

Public liability insurance protects the insured in respect of legal liability for:

- bodily injury to third parties; and
- any loss of or damage to third party property.

Third parties are not employees, but will include members of the public who:

- visit the insured's premises;
- occupy or visit premises at which the insured is carrying out work;
- occupy or visit surrounding premises.

THE COVER: The Insurer will indemnify the Insured against all sums that the Insured becomes legally liable to pay as damages in respect of accidental,

(a) Injury to any person

(b) loss of or damage to Property

(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

...arising out of and in connection with the Business.

EXCLUSIONS

Unless otherwise specially stated hereon the indemnity expressed in this policy shall not apply to or include liability, damage or loss:-

- 1) Assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement
- 2) In respect of injury to any person who is a member of the Insured's family or who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependant under any Workmen's Compensation or WIBA Legislation.
- 3) In respect of property:
 - (a) Belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
 - (b) Being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
- 4) In respect of injury or in connection with or arising from:-
 - (a) The ownership or possession or use by or on behalf of the Insured of any Animal, cycle, vehicle, locomotive vessel of any kind aircraft lift elevator escalator crane hoist or other lifting machinery not specified in the Schedule under the heading of the Plant.
 - (b) Fire, earthquake, explosion, flood fumes, water pollution or bursting of boilers.
 - (c) Deflective sanitary installation or poisoning of any kind or foreign deleterious matter in food or drink.
- 5) In respect of loss arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.
- 6) For any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- 7) Arising out of the action of any commodity used or applied or administered by the Insured or by any employee or agent of the Insured or supplied by the Insured for use consumption or application.
- 8) Injury or damage arising in the course of or as the result of remedial or other advice or treatment given or administered by the Insured or by any person acting on behalf of the insured
- 9) Any property of any description due to the manufacturer, construction, alteration, repair or treatment of such property by the Insured or by any person acting on behalf of the Insured.
- 10) Legal liability of whatsoever nature caused 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.

Full name of Proposer(s): _____ PIN No: _____

Postal Address: _____ Postal Code: _____ Town: _____

Physical Address: Bldg: _____ Floor: _____ Street: _____

Telephone No. - Office: _____ Mobile Phone: _____ Fax No.: _____

Email Address: _____ Website: _____

Description of Business _____ How long in operations? _____

Period of Insurance: From _____ To _____

1. (a)(i) Trade or business (full description) (ii) If a place of refreshment or entertainment or a club state seating capacity or membership	(a) (i) (ii)
(b) Date business established	
2. Premises to be insured (a) Description and address	(a)
(b) Do you own the premises?	(b)
(c) Are you the sole occupier	(c)
(d) Are the premises plant and machinery in a sound state of repair and will they be maintained?	(d)
3. (a) Details of (i) Lifts, cranes, hoists or other lifting apparatus (ii) any other machinery or electrical appliances (iii) boilers or other pressure vessels	(a) Description (i) (ii) (iii)
(b) Is any of the above plant the subject of an inspection Contract? If so, which items and with whom?	(b)
4. (a) Details of any mechanically propelled vehicles not licensed for road use and for which no Certificate of Insurance is required used solely on your premises	(a)
(b) Are any of the above vehicles insured separately? If so, give details	(b)
5. Do you (a) use chemicals, gases or explosives or radio-active substances? If so, give full details	(a)
(b) discharge trade effluents into the sewers or elsewhere? If so, is it by agreement with the appropriate authority and are the effluents treated and made safe before discharge?	(b)
6. (a) Is property (other than vehicles) belonging to customers ever left on your premises?	(a)
(b) Have you a car park for the use of which you make a charge? If so, give capacity	(b)

7. Have you a staff canteen? If so, state number of meals provided annually													
8. (a) Total estimated annual wages (including earnings of working partners, directors, principals, etc)	(a) Kshs												
(b) If work (other than casual errands) is performed away from your own premises give details and state what proportion of (a) is involved	(b)												
(c) Details of work sub contract and estimated annual contract prices	(c)												
9. Give the name of any Insurer who, in respect of a similar insurance has													
(a) declined your proposal	(a)												
(b) refused to renew your policy	(b)												
(c) increased your premium on renewal	(c)												
(d) imposed special conditions	(d)												
10. Give particulars of any accidents causing personal injuries to or loss of or any damage to property of third parties which have occurred during the past three years If no accident has occurred please state "NONE"	<table border="1"> <thead> <tr> <th>Personal injuries to Third Parties</th> <th>Number</th> <th>Compensation Paid</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Damage to property of Third Parties</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Personal injuries to Third Parties	Number	Compensation Paid	Costs					Damage to property of Third Parties			
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11. Give full particulars of any claim in respect of accidents to the person or property of third parties at present outstanding against you													
12. What Limit of Indemnity is required for any one accident?	Kshs												

Period of Insurance from _____ to _____

I/We the undersigned do hereby warrant the truth and correctness of all the statements made in this proposal and I/we declare that I/we have not withheld any material information. And I/we agree this proposal and this warranty and declaration shall be the contract between me/us and The Insurance Company and I/we agree to abide by the terms and conditions of the policy issued in answer to this proposal, and to pay the premium required.

Date _____ Signature _____

Liability does not begin until this proposal has been accepted by the Company and the premium paid, except as provided by any official cover note issued by the Company. A specimen policy is available on request.