

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

Agency: D & G INSURANCE BROKERS LIMITED

Endorsement No.: E/889642/11/08 Policy OIC/WIB/11/65014/12 Date: 03-Aug-2023

Sum Insured: Shs.17,664,000 Renewal No.: Expiring on: 31-Dec-2022

Insured: S.S DHILLON TRANSPORTERS LTD Additional Premium:

P.O. Box 72673 00200 NAIROBI KENYA

**Pin No:** A001405126H **I.T.L.**:

Refund Premium: 507,958/-

Risk: Work Injury Benefits Insurance Refund PCF 1,270/=

I.T.L.: 1,016/-F.A.P: TBA

It is hereby declared and agreed that w.e.f 01/01/2022, cover in respect to the written WIBA policy is deemed to be cancelled since the policy duplicates policy no. ZHO/WIB/00142/000/02 as per instructiosn received dated 07/11/2022.

In consideration whereof the above noted refund premium is hereby allowed

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

AKOKUAI Attorney

## Occidental Insurance Company Ltd.

#### ATTACHED TO AND FORMING PART OF THE POLICY NUMBER OIC/WIB/11/65014/12

## **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.

#### **Premium Payment Warranty**

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity provided by this policy will only apply on payment of full premium to the company in accordance with the provisions of Section 156 of the Insurance Act Cap-487 failure of which cover lapses.

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

#### **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.

## TRANSPORTATION OF WORKERS

The indemnity provided by this policy shall apply to transportation of employees in vehicles(s) owned or hired by the Insured.

a) to and from their officially designated places of work and only in the course of thier employment

And/ or (If applicable under the schedule)

b) to and from social recreation and sporting activities and whilst participating in such activities Organised by or on behalf of the

Insured.

- provided that a) is (are) designed and licensed for the carriage of passengers
- such vehicle(s) b) shall not carry passengers beyond the permitted capacity
  - c) shall be mechanically sound and in a roadworthy condition

## **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.

#### JURISDICTION CLAUSE

Notwithstanding anything contained herein contrary it is agreed that the indemnity provided shall not apply to:

- 1. Compensation for damage in respect to judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within kenya.
- 2. Costs and expenses and litigation recovered by any claimant from the insured which are not incurred in and recovered in.