Exceptions of this Policy.

For the purpose of this section, the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

SECTION F – OCCUPIERS AND PERSONAL LIABILITY

Subject to the Jurisdiction clause and the other terms Conditions and Exception of this Policy the Insurer will indemnify the Insured against liability at law to pay compensation in respect of:-

- a) Accidental bodily (including illness) to any person other than a member of the Insured's family or household or person in his service at the time of the occurrence giving rise to injury.

OR

- b) Accidental loss or damage to property not belonging to or in the custody of or control of the Insured or of a member of his family or household or a person in his service.

Occurring during the currency of this policy anywhere in Kenya Uganda and Tanzania for which the insured may be legally liable (the Insurer's liability being restricted to a maximum amount of Ushs.15,0000,0000/- any one claim or series of claims arising out of one event) excluding;

- (i) Sports involving the use of mechanical power or from the possession or use of vehicles (other than pedal cycles perambulators and children's toys) motor cycles aircraft locomotive

boats (other than hand propelled craft) animals (other than domestic dogs, cats and horses) or firearms

- (ii) Any business trade or profession or the ownership or occupation of any land or building (other than the occupation of a private dwelling house as a tenant but not as owner)
- (iii) Agreement entered into by the Insured unless liability would have attached to the Insured in the absence of the agreement.

- (iv) The use of any lifts, hoist or vehicles.

In addition the insurer will pay all costs and expenses recovered from the insured by any claimant and/ or incurred with the written consent of the Insurer.

The Insurer agrees in terms of and of subject to the limitations of this section to indemnify any member of the Insured's households normally residing with the Insured (or in the event of the death of any person entitled to indemnity under this part of the Policy his personal representatives) provided that such person shall as though he were the insured observe fulfil and be subject to the terms, Conditions and Exceptions of this Policy so far as they can apply.

JURISDICTION CLAUSE

The Indemnity under Section D, E and F of this policy shall 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 Republics of Kenya Uganda and Tanzania.

GENERAL EXCEPTIONS APPLICABLE TO ALL CONTINGENCIES COVERED BY THE POLICY

The Insurer shall not be liable in respect of:-

1. Any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of;
 - a) War, invasion, act of foreign enemy hostility or warlike operations (whether war be declared or not), civil war
 - b) Mutiny, civil commotions assuming the proportion of amounting to a popular rising, military rising, insurrection, rebellion military or usurped power.
 - c) As regards perils No.2 and 3 Section A and Section B any act of any person on behalf or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism of violence. In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accident, loss, damage, expenses, liability or bodily injury is covered shall upon the Insured.
2. Except as provided for under peril No.3 of Section A and B any accident, loss, damage, expenses, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering requisition or destruction of or damage by order of the Government de jure or de facto or any public, municipal or local Authority.
3. Any accident, loss, damage, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - a) Nuclear weapons material
 - b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this exception 3(b), combustion shall include any self-sustaining process of nuclear fission.
4. Loss or damage directly occasioned by pressure waves caused by

aircraft and other aerial devices travelling at sonic or supersonic speed.

GENERAL CONDITIONS

1. The Indemnity provided under this policy excludes all claims arising from incidents occurring outside the territorial limits of Kenya, Uganda and Tanzania (unless specifically agreed by the Insurer in writing and the Policy is endorsed accordingly)
2. The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear.
3. If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity provided under this policy there shall be any other insurance in force the Insurer shall not be liable for more than its rateable proportion thereof, upon the happening of any such loss, damage, expense, or liability, the Insured shall forthwith give notice to the Insurer in writing of all other insurances effected by him or in his behalf covering the property or any part of the property or liability Insured under this policy and no claim under this policy shall be payable by the insurer until such notice shall have been received by them.
4. Nothing contained herein unless otherwise expressly stated, shall give any rights against the Insurer to any person other than the Insured, his executors or administrators, and the Insurer will not be bound by any passing or interest otherwise than by death or operation of law, unless and until the insurer shall by endorsement declare and the insurance to be continued.
5. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain any benefit under this policy, the Insurer shall be under no liability to meet such claims and the Policy shall immediately cease to provide any further protection without the Insured being entitled to any return of premium.
6. Every right of the Insured accrued or to accrue will by way of subrogation

pass to and absolutely vest in the Insurer to the extent that the loss or damage insured by this policy may be ultimately made good or diminished thereby.

