

THE  
ALL RISKS  
INSURANCE POLICY



# Kenindia Assurance Company Limited

(Incorporated in Kenya)  
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TO

P.O BOX \_\_\_\_\_

## ALL RISKS INSURANCE POLICY

Policy Number: \_\_\_\_\_

Period of Insurance: From: \_\_\_\_\_ To: \_\_\_\_\_

(Both dates inclusive) And any subsequent period for which the Insured shall pay and the Company shall accept a renewal premium.

### IMPORTANT NOTES

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please contact us or write to us and return the document to the Company within 30 days with your suggestions for consideration.
2. Any material change affecting the property Insured by this Policy must be advised to the Company immediately.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company. Prompt reporting of a loss is important for preserving evidence that may be critical in determining admissibility of the claim and amount payable. You shall comply with all the conditions of this Policy. In the event of a claim, you shall provide all facts, information and supporting documentary evidence to enable the Company to process your claim.
4. Should you be dissatisfied with the settlement of a claim, you may refer the matter to the Insurance Regulatory Authority who will assist in resolving your complaint with the Company.
5. This Policy is not transferable.

ALL RISKS INSURANCE POLICY

THE INSURANCE AGREEMENT

WHEREAS the Insured by a proposal and declaration written application or statement which shall be the basis of this contract has applied to

\_\_\_\_\_ Insurance Company (herein after called the Company) and paid premium as consideration for the insurance herein contained;

NOW THIS POLICY WITNESSES that the Company will, subject to the terms of this policy, indemnify the Insured if at any time during the stated Period of Insurance or during any other period for which the Company may accept payment for the renewal of this Policy, any property described in the schedule shall be lost, damaged or destroyed by any accident or any other peril other than specifically excluded;

The Company may at its own option pay for, reinstate, repair or replace such property lost or damaged subject to the limits stated in the Policy Schedule.

## DEFINITIONS

### All Risks

For purposes of this policy the term ALL RISKS shall bear the same meaning as “ALL RISKS” wherever it appears.

### Terms

Terms include conditions, warranties and exceptions of this Policy.

### Material Facts

Every information which can influence the Company’s decision in accepting the risk and determining the terms.

### Excess

The amount the Insured shall bear as the first part of each and every claim made.

## EXCEPTIONS

This Policy does not cover;

A. Loss or damage caused by, arising out of or as a result of:

1. Wear, tear and depreciation.
2. Gradual deterioration from whatever cause.
3. Inherent vice or defect.
4. Destruction by fungi, moth, vermin or insects.
5. Any process of cleaning, repair, renovation or restoration.
6. Mechanical or electrical breakdown or derangement unless caused by accidental means external to the property insured.
7. Breakage of articles of a brittle nature (other than jewellery or lenses) unless such breakage be caused by fire or theft and/or by accidental means external to the property insured.
8. Theft by any member of the Insured’s household or his employee being involved directly or indirectly as principal or accomplice or with the connivance of the Insured.
9. Consequential loss of any kind.

B. Loss of or damage in respect of;

1. Musical instruments: - breakage of strings, bruising, denting or scratching of woodwork or cracking or splitting of drums.
2. Projectors or glass slides: - damage due to breakage of flash bulbs or tubes.
3. Any loss of property either by disappearance or shortage if such disappearance or shortage is not traceable to any event or is only revealed when an inventory is made.

4. Property whilst being conveyed under a contract of carriage.
5. Property dispatched by any ship or aircraft whilst unaccompanied.
6. Cash, Currency, Bank Notes or Negotiable Instruments.
7. Legal liability of 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.
8. 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 cost contributing concurrently or in any other sequence to loss, damage or expense.
9. Loss or damage occasioned by or through or in consequence directly or indirectly, of any of the following occurrences namely;
  - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) and civil war.
  - b) Abandonment and/or permanent or temporary dispossession resulting from confiscation, seizure, restraint, commandeering, nationalisation, appropriation destruction or requisition by order of any government de jure or de facto or by any lawfully constituted authority.
  - c) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, 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 siege.
10. The excess amount applicable for each and every loss as stated in the schedule.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the Insured.

## CONDITIONS

### 1. Interpretation

This Policy, the Schedule and endorsements 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 of the Schedule shall bear such meaning wherever it may appear.

