



Kenindia Assurance Company Limited

(Incorporated in Kenya)
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TO _____

P.O BOX _____

BURGLARY 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

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please return the document to the Company with your advices for necessary rectification.
2. Any material change affecting the property Insured by this Policy must be immediately advised to the Company.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company.
4. Should you be dissatisfied by the settlement of any claim under this Policy, you may refer the matter to the Insurance Regulatory Authority who will assist to resolve the matter.
5. This Policy is not transferable unless as provided for under the Policy.

BURGLARY INSURANCE POLICY

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 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, then the Company will subject to the terms of this Policy indemnify the Insured in respect of:-

- (a) Loss of or damage to the property Insured caused by theft following actual forcible and violent entry into or exit from the premises.
- (b) Any damage to the premises described in the schedule for which the Insured is responsible following upon or occasioned by an actual forcible and violent entry into or exit from the premises or any attempt thereat.

The Company may at its own option pay, reinstate, repair or replace such loss or damage subject to the limits stated in the Policy schedule.

DEFINITIONS

The following words wherever they appear in this Policy shall be deemed to have the same meaning.

The Premises

The building at the physical address stated in the schedule owned and or occupied by the Insured but excluding any yard, garden, verandah or outbuilding unless the contents thereof are specifically insured under this Policy.

Terms

Terms include provisions, conditions, warranties and exceptions of this Policy.

Material Facts

Every information which can influence the Insurer's decision in accepting the risk and determining the terms.

Excess

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

EXCEPTIONS

Unless specifically insured this Policy shall not cover:

- a) Loss or damage where any member of the Insured's household or his employee is involved directly or indirectly as principal or accomplice or with the connivance of the Insured.
- b) Loss or damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, dividend warrants, postal orders, cheques, postage or bills or other stamps share and stock certificates or other documents of title to property, contracts or other documents or bullion coins, medals, stamps, collections, cup trophies, curios sculptures, manuscripts or rare books or works of art unless the same be specifically Insured.
- c) Loss or damage which can be insured against by fire or plate glass insurance Policy.
- d) Any loss or damage directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of in connection with fire explosions, flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.
- e) Invasion the act of foreign enemies, civil war ,hostilities or warlike operations (whether war be declared or not) mutiny, rebellion, revolution, insurrection, military or usurped, power or by any direct or indirect consequences on any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the loss or damage 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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- f) Strike, Riot and Civil Commotion
- g) Any 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 fuel or from any nuclear waste from the combustion of nuclear fuel.
- h) Consequential loss of any kind.
- i) 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 cost contributing concurrently or in any other sequence to loss, damage or expense.

NOTE: EACH UNDERWRITER TO USE THE WORDINGS

PROVIDED BY THEIR REINSURERS SUBJECT TO THE APPROVAL OF THE INSURANCE REGULATORY AUTHORITY.

- j) Any loss or damage occasioned by or through or in consequence of any Political disturbance Risks:-

NOTE: EACH UNDERWRITER TO USE THE WORDINGS PROVIDED BY THEIR REINSURERS SUBJECT TO THE APPROVAL OF THE INSURANCE REGULATORY AUTHORITY).

- k) The first KES10, 000/- or 10 % of each and every loss whichever is the greater.

CONDITIONS

1. Interpretation

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

2. Material Disclosure

If there shall be any 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 moneys payable under the same shall be forfeited.

3. Reasonable Care

The Insured shall take all ordinary and 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 as soon as reasonably possible with particulars as far as the same shall then be known and deliver to the Company a statement of the loss or damage sustained in the form required by the Company stating the value of each article or items stolen and details of the damage done.
- b) Give immediate notice to the Police.
- c) Take all practicable steps to assist recovery of the lost property.
- d) Protect the remaining property from further damage.

5.Claims Co-operation Clause

In the event of a claim the Insured shall permit authorized representatives or agents of the Company to examine the premises and shall furnish evidence to the Company to substantiate the claim made including invoices and other proof of value and ownership respectively having regard to the value of each item at the time of loss or damage and not including profit of any kind.

The Insured shall not abandon or expose the property to any further damage or loss.

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 reasonable **assistance** for that purpose. Upon settlement or making good any loss or damage under the Policy the Company shall be entitled to any property recovered.

7.Contribution

If at the time any claim arises under this Policy, there be any other insurance covering the same risk against loss or damage 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 accordingly.

9.Fraudulent Claims

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

10.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.

11.Communication

Every written communication on this Policy 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.

12. Alteration

The Insured shall notify to the Company in writing any material changes affecting the Insured property.

All the benefits under this Policy shall be forfeited if the risk of loss or damage is increased unless such alteration is admitted to the Company and its written consent to continue the insurance be obtained.

13. Transfer of rights

Nothing contained in this Policy shall unless expressly stated give 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.

14. Due observance

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

15. 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.

16. Dispute Resolution

- a. For any disputes arising out of this Policy the parties involved shall endeavor to resolve the matter first by negotiation.
- b. The dispute or any issues not resolved by negotiation 30 days after the dispute arising (unless the parties extend that period in writing) 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 by the parties in writing or, in the absence of an agreement on the choice of arbitrator, the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) will appoint one upon the request of any of the parties.

WARRANTIES

1. Safe and Books Clause

Warranted that the Insured keeps and during the whole of the currency of the Policy shall keep a complete set of books, accounts and stock sheets or stock books showing a true and accurate record of business transactions and stock in hand and such records shall be stored in a fire and theft resistant safe or kept in an alternative safe place when the premises are not open for business.

