

**SCHEDULE**

**AGENCY:** PATEX INSURANCE AGENCY

**Policy No.** COMP/MCB/618683/01  
**Certificate No.** 4921881

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| <p><b>Company</b> OCCIDENTAL INSURANCE COMPANY LIMITED</p> <p><b>Insured:</b> Name: VINCENT NYONGESA BURALE<br/>AND MOGO AUTO<br/>Address: P.O.Box 3870-00600 , NAIROBI<br/>Pin No: <b>A003471721E</b></p> <p><b>Business or Profession:</b> TBA</p> <p><b>Policy No.</b> COMP/MCB/618683/01</p> <p><b>Period of Insurance</b></p> <p>(a) From: 05-01-2024 } Both dates<br/>To: 04-01-2025 } inclusive</p> <p>(b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium.</p> <p><b>Motor Vehicle:</b> (Please give full particulars)</p> | <p><b>Premium</b><br/>K.Shs.</p> <p>BASIC 5,724/-</p> <p>P.C.F. 14/-</p> <p>ITL 11/-</p> <p>-----</p> <p>S/DUTY 40/-</p> <p>-----</p> <p>5,789/-</p> <p>=====</p> |
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| Registration Mark | Make           | Year of Manuf. | Type of Body | Seating Capacity of Side-Car(if any) | C.C | S.Wheel/ Access. | Pass. Legal Liability | Insured's estimate of Value including Side-Car Accessories & Spare Parts |
|-------------------|----------------|----------------|--------------|--------------------------------------|-----|------------------|-----------------------|--|
| KMGG 791L         | BAJAJ BM 150UG |                |              |                                      |     |                  |                       | Shs.190,790/- Comprehensive  |

**Limit of Liability :**

Limit of the amount of the Company's liability under Section 1-3.....K.Shs.7,500/-

Limit of the amount of the Company's liability under Section II-

- 1(a) in respect of any one claim or series of claims arising out of one event K.Shs 3 Million
- 1(b) in respect of any one claim or series of claims arising out of one event K.Shs.5 Million

**Excesses.**

NYD: .....K.Shs. 2,000/-

T.P. Claims.K.Shs. 3,000/-

**Authorised Repair Limit:** K.Shs.10,000/-

**Geographical Area:** Kenya

**Legislation:** Motor Vehicle Insurance (Third Party Risks) Ordinance 1945 (Kenya)

**Authorised Driver:** Any of the following

- (a) The Insured
- (b) Any person driving on the Insured's or with his permission.

**Theft: Theft-with antitheft device** 10% min 10,000/=

**Theft-without antitheft device** 3% min 8,500/=

**A.C.** 20% min 20,000/=

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

**Limitations as to Use**

Use for social, domestic and pleasure purposes and for the Insured's business and for the carriage of passengers for hire and reward. The Policy does not cover use for racing competitions, rallies or trials (or use for practice for any of them) .

Number of Passengers - One (1) Pillion Passenger.

The following slips are attached to and forming part of this policy.

AVERAGE CLAUSE, CANCELLATION (30 DAYS), CASH & CARRY PREMIUM WARRANTY, INSURANCE PREMIUM FINANCE WARRANTY, NP1, NP11, NP17, NP2, NP28, NP31, NP4, NP6, NP8, OLD,OBSOLETE AND RARE MAKE VEHICLES CLAUSE,

CHASIS NO; MD2A21BX0NWA93084

**Date of Issue:** 30-01-2024

**Date of Signature of Proposal and Declaration:** 05-01-2024

**Signed on behalf of OCCIDENTAL INSURANCE COMPANY LIMITED AT NAIROBI on the above mentioned date of issue.**

JOAN

Entry Date: 30 Jan 2024

**Signed By**

## **OCCIDENTAL INSURANCE COMPANY LIMITED**

**ATTACHED TO AND FORMING PART OF THE POLICY NUMBER COMP/MCB/618683/01**

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### **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.

### **NP1 - EXCESS - SECTION I (THEFT/OWN DAMAGE EXCESS)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this policy the Insured in respect of each and every event shall be responsible for the first shillings 15% & 20% of the value whichever is the greater ( or any less expenditure for which provision is made thereunder ( including any payment in respect of costs and expenses

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by Insured to the Company forthwith.

For the purpose of this endorsement the expression event shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this policy.

### **NP2. EXCESS - SECTION II AND III**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section II -I(b) and III of this policy the insured in respect of each and every event shall be responsible for the first shillings Shs. 30,000/- (or any less expenditure which may be incurred of any expenditure for which provision is made thereunder (including any payment in respect of costs and expenses.)

If the expenditure incurred by the Company shall include the amount for the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

It is further declared and agreed that any trailer whilst attached to the Motor vehicle shall for the purpose of this endorsement be deemed to form part thereof.

For the purpose of this endorsement the expression event shall mean an event or series of event arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this policy.

### **NP4 EXCESS-SPECIFIED TRAILER WHILE DETACHED - SECTION II**

It is hereby declared and agreed that notwithstanding anything to the contrary contained in Section II -I and III of this policy the Insured in respect of each and every event shall be responsible for the first shillings of any less expenditure for which provision is made thereunder ( including any payment in respect of costs and expenses and any expenditure by the Company in the exercise of its discretion under Condition 5 of this policy) in relation to any trailer while detached from a motor vehicle

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this Endorsement the expression event shall mean an event or series of events arising out of one cause in connection with any trailer covered under Section II and III of this policy.