### 2. Material Non-Disclosure

If there shall be misstatement, misrepresentation or omission of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any benefits payable under the same shall be forfeited.

### 3. Reasonable Due Care

The Insured shall take reasonable precautions for the safety of the property Insured.

### 4. Claims Procedures

On the happening of any event which may give rise to a claim under this Policy the Insured or his representative shall:

- a) Notify the Company of the loss as soon as reasonably practicable.
- b) Submit to the Company in the format required a statement of the event with relevant information and other particulars of the loss including date and circumstances of the event so far as the same is known.
- c) If an article or any part thereof is lost or maliciously damaged the Insured shall immediately report to the Police.
- d) Take all practicable steps to assist in the recovery of the lost property.
- e) Protect any remaining property from further loss or damage.

### 5. Claims Co-operation Clause

In the event of a claim arising under this policy, the Insured shall co-operate with the Company or its representative and shall provide evidence to support the claim made including proof of loss and ownership.

## 6. Subrogation

The Company may at its own expense use legal means in the name of the Insured for recovery of any property lost or its value and the Insured shall give all necessary assistance for that purpose. Upon settlement or making good any loss or damage under the Policy the Company shall be entitled to any recovered property.

## 7. Contribution

If at the time any claim arises under this Policy, there be any other insurance covering the same risk, the Company shall not be liable for more than its proportionate share of such a claim.

## 8. Underinsurance

If the property insured at the time of loss be of greater value than the Sum Insured as stated in the Schedule of the Policy, then the Insured shall bear a proportionate share of the loss.

## 9. Fraudulent Claims

If the Insured or his representative makes a claim knowing the same to be fraudulent, the claim shall not be payable. The Company may in addition, refer the matter to the relevant law enforcement authorities.

## 10. Communication

Every written communication to the Insured shall be sent to the Insured's last known address or delivered personally.

Notices and information to the Company must be in writing and sent to the registered office of the Company or its branch office.

## 11. Alteration

The Insured shall notify the Company in writing if the circumstances in which the insurance was entered into be materially altered and the risk of loss increased.

Unless such alteration is declared to the Company and its written consent to continue the insurance be obtained, the Company shall not be liable for any losses arising due to any such alteration.

## 12. Transfer of rights

Nothing contained in this Policy shall, unless expressly stated, give any rights against the Company to any person other than the Insured, his executors or administrators, and the Company will not be bound by any passing of the interest otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued.

## 13. Cancellation

This Policy may be cancelled at any time at the request of the Insured in which case the Company will retain a premium calculated on pro rata basis for the time this Policy has been in force and provided no claim has arisen during the current Period of Insurance.

This Policy may also be cancelled at the option of the Company on fourteen (14) days notice being given in writing to the Insured, in which case the Company shall be liable to return a proportionate part of the premium for the unexpired term of the Policy from the date of such cancellation.

## 14. Due observance

Compliance, observance and fulfilment of the terms of this Policy by the Insured shall be a condition precedent to any liability attaching under this Policy.

## 15. Dispute Resolution

a) For any disputes arising out of this Policy the Insured shall endeavour to resolve the matter by negotiation with the Company.

b) Any disputes or issues not resolved by negotiation 30 days after the dispute arising may be resolved through a sole mediator jointly appointed by the parties in writing.

c) Disputes that remain unresolved 60 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed either by the parties in writing or, in the absence of an agreement on the choice of arbitrator, by the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) upon the request of any of the parties.

## 16. Jurisdiction Clause

The indemnity provided by this Policy shall apply only 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.



## STANDARD ENDORSEMENTS/EXTENSIVE CLAUSES

### Loss from Vehicles Clause

It is hereby declared and agreed that the Company will not be liable for theft of property from a motor vehicle unless the property stolen is at the time of loss;

- (i) in a locked boot or
- (ii) where the vehicle does not have a lockable boot ,the property is kept out of sight and the vehicle locked and;

Provided such loss or damage results from forcible and violent entry into the vehicle.

### Pairs and Sets Clause

Where any item forming part of a pair or set is lost or damaged and a matching replacement is unavailable, the Company will pay for the value of the whole set subject to the Insured surrendering the remaining or undamaged item to the Company.

