



APA INSURANCE LIMITED
BIMA BAMBA POLICY PREMIUM PAYMENT CONDITIONS (REVISED - 07.10.2022)

With the launch of Bima Bamba Policy, the following are the policy conditions in relation to premium payment in relation to Motor Policies.

1. Premiums will be paid in 12 instalments as follows:
 - (a) The 1st instalment will include the full third party premium plus the 1st instalment of the comprehensive premium.
 - (b) The balance due will be paid in 11 equal monthly instalments.
 - (c) Any change in the sum insured following valuation of the vehicle will be effected accordingly and the instalments adjusted within the 11 months.
 - (d) Following a partial loss during the policy period, any reinstatement premium for sold benefits will be effected in the subsequent instalments e.g. excess protector and windscreen.
2. If the insured defaults in paying any instalment on time, the cover will be downgraded to Third Party Only (TPO)
3. If the missing instalment is made good at a later date by the insured, the policy will revert back to comprehensive subject to no known losses during the break period. (*Declaration to be signed by the insured*)
Any claims arising due to damage to the insured vehicle during the break are not covered
4. In the event of a claim, the full premium will become due before settlement of the said claim.



BIMA BAMBANA POLICY



MONTHLY MOTOR INSURANCE POLICY

Definitions

Accident	A sudden, unplanned and unforeseen mishap not under your control.
Certificate of insurance	The document which is evidence that you have taken out the insurance and displayed as required by law.
Claim	Demand by you for compensation or benefit under the Policy.
Excess	The first amount of each claim to be borne by you.
Legal liability	Financial responsibilities attaching to you because of your failure to observe an obligation imposed by law,
Market Value	The cost of replacing your vehicle with one of similar type and condition.
Members of your Household	Persons you normally live with in your usual residence.
Period of Insurance	The period shown in the schedule and any subsequent period for which you will pay and accept a renewal premium.
Policy Year	The period between inception or renewal and the expiwi date of an annual Policy.
Policy	Written evidence of the contract between you and us.
Schedule	Summary of details specific to this contract.
Territorial limits	Geographical limits within which the insured event or loss must occur.
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.
Monthly Instalment	That portion of the premium that you are required to pay on the date(s) specified herein, every month for the accidental damage / theft cover
Third party	Any person other than you who has been injured or whose property has been damaged.

For the Sections of the Policy applicable to this Insurance refer to "Insurance Provided" in the Policy Schedule as amended by any Endorsement.

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the company for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

Now this policy witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon. (hereinafter collectively referred to as the Terms of this Policy).

SECTION 1- INSURANCE ON THE MOTOR VEHICLE

1. Loss or Damage

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

- a) by accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
- b) By fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.
- c) By malicious act
- d) Whilst in transit (including the processes of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator,

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereon or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts, it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the schedule.

2. Hire Purchase Agreement or Mortgage

If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

3. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the limits of Liability bear the reasonable cost of protection and removal (but not more than stated on the schedule) to the nearest repairer and of delivery within the country where the loss or damage was sustained.

4. Authority to Repair

The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this policy provided that -:

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

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for;

- a) consequential loss
- b) depreciation wear and tear mechanical or electrical breakdowns failure or breakages
- c) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.
- d) loss as a result of deception or fraud
- e) deliberate loss or damage caused by anyone insured under this policy
- f) loss or damage as a result of theft not accompanied by violence or threat of violence (this exclusion does not apply when vehicle is parked, properly locked and unattended)

SECTION II- LIABILITY TO THIRD PARTIES

1. Indemnity to the Insured

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

- a) death of or bodily injury to any person
- b) damage to property

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

2. Indemnity to other Persons

The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Vehicle against all sums including claimant's costs and expenses which such Authorised Driver or person shall become legally liable to pay in respect of

- a) death of or bodily injury to any person
- b) damage to property

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

3. Indemnity to Legal Representatives

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

4. 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 shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

5. Representation and Defence

The Company may at its own option

- a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section.
- b) Undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

6. Expenses

The Company will pay all costs and expenses incurred with its written consent.

JURISDICTION CLAUSE

The indemnity under Section II 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 country this policy was issued.

EXCEPTIONS TO SECTION 11

The Company shall not be liable:-

- a.) Under Sub-Section 2 or 3 to indemnify any person
 - i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

- ii) If such person is entitled to indemnity under any other policy
- b.) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this section.
- c.) In respect of death of bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- d.) In respect of damage to property belonging to or held in trust by or in the custody or control of
 - i) the Insured or
 - ii) any person claiming to be indemnified under sub-section 2 or iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 2.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

SECTION III - MEDICAL EXPENSES

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

SECTION IV - MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER

Notwithstanding General Exception I (b) the indemnity provided by this Policy shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor trade for the purpose of overhaul upkeep or repair.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident loss, damage or liability caused, sustained or incurred
 - a.) outside the Geographical Area
 - b.) whilst on the Insured's order or with his permission or to his knowledge any Motor Vehicle in respect of which indemnity is provided by this policy is
 - i) being used otherwise than in accordance with the limitation as to Use
 - ii) being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge or such person.
2. any accident loss or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with
 - a.) war, invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power.
 - b.) Strike, riot, civil commotion
 - c.) Detention, seizure confiscation or any attempt thereat or by any direct or indirect consequences of any of the said occurrences in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was 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.

