



OCCIDENTAL INSURANCE COMPANY LIMITED
Crescent Business Centre, 7th Floor, Parklands Road,
P. O. Box 39459 - 00623, Nairobi, Kenya,
Tel: 0709-896000,
E-Mail: enquiries@occidental-ins.com
Website: www.occidental-ins.com

RENEWAL SCHEDULE

Class :	MOTOR PRIVATE COMPREHENSIVE	Policy No:	HO/C70/007445/000/01
Agency:	SASALA INSURANCE BROKERS LIMITED		

Class Code

COM-0700

Insured :

KARIUKI GITHUA MOSES

Address :

P.O BOX 1836

Occupation :

BUSINESSMAN

PIN NO :

A001200679C

Tel No:

...

Email :

Currency :

Kenyan Shilling (Ksh)

Basic Premium

37,500

Excess protector

OTHERS

Sub Total

37,500

ITL

75

PCF

94

S/DUTY

Total Premium

37,669

F.A.P :

37,500

Period Of Insurance :

(a) From 15-02-2023 To 14-02-2024 (both dates inclusive)

(b) and any subsequent period for which you shall pay and we accept a renewal premium

Renewal Date : 15-02-2024

Vehicle(s) Details:

As per the attached schedule

Sr No	Reg. No	Make / Model	Type of Body	Chasis No.	C.C	Yr. Of Mfg.	Pass.	W/Screen	E/Equip	Estimated Value
1	KCT 262G	TOYOTA PREMIO	SAL	NZ126 0-31128 63	1800	2012	5	30,000	50,000	800,000

Limits of the amount of our Liability (Kshs)

- Section 1-3: Protection, Recovery and Removal..... 50,000.00
- Section 1-4 (a): Authorized repair limit50,000.00
- Section II-1 (a) Liability to third parties - Death or Bodily Injury:
- A. In respect of persons being carried in or upon or entering or getting onto or alighting from the Vehicle:
- (I) Death or Bodily Injury to any one person... 3,000,000.00
- (II) Series of claims arising out of one event..... 20,000,000.00
- B. In respect of other persons:
- (I) Death or Bodily Injury to any one person..... 3,000,000.00
- (II) Series of claims arising out of one event..... Unlimited
- Section II-1 (b) (Liability to Third Parties Property Damage):
- In respect of any one claim or a series of claims arising out of one event.....20,000,000.00
- Section III (Medical Expenses) In respect of any one Accident..... 50,000.00

Remarks

Excesses

Accidental Damage	2.5% of Sum Insured Subject to minimum of Ksh 30000 and maximum of Ksh 100000
Theft With Anti-theft Device	10% of Sum Insured Subject to minimum of Ksh 30000
Theft Without Anti-theft Device	20% of Sum Insured Subject to minimum of Ksh 30000
Third Party property damage Claims	Ksh. 7500
Theft With Tracking Device	2.5% of Sum Insured Subject to minimum of Ksh 20000
Young Drivers	Ksh. 7500
Inexperienced Drivers	Ksh. 5000



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Third party personal injuries:	Nil
Territorial Limits:	Kenya
Legislation:	The Insurance (Motor Vehicles Third Party Risks) Act Chapter 405
Authorized driver: Any of the following:-	
(a) Yourself	
(b) Any person driving on your order or with your permission, provided the person driving holds a valid driving license to drive the motor vehicle or has held and is not disqualified from holding or obtaining such license.	
Subject to the following Warranties / Clauses / Endorsements :	
1 . VALUATION CLAUSE	7 . 30 DAYS NOTICE OF CANCELLATION
2 . ENDT 72 PASS. L/LIAB.	8 . CASH AND CARRY PREMIUM WARRANTY
3 . AVERAGE CLAUSE	9 . INSURANCE PREMIUM FINANCE WARRANTY
4 . ENDT.25-SRCC	10 . NO BLAME NO EXCESS ENDT
5 . ENDT.59-TPPD - PC	11 . OLD,OBSOLETE AND RARE MAKE
6 . PRIVATE CAR SLIP	VEHICLES
Limitations as to Use	
DATE OF SIGNATURE OF PROPOSAL FORM AND DECLARATION:	24-JAN-24
PREPARED BY:	PHA
APPROVED BY:	PAN
SIGNED AT HEAD OFFICE	For Date : 16TH FEBRUARY 2023

For : Occidental Insurance Company Limited

Authorized Signatory

MOT105 30 DAYS NOTICE OF CANCELLATION

It is hereby declared and agreed that the Company may cancel this policy by sending thirty days notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the time during the current period of insurance the policy has been in force or the policy may be cancelled at any time by the insured on thirty days notice and (provided no claim has arisen during the current period of insurance and the current certificate(s) of insurance has been returned to the Company on or before the date of cancellation) the insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's short period rates for the time during the current period of insurance the policy has been in force.

MOT102 CASH AND 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.

MOT002 PRIVATE CAR SLIP

1. NEW AND YOUNG DRIVERS CLAUSE:

It is hereby declared and agreed that the within policy shall be subject to a further Excess of shs 5,000/- of each and every claim under section I and II of this policy.

- (i) If at the time of accident the vehicle shall be driven by a person holding a valid driving licence which has been in force for less than two years.
- (ii) Should any accident occur while the vehicle covered under the schedule of this policy is being driven by the insured or any other person who is less than 22 years of age.

No. (i) is not cumulative to No. (ii)

2. INTOXICATION CLAUSE:

It is hereby declared and agreed that the Company shall not be liable to make any payment in respect of any accident, loss, damage or liability, caused or arising whilst the motor car in connection with which Insurance or Indemnity is granted hereunder is being driven by the insured (or any other person with the knowledge and consent or order of the Insured) whilst impaired by intoxicating liquors or drugs.

3. MARKET VALUE CLAUSE:

The value of the vehicle(s) shown in the schedule of this policy is not necessarily the actual amount payable by the Company but their liability shall be limited to the LOCAL MARKET VALUE or CIF value plus all expenses and duty paid whichever is lower of the vehicle(s) immediately anterior to the time of loss or the value shown in the policy schedule whichever is the less.

4. EXCESS

It is hereby declared and agreed that notwithstanding anything to the contrary contained in section I and II of this policy, the insured in respect of each and every event shall be responsible for the following excesses;

(a) On Accident Damage and Third Party Claims

First Shs 2.5% of Value (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under condition No. 5 of this policy.

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.

(b) On Theft Claims

The insured in respect of each and every event involving theft of the entire vehicle shall bear 10% of Value Min K