2. Security Protection Warranty

SELECT ANY OF THE FOLLOWING AS APPROPRIATE

(a) Own Watchman Warranty

It is a condition of this Policy that there shall at all times be a watchman to guard the premises when closed for business and /or outside business hours.

(b) Security Firm/Guard Warranty

It is a condition of this Policy that the Insured shall engage guards from a recognized professional security service firm under an exclusive agreement to guard the premises at all times when the premises are closed for business and/or outside business hours.

(c) Burglar Alarm Warrant

It is a condition of this Policy that the premises are protected by fully automatic burglar alarm installation with backup services provided by a recognized professional security service firm. Such alarms must be regularly inspected, maintained and kept in thorough working order and ensure that the alarm is always engaged before the premises are closed. Proof that the alarm was in good working condition and switched on at the time of loss will be a condition precedent to the attachment of liability.

(d) Any other (APPROPRIATE ENDORSEMENT TO BE ATTACHED)

STANDARD ENDORSEMENTS/EXTENSIVE CLAUSES

Employees'

Effects

It is hereby declared and agreed that this Policy extends to cover for loss or damage to clothing and/or personal effects of employees the amount of indemnity under this extension being limited to KES 20,000/= in respect of any one employee.

Breach of Conditions and Warranties Clause

The conditions, warranties and special memoranda attached to this Policy shall apply to the items concerned individually as if each were insured by a separate Policy. The breach of any conditions warranties and special memorandum shall void the Policy only in respect of the item or items to which the breach applies and not in respect of the remaining items.

Automatic Reinstatement of Loss

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current Period of Insurance it is agreed that in the event of loss the insurance shall be maintained in force for the full Sum Insured provided the Insured advises the Company of the reinstatement as soon as is practically.

BURGLARY POLICY SCHEDULE

Agency	Policy No.	
The Company		
Insured's Name: _____		
Postal Address: _____ 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 KES: _____ T/Levy KES _____ PCHF KES _____		
S/Duty: _____		
Total Premium: KES _____		
Situation of Premises		
Renewal Date:		
Renewal Premium:		
Item No.	Description of Property	Sum Insured
	Total Sum Insured	
	Territorial Limits	

Clauses and Endorsements Applicable _____

Excess applicable _____

Date of Proposal and Declaration _____

In witness whereof this Policy has been signed for and on behalf of the Company

Signature _____ Date _____

BURGLARY INSURANCE PROPOSAL FORM

Agency _____ Account Number _____ Client No _____

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

A. PARTICULARS OF PROPOSER

Individual Applicants:

Name of Proposer: Surname _____

Middle Name: _____

Other _____

Corporate Applicants:

Name/s _____

Contact Persons _____

B. PROFESSION /OCCUPATION _____

Postal Address: P. O Box _____ Code _____

Town _____

Contact: Telephone Number/s _____

Fax Number _____

Email Address _____

PIN Number. _____

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

C. FINANCIERS INTEREST IF ANY _____

D. PHYSICAL ADDRESS AND OCCUPANCY

1. Location of premises: Building _____

Street/Road _____ Plot No. _____

Town _____

2. What is the nature of construction of the following

External walls _____ Internal walls _____

Roof _____ Ceiling _____

3. Are you the sole occupant of the Premises? Yes/No

If not, what other occupants are there?

4. How long have you occupied the Premises?

5. Will the premises be left unoccupied at any time? Yes/No

If yes, please explain

E. SECURITY ARRANGEMENTS

1. Who is responsible for the security arrangements?

2. What security arrangements are in place? (Tick appropriate option/s)

a) Own Watchman

b) Security Guards Firm

c) Burglar Alarm

d) Any other (Please specify)

3. If you engage a Security Guard Company state the name of the firm.

4. How have you secured:

a) Windows? _____

b) Show windows? _____

c) Front Door/s? _____

d) Rear Entrance? _____

e) Sky Lights ? _____

f) Trap doors? _____

g) Others ? Please specify _____

F. INSURANCE/CLAIMS HISTORY

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

Yes/No

If yes, please give name of Insurer and Policy Number

2. Have you ever suffered a loss by theft ?

Yes/No

If yes state;

a) Date of Loss? _____

b) Extent of Loss? _____

c) What precautions have been taken to prevent another loss?

3. Have you taken out Fire Insurance cover for the proposed premises? Yes/No

(It is mandatory that Burglary and Fire policies run concurrently)

4. Do you require the following extensions to your Policy?

1. Hold up cover YES/NO

2. Riot and strike YES/NO

5. 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) Repudiated any claim? YES/NO

If the answer for any of the above reasons is 'YES', please give details.

G. BUSINESS RECORDS

- a) Do you keep proper Books of Accounts records? Yes/No
- b) Are the Stock books and Sales books updated regularly Yes/No
- c) Can the amount of loss be ascertained from them ? Yes/No
- d) When was the last physical Stock taking done?

If you don't maintain stock records, describe how you would verify the amounts of goods stolen in case of a burglary. _____

H. SCHEDULE – PARTICULARS OF PROPERTY TO BE INSURED

NB- If property is contained in two or more buildings the sum to be Insured in each building must be specified.

Description	Sum Insured

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 _____

(Note: This proposal shall be completed and signed by the proposer.)