### Excess Clause

It is hereby declared and agreed that the Insured shall be responsible for the first 10% of claim amount in respect of each and every claim , subject to a minimum of KES 10,000/-

ALL RISKS POLICY SCHEDULE

Agency Name \_\_\_\_\_ Account Number \_\_\_\_\_  
 Policy Number \_\_\_\_\_  
 The Company \_\_\_\_\_  
 Insured's Name: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Town \_\_\_\_\_  
 Business: \_\_\_\_\_  
 Period of Insurance (a) From: \_\_\_\_\_ To: \_\_\_\_\_ (both dates inclusive)  
 And any subsequent period for which the Insured shall pay and the Company shall accept renewal premium.  
 Premium Levy: KES \_\_\_\_\_ T/Levy KES \_\_\_\_\_ PCHF: KES \_\_\_\_\_  
 S/Duty: \_\_\_\_\_ Total Premium: KES \_\_\_\_\_  
 Renewal date \_\_\_\_\_  
 Situation of Premises: \_\_\_\_\_

Category of item	Description of Property Insured	Sum Insured	Territorial limit
Total Sum Insured			

Clauses and Endorsements Applicable \_\_\_\_\_

Excess applicable \_\_\_\_\_

Date of Proposal and Declaration \_\_\_\_\_

Signed for and on behalf of the Company:

Signature \_\_\_\_\_ Date \_\_\_\_\_

ALL RISKS INSURANCE PROPOSAL FORM

This proposal shall be completed and signed by the proposer.

All questions must be answered in full. Please use block letters or tick as appropriate.

Agency \_\_\_\_\_ Account Number \_\_\_\_\_

A. PARTICULARS OF PROPOSER

Individual Applicants:

1. Name of Proposer: Surname \_\_\_\_\_ Other names \_\_\_\_\_

Identity Number: \_\_\_\_\_

Corporate Applicants:

Name \_\_\_\_\_

2. Business/ Occupation \_\_\_\_\_

3. Contacts and Postal Address:

P. O Box \_\_\_\_\_ Postal Code \_\_\_\_\_ Town \_\_\_\_\_

Telephone Number/s \_\_\_\_\_ Mobile No. \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

PIN Certificate Number (please attach a copy) \_\_\_\_\_

B. PARTICULARS OF INSURANCE

Period of Insurance : From: .....To.....(both dates inclusive)

And any subsequent period for which the Insured shall pay and the Company shall accept to renew.

OFFICE CONTENTS

Category A

Fixed office items and other equipment

Category B - Portable equipment (These include Laptops, Video Cameras, Projectors, photographic equipment, electronic equipment and any other items which are used outside the premises)

**Category C – Any others**

List the items for which insurance is here proposed and their respective values and complete the table below.

Please provide the maker's serial and model numbers in the table below where available.

Category	Full description of Item	Model	Maker's Serial Number /Model	Value (Kshs)	Territorial Limits
<b>Total</b>					

C. INSURANCE AND LOSS HISTORY

1. Are you now or have you been insured for this type of Insurance?

Yes/No

If yes, give name of Insurer and Policy Number \_\_\_\_\_

2. Have you ever suffered a loss for insurance now proposed? \_\_\_\_\_

Yes/No

If yes state; Date

of Loss \_\_\_\_\_

Amount of Loss \_\_\_\_\_

3. What precautions have you taken to prevent a similar or any other loss occurring? \_\_\_\_\_

4. Has any Insurance Company ever;

a) Cancelled your Policy? \_\_\_\_\_ YES/NO

b) Declined to insure you? \_\_\_\_\_ YES/NO

c) Declined to renew your Policy? \_\_\_\_\_ YES/NO

d) Imposed any special terms? \_\_\_\_\_ YES/NO

e) Declined any claim? \_\_\_\_\_ YES/NO

If the answer to any of the above is „YES“, please give brief details below.

\_\_\_\_\_

DECLARATION

I/We \_\_\_\_\_ do hereby declare that the above answers are true to the best of my/our knowledge and belief and that I/We have not withheld any information whatever regarding the proposal. I/We agree that the declaration and the answers given above shall be the basis of the contract between me/ us and \_\_\_\_\_ Insurance Company.

Signature of Proposer \_\_\_\_\_ Date \_\_\_\_\_

The liability of the Company does not attach until the proposal has been accepted and the premium paid.