

*Commercial Public Service
Vehicle (PSV) Insurance
Policy*

Welcome to your Commercial Vehicle (PSV) Insurance Policy

Dear

Thank you for choosing us as your insurer.

This is your policy document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Remember that we will reward you for being claims free as per the No-Claims Discount Clause.

Yours faithfully,

Signed

Chief Executive Officer

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 with whom you normally reside at home.
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 date 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.
PSV	Public Service Vehicle
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	 Insurance Company
You, Your	The insured named in the policy schedule.
Your business	Your occupation as described in the schedule.

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
- (f) the excess stated in the schedule

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, control or belonging to you or any member of your household or being conveyed by the Vehicle.
- c) for damage to any bridge, weighbridge or viaduct or to any road or anything beneath caused by vibration or by the weight of the Vehicle or of the load carried by the Vehicle
- d) for damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Vehicle
- e) 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 Authorized 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.

SECTION V – TOWING DISABLED VEHICLES

This policy will be operative whilst the Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and we will indemnify you in terms of Section II in respect of liability in connection with such towed vehicle provided that:

- (a) such towed vehicle is not towed for reward
- (b) we will not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

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 limits to pay an amount for which we would not otherwise be liable under this policy 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 any 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 whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or
- (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.
- (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.
- (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.

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 or is in the charge of an Authorized Driver who:-

- (a) is under twenty four (24) years of age; and/or,
- (b) has not held for a period of four (4) years 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:-

- (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. 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.

4. No-Claim Discount

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:

2nd and subsequent years – 10%

If you report a single claim in one policy year you will automatically lose the discount.

The No-Claim Discount will not be transferable to another party.

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.

This clause applies only to comprehensive insurance covers.

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.