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

8. In any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an arbitrator or to be appointed in writing by the parties in difference or if they can not agree upon a single arbitrator to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar month after having been required so to do by the other party. In case either party refuse or fail to appoint an arbitrator within two calendar month after receipt of notice in writing requiring appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have appointed by them in writing before entering in the reference and shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrators, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrator (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition

precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained.

SPECIAL CONDITIONS RELATING TO CLAIMS

Applicable after any event which give rise or may give rise to a claim under this policy.

1. ALL CLAIMS

- a) The insured as soon as possible give the insurer full particulars in writing and at his own expense provide all certified information and evidence in the form and as requested by the Insurer.
- b) The Insured shall give any other assistance as the Insurer may require.

2. PROPERTY CLAIMS

The Insurer shall notify the police immediately of any loss or damage due to theft, malice, riot and strikes.

3. LIABILITY CLAIMS

- a) The insured immediately on its receipt shall send any letter, claim, write or summons to the Insurer.
- b) The Insured immediately he has knowledge shall notify any related prosecution, inquest or fatal enquiry to the Insurer.
- c) No one without the written consent of the Insurer shall make any admission, offer or promise of the payment.
- d) The Insurer shall be entitled
 - (i) To conduct and to control fully the defence or settlement of any claim.
 - (ii) To prosecute for its own benefit in the name of the Insured or any Insured

person any claim for
indemnity or damages.

SPECIAL MEMORANDUM

1. The insurer shall neither be bound to send any notice of renewal premium becoming due, nor to renew this policy.
2. The due observance and fulfilment of the terms and conditions of this policy and of any endorsement hereon so far as they relate to anything to be done or complied with by the Insured or his personal representative and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.

OTHER MANDATORY EXCEPTIONS APPLICABLE TO THIS POLICY.

CYBER EXCLUSION

For TPL/General Liability/ Financial
Lines

Cyber Event Exclusion (absolute)

It is hereby understood and agreed that:

This (re)insurance contract does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any *Cyber Event*.

For the purposes of this endorsement:

Cyber Event means any actual, alleged or suspected:

- (a) damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or
- (b) unauthorized access to or use of any personal information / personal data or confidential information (other than information that is lawfully available in the public domain or to the general public

unless such information which had been publicly available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or

- (c) non-physical and technological failure of the *Company's Computer System*, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or
- (d) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the *Company's Computer System*. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or
- (e) interruption of the insured company's business caused by an accidental, unintentional or negligent act, error or omission of the insured person in the operation or maintenance of the *Company's Computer System* which causes total or partial unavailability of the *Company's Computer System*; and/or
- (f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of *Cyber Event* definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or

computer programs) leased, owned or operated by or which is made available or accessible to the insured company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.

All other terms, conditions, provisions, exclusions and limitations of this (re)insurance contract otherwise remain unchanged.

PANDEMIC DISEASE EXCLUSION COMMUNICABLE DISEASE EXCLUSION

This insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing

or in any way relating to a Communicable Disease or fear or threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property. Cost or expense includes, but is not limited to any cost to:

(i) clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;

(ii) monitor or test for Pathogens or a Contagious or Infectious Disease; or

(iii) provide medical treatment for persons affected by a Contagious or Infectious Disease.

DISEASE means any infectious or contagious condition including, but not limited to, any condition caused by or arising out of any virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, regardless of the method of transmission.

For clarity, FEAR or THREAT is assumed when a government or public authority deems or confirms a fear or threat of a DISEASE outbreak, pandemic or epidemic either in writing or in any other form of media.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this insurance cover does not cover any liability, loss damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage 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 organisation 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 the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this insurance agreement, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

POLLUTION AND CONTAMINATION EXCLUSION

Any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against (1)
 - Any peril insured against which itself results from a pollution or contamination
 - Any liability in connection with disposed or dumped waste materials or substances may
- not be covered.

SANCTIONS CLAUSE

Sanctions / Embargoes

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition

or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Addendum to the Arbitration Clause

Dispute Resolution

Any dispute/complaint between the parties to the insurance may first be resolved amicably between the parties without the intervention of a third party and/or the dispute/complaint may be escalated to the Insurance Regulatory Authority of Uganda or Ombudsman in accordance with the Insurance Act and Regulations before resorting to other mediation, arbitration, litigation or any other form of dispute resolution.