Crescent Business Centre, 7th Floor, Parklands Road, F P.O.Box 39459 Nairobi 00623, Kenya Tel. 254-709896000

## POLICY RENEWAL ADVICE

Agency: AMARA INSURANCE AGENCY LIMITED Class: Domestic Package

| The Insured         | SHAILEN M.SHAH VICTORIA COMMERCIAL BANK               | Premium<br>K.Shs. |                   |
|---------------------|---|-------------------|-------------------|
| Address             | P.O.Box 45288 -00100, NAIROBI                         | Basic             | 313,767           |
| Pin No:             | A002370252G   | E\quake           | 28,371<br>342,138 |
| Business            |   | ITL               | 684               |
| Policy No.          | OLG/DP/03/7982/01                                     | PCF               | 855               |
| Renewal No.         | OLG/R/03/184285/01                                    |                   | 343,677           |
| Period of Insurance | <b>From</b> 01 - Jan - 2023 <b>To</b> 01 - Jan - 2024 |                   |                   |

| Perils Covered | Sum Insured | Situation  |
|----------------|-------------|--|
| As Per Policy  | See Below   | UNIT 1 GREENWOOD, KITUSURU PLOT NO.L.R 7741/748. |

| Section   |                                |   | Sum Imsured Shs.  |  |
|-----------|--------------------------------|---|-------------------|--|
| Section A | Building                       | ON BUILDING INCLUDING PERMANENT FIXTURES AND FITTINGS | KShs.80,000,000/- |  |
| Section B | Contents                       | ON CONTENTS   | KShs.10,076,580/- |  |
| Section C | All Risks                      | ALL RISKS   | KShs.23,408,438/- |  |
| Section D | Work Injury Benefits Insurance | WIBA @1000 (PER WORKER)<br>3 DOMESTIC WORKERS         | Not Covered       |  |
| Section E | Owner's Liability              | OWNERS LIABILITY (FREE)                               | KShs.5,000,000/-  |  |
| Section F | Occupier's Liability           |   | Not Covered       |  |

#### Excess

Earthquake Excess Clause: 2% of Sum Insured Per Location, Max Kshs. 5,000,000

Section B: Excess 5% of Each And Every Loss Min Kshs. 5,000/-Section C: Excess: 5% of Each And Every Loss Min Kshs. 7,500/-

# Subject to the attached Clauses/Warranties/Endorsements

- 1 CANCELLATION (30 DAYS)
- 2 CASH & CARRY PREMIUM WARRANTY
- 3 ELECTRICAL CLAUSE 1
- 4 EXCESS CLAUSE EARTHQUAKE EXTENSION
- 5 INSURANCE PREMIUM FINANCE WARRANTY
- 6 LIEN CLAUSE
- 7 MORTGAGE CLAUSE
- 8 P.M.O.W I
- 9 SPECIAL CLAUSE FOR ELECTRONIC ITEMS

Issued at Nairobi this

**29th** day of **January - 2024** 

**PMASESE** 

## Occidental Insurance Company Ltd.

#### ATTACHED TO AND FORMING PART OF THE POLICY NUMBER OLG/DP/03/7982/01

#### **AMENDMENT OF CANCELLATION CONDITION CLAUSE**

Notwithstanding anything contained here it is hereby declared and agreed that the cancellation notice period is amended to read thirty (30) days and not as otherwise indicated.

#### **ELECTRICAL CLAUSE 1**

This Company is expressly declared to be free from liability for loss of or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatsoever cause (lighting included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected, and not to other machines, apparatus or electrical installation destoyed or damaged by fire set up by such particular machine, apparatus or electrical installation.

#### **MORTGAGE CLAUSE**

It is hereby specially agreed that this insurance as to the interest of the mortgage as regards the buildings, landlords' fixtures and rent insured only, shall not be invalidated by any act or neglect of the mortgagor or owner of the property insured, nor by any misrepresentation or non-disclosure by the Mortgagor or owner of the property insured, at the time when the insurance is effected or renewed or during the currency thereof, nor by the alienation of the property nor by the occupation thereof for purposes more hazardous than are permitted by this Policy, provided that such act, neglect, misrepresentation, or non-disclosure, alienation or occupation shall be effected without the knowledge or privity of the mortgagee. Provided also that the mortgagee shall notify to the Company the happening or existence of such act, negligence, misrepresentation, non-disclosure, alienation or occupation as soon as the same shall come to the mortgagee's knowledge and shall, on reasonable demand pay the additional charge for the increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be or shall have been assumed by the Company during the continuance of this insurance.

Subject otherwise to the terms, conditions, expections and endorsements of the Policy.

#### **LIEN CLAUSE**

Loss if any payable under this Policy is payable to <<REPLACE WITH NAME>> as their interest may appear whose receipt will be a valid discharge.

# SPECIAL CLAUSE FOR ELECTRONIC ITEMS COVERED UNDER FIRE, BURGLARY, DOMESTIC PACKAGE, ELECTRONICS EQUIPMENT AND ALL RISKS POLICY

It is hereby declared that:

- 1. In case of total loss of any electronic item insured like TV, Sound System, Computers (incl.Laptops), Mobile Phones etc the Company shall pay the current market value on the date of loss subject to adequacy of sum insured.
- 2. In case replacement of the insured item is not available in the market due to absolescence, then suitable adjustment can be made in the sum insured to decide on the amount payable.
- 3. In view of the above and keeping in mind regarding fast absolescence, the sum insured of any insured item may be adjusted suitably and declared so by the client.

#### PETROL AND MINERL OIL WARRANTY

Warranted that during the currency of this policy no Mineral Oil, Mineral Spirit, or Liquid Fuel (Vegetable or Mineral and by whatever name known) giving off inflammable vapour below 100 degrees Fahrenheit (such as Petrol, Naptha, Benzine, Gasoline or the like) be stored, deposited or kept in any building referred to in this policy or in any building or buildings communicating therewith, and that no more than 60 gallons in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil and/or Liquid Fuel giving off inflamable vapour not below 100 degrees Fahreinheit but below 150 degrees Fahrenheit (such as Paraffin or the like) be stored, deposited or kept in any building referred to in this policy and in any buildings communication therewith.

#### **CASH & CARRY PREMIUM WARRANTY**

Pursuant to the amendment of Section 156 sub-section (2) of the Insurance Act Cap. 487, you are required to pay your full premium on or before the effective date. Please note that the Company shall only assume risk upon receipt of the full premium.

# **INSURANCE PREMIUM FINANCE WARRANTY**

In case, IPF has been obtained by the insured, it is duty of the insured to maintain payments to the financiers /banks as per the agreement, failure of which shall tantamount to breach of this warranty. If breach of this warranty takes place then the policy shall be cancelled with immediate effect and payment shall be made to the financier/banks on demands raised by them.

If any claim takes place under this policy, no payments shall be made to the insured directly, unless otherwise the premium payment obligation with the financier/bank is met by the insured.

If posted dated cheques submitted to the financiers/banks are not cleared on time because of lack of fund from the insured, any interest charged thereon from the financiers/banks shall be paid by the insured and in case it is not

possible to recover the amount from the insured, then the concerned broker shall undertake to pay the amount.

### **EXCESS CLAUSE - EARTHQUAKE EXTENSION**

It is hereby agreed and understood that the earthquake under this policy is subject to the following deductible-

"The Company shall not be liable in respect of each and every claim for the first two percent of the sum insured per location upto a maximum of Kshs. 5,000,000/-"