3. any liability which attaches by virtue of an agreement by which would not have attached in the absence of such agreement
4.
 - a.) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b.) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
5. any accident loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

GENERAL CONDITIONS

1. Interpretation

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

2. Insured's Duty

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

3. Written Notice

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

4. Care of Motor Vehicles

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

5. Notification of Accidents

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

6. Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such per for its own benefit

any claim of indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance at the Company may require,

7. Payment of Limits of Liability

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

8. Other Insurances

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

9. Average Condition

(Only applicable in case of Comprehensive or Third party fire & theft covers)

"When at the time of a claim the Insured Vehicle has a Market Value higher than the Sum Insured, it is understood and agreed that the Insurers shall bear only that proportion of the loss which the Sum Insured bears to the Market Value."

10. Cancellation

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

11. Arbitration

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

BASIS OF COVER

It is agreed and understood that the third party risks cover under section II of this policy will run for the period indicated on the schedule of the policy. Cover under Section I shall only be operative on payment of the scheduled instalment premium as directed in the schedule of premium payment.

Should the scheduled instalment of the premium be outstanding three (3) days after the payment date, cover under the policy will automatically revert to third party risks only until such a time as the premium will be duly received by the Company and comprehensive cover reinstated in writing by the Company.

Any damage to the insured vehicle during such break period will NOT be covered under the policy

FULL PREMIUM PAYMENT CLAUSE

In the event of a claim under Section I of the policy, the insured will be required to pay any balance of the full annual premium before settlement of the claim.

IMPORTANT NOTICE

In the event of an accident in NO circumstances admit liability in any way whatsoever 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 the company, Please notify any change of address and in the event of the sale of the vehicle or cancellation of the policy, insurance certificates in respect of the vehicle(s) affected must be returned to the company immediately

EMPLOYED DRIVERS.

Your attention is drawn to Section III of the Traffic Act, Cap 403, which requires "any person who employs any other person to drive a motor vehicle must keep a written record of the name, address and driving license number of any such person".

TYRES AND SPARE PARTS

It is a condition of this policy that if the motor vehicle(s) described in the schedule should sustain loss and damage for which this policy provided indemnity necessitating the replacement of tyres the liability of the company shall not exceed the proportion of the replacement cost which the life of the damaged tyre bears to the life of a new tyre of the same manufacturer and type and further that the liability of the company is limited to the cost of any necessary repainting of parts damaged in any occurrence and the insured shall bear the cost of repainting if such be undertaken of those parts not damaged.

Further it is a condition of this policy that if the motor vehicle(s) described in the schedule should sustain loss or damage for which this policy provides indemnity and any parts necessary to be replaced in order to repair the said vehicle or to put it in the same condition as before the occurrence is or are not obtained from the manufacturer's representatives in Kenya from the stock then the insured shall bear the cost of such replacement over and above the maker's catalogue price at the time such part or parts are required to be replaced.

POLITICAL VIOLENCE AND TERRORISM COVER

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this policy, cover is deemed to include loss or damage caused by political violence terrorism and sabotage subject to the terms, conditions and exceptions as contained under the standard APA Political Violence Terrorism & Sabotage policy.

EXCESS PROTECTOR

It is hereby declared and agreed that notwithstanding anything to the contrary contained in this policy, the company will cover you against a financial loss incurred as a result of having to meet the full amount of

stated excess in respect of the claim made on the motor vehicle insured herein subject to the limit of liability set out in the schedule.

It is further noted that in the event of a payment of a claim under this extension, the insurer will have earned the full extension premium. An additional premium will be payable to reinstate the cover.

NO BLAME NO EXCESS CLAUSE

In respect of accidental damage to the insured vehicle(s), the company agrees to waive the payment of excess if the insured proves by way of a police abstract that he/she was not to blame for the accident.

HOSPITALIZATION AFTER ACCIDENT

In the event of hospitalization of the insured following an accident to a vehicle insured under this policy, the Company agrees to reimburse the costs of such hospitalization incurred within the first 48 hours subject to a limit of Kenya shillings one hundred thousand (Kshs 100,000).

Further, in the event of extended hospitalization, the policy will pay a daily cash support of Kenya shillings one thousand (Kshs 1,000) from the fourth (4th) day to the tenth (10th) day.