### **NP6. SUB-STANDARD DRIVERS LIMITATION -PUBLIC HIRE RISK (CODE B) MATATU RISKS (CODE C) PRIVATE HIRE RISKS (CODE D) HIRE CAR HIRER DRIVING (CODE E)**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy the Company shall, unless special permission in writing has been by the company, be under no liability under:-

- (a) Section I of this policy
- (b) Section II of this policy except so far as is necessary to meet the requirements of the Insurance ( Motor Vehicles Third Party Risks) Act

While the Motor vehicle is being driven by or is for the purpose of being by him in the charge of any person in the Insured's employ who has:-

- (i) not attained the age of 24 years
- (ii) less than 3 years driving experience
- (iii) been convicted of an offence for careless driving, reckless driving or dangerous driving during the previous 5 years

Subject otherwise to the terms of this policy.

### **NP8 - OVERLOADING OF VEHICLES/UNAUTHORISED PASSENGERS**

It is hereby understood and agreed that the indemnity provided by this Policy shall be inoperative ( save in relation to such liabilities as are required by the Insurance ( Motor Vehicle Third Party Risks) Act Cap. 405 to be insured, in which case the Insured shall repay to the Company all sums which the Company would not have been obliged to pay but for the provision of the said Act) if the motor vehicle at the time of any event giving rise to a claim shall be carrying a greater number of passengers or a greater load than permitted by any law for the time being in force.

### **NP11-PASSENGER RISK - VEHICLES USED FOR THE CARRIAGE OF PASSENGER FOR HIRE & R**

It is hereby understood and agreed that Exception (iii) to Section II of this Policy is cancelled and replaced by:-

- (iii) Death of or bodily injury to any person being a member of the Insured household who is a passenger in the motor vehicle unless such person is being carried by reason of or pursuance of a contract of employment.

It is further understood and agreed that the limit of liability under Section II -1 (a) is cancelled and replaced by :-

(A) In respect of any Person (other than a Passenger being carried for hire or reward or by reason of or in pursuance of a contract of employment ) being carried in or upon or entering or getting on to or alighting from the motor vehicle

- (i) in respect of death of or bodily injury to any one person -Kshs.800,000/-
- (ii) In respect of a series of claims arising out of one event - Kshs. 3,000,000/-
- B) In respect of any other person -Per Person : 3,000,000/-  
- Per Event : Unlimited

Provided that in the event of an accident occurring whilst the motor vehicle is carrying more passengers than the declared maximum passenger capacity (in addition to the conductor and turnboy if any and the driver) the Insured shall repay to the Company a rateable proportion of the total amount payable by the Company by reason of this endorsement in respect of such accident in connection with the motor vehicle.

### **NP17 INCREASE OF THIRD PARTY PROPERTY DAMAGE LIMIT**

It is hereby understood and agreed that the limit of the amount of the Companys liability under Section II-i(b) of this policy in respect of any one claim or series of claims arising out of one event is increased to .....

### **NP 28 - STRIKE RIOT AND CIVIL COMMOTION**

It is hereby understood and agreed that the words Strike riot civil commotion in general Exception 2 of this policy shall not apply to any accident loss damage or liability in Kenya directly caused by :-

1. the act of any person taking part together with others in any disturbance of the public peace ( whether in connection with a strike or lock-out Or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of such disturbance
2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the legislation) directly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:-

- (a) war invasion the act of foreign enemies hostilities or warlike operations ( whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular arising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the terms of this policy.

### **NP 31 INCLUSION OF SPECIAL PERILS**

It is hereby understood and agreed that the following shall be deemed to be added to Section 1 1 of this policy:-

- (c) By flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature in General Exception 2 of this policy are deemed to be deleted.

Subject otherwise to the Terms of this policy.

### **Average Clause**

It is hereby understood and agreed that if at the time of claim the Market Value of the Insured vehicle is greater than the insured's estimated value, the insured will bear the proportion of the loss that the estimated value bears to the market value.

### **VALUATION CLAUSE**

The vehicle/vehicles insured under the policy shall be valued at present day market value inclusive of all duties and taxes as per Law of the country.

In case of an accident where the vehicle/vehicles shall be repaired, the insurance company shall settle such claims inclusive of duties and taxes as declared under the valuation.

In case of total loss of the vehicle/vehicles including theft or constructive total loss, it is necessary that the insured pays necessary duties and taxes to the concerned authorities in full, if not paid and shall deliver to the company vehicle registration book free of any restrictions or encumbrance.

The indemnity provided by this Policy will be as per the valuation certificate to be given by the Professional valuer, otherwise it will be subject to the pre-accident valuation as at the time of accident.

Subject otherwise to terms and conditions and exceptions of the policy.

### **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.

## **OLD, OBSOLETE AND RARE MAKE VEHICLES CLAUSE**

It is warranted:-

1. Vehicles beyond 10 years of age will be considered old vehicles.
2. Vehicles for which parts are not available in Kenya, will be considered of Rare Make.
3. A motor vehicle will not be declared Total Loss simply because its parts are not in Kenya.
4. (i) Old and obsolete vehicle will have a Valuation Certificate and Mechanical Inspection Report from an authorised Auto Engineer duly submitted by the insured.  
  
(ii) In case of Total Loss of old and/or obsolete motor vehicle due to an accident or theft, the company's liability will be limited maximum up to 75% of its Pre-Accident Value of the motor vehicle less applicable excess.
5. Commercial vehicles will not carry "sand". Insured will obtain a Written Consent from the company for carrying other building materials.
6. For a 5 year old vehicle, the parts will be obtained from the Open Market and not at Dealer's price wherever applicable.