

NCBA INSURANCE WEBSITE TERMS OF USE

This Website ("Website") is owned and operated by NCBA Insurance, a company duly incorporated in the Republic of Kenya and regulated by the Insurance Regulatory Authority (IRA). As used in these Terms of Use, "NCBA Insurance", "we", "our", or "us" refers to NCBA Insurance and, where applicable, its subsidiaries and affiliates.

By accessing or using this Website, you acknowledge that:

1. You are of legal age in Kenya to form a binding contract; and
2. You have read, understood, and agree to be bound by these Terms of Use and any additional terms referenced herein (collectively, the "Terms of Use").

If you are using the Website on behalf of another individual or entity, you represent that you have authority to bind them, and the terms "you" and "your" shall refer to both you and such individual or entity.

If you do not agree to these Terms of Use, please discontinue use of the Website.

NCBA Insurance reserves the right to modify these Terms of Use at any time without prior notice. Continued use of the Website constitutes acceptance of any updated terms.

Section 1 – Disclaimer

1.1 Your use of the Website is at your own risk. The Website and all information therein are provided "as is" and "as available" without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, or noninfringement.

1.2 NCBA Insurance does not warrant that the Website will operate uninterrupted, errorfree, secure, or free from harmful components such as viruses, malware, or unauthorized thirdparty interference.

1.3 Information on this Website is for general informational purposes only and is not intended to be a complete description of insurance products, terms, or conditions. The Website does not amend, modify, or supplement any insurance policy issued by NCBA Insurance. For detailed terms of cover, reach out to us directly and/or refer to your policy documents.

1.4 NCBA Insurance shall not be responsible for any reliance placed on Website content for decisionmaking purposes. Users are encouraged to seek professional advice before acting on information provided.

Section 2 – Restrictions on Use

2.1 Except where expressly permitted in writing, no materials from this Website may be copied, reproduced, modified, republished, transmitted, or distributed in any form. You may download material solely for personal, noncommercial use, provided that you retain all proprietary notices.

2.2 You agree not to:

- a) Use the Website in any manner that infringes NCBA Insurance's intellectual property rights or those of third parties.
- b) Attempt to gain unauthorized access to the Website, interfere with its operation, introduce harmful code, or conduct security breaches.
- c) Interfere with other users' access to or use of the Website.
- d) Use automated tools (e.g., bots, scraping software) to extract data or otherwise harvest information.
- e) Use the Website for unlawful, fraudulent, or malicious activities.
- f) Misrepresent your identity or affiliation when interacting with NCBA Insurance through the Website.

Section 3 – Third Party Content

3.1 The Website may contain links to thirdparty sites. NCBA Insurance does not own, operate, or control such sites and is not responsible for their content. Inclusion of a link does not constitute endorsement.

3.2 NCBA Insurance does not monitor thirdparty websites and shall not be liable for any information, materials, or transactions occurring on such platforms.

3.3 The Website may enable social media sharing. Any opinions expressed on social media through such interactions are solely those of the respective users and do not represent NCBA Insurance.

3.4 Users are advised to review the terms and privacy policies of any thirdparty sites before engaging with them.

Section 4 – Limitation of Liability

4.1 While NCBA Insurance strives to provide accurate information, errors or omissions may occur. To the fullest extent permitted by Kenyan law, NCBA Insurance shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use or inability to use the Website.

4.2 NCBA Insurance shall not be liable for damages resulting from unauthorized access, cyberattacks, or technical failures beyond its reasonable control.

4.3 You are responsible for any losses arising from your improper use of the Website or violation of thirdparty rights.

Section 5 – Indemnification

You agree to indemnify and hold harmless NCBA Insurance and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising from your use of the Website, your breach of these Terms of Use, or your violation of applicable laws.

Section 6 – Jurisdictional Issues

6.1 The Website, together with all information and functionalities contained therein, is not directed to or intended for use by any person residing or located in a jurisdiction where such distribution would be contrary to applicable laws. Except as expressly stated herein, NCBA Insurance makes no representation that the materials on the Website are appropriate or available for use in any particular location. Individuals who choose to access the Website do so on their own initiative and are solely responsible for ensuring compliance with all local laws and regulations.

6.2 Nothing on the Website constitutes legal, tax, investment, or insurance advice. Furthermore, no information on the Website constitutes an offer or solicitation to buy any security, insurance product or other product or service offered by NCBA Insurance where such actions would be unlawful.

6.3 Certain products may only be available to licensed intermediaries and/or in selected jurisdictions.

6.4 NCBA Insurance products and services are subject to approval by the Insurance Regulatory Authority (IRA) and may not be available in all regions.

Section 7 – Ownership of Information

7.1 Any nonpersonal information you transmit to NCBA Insurance through the Website, by email, or otherwise, excluding personal data, will be treated as non-confidential and non-proprietary and shall become the property of NCBA Insurance. Such information may be used for any purpose, including but not limited to reproduction, solicitation, disclosure, transmission, publication, broadcast, or posting on social media.

7.2 Personal information is handled strictly in accordance with the Kenya Data Protection Act, 2019, any relevant Data Protection Laws and regulations and our [Privacy Policy](#).

Section 8 – Trademarks and Copyrights

All trademarks, logos, service marks, images, and content displayed on this Website are the property of NCBA Insurance or used with permission. Unauthorized use is strictly prohibited and may result in civil or criminal liability.

Section 9 – Privacy Policy

Please review our Privacy Policy to understand how we collect, use, store, and protect your personal data in compliance with the relevant Data protection Laws.

Section 10 – Governing Law and Dispute Resolution

11.1 These Terms of Use are governed by the laws of the Republic of Kenya.

11.2 Any disputes arising out of or relating to these Terms or the use of the Website shall be resolved exclusively in the courts of Kenya.

Section 11 – Entire Agreement and Severability

These Terms of Use constitute the entire agreement between you and NCBA Insurance with respect to the subject matter herein, and govern your use of the Website, its materials, and any associated software. They supersede all prior understandings or agreements relating to such subject matter. No delay or failure by NCBA Insurance to exercise any rights or agreements relating to Use or applicable law shall be deemed a waiver of such rights. If any provision of these Terms of Use is determined to be unenforceable, the remaining provisions shall continue in full force and effect. Section headings are provided for convenience only and shall have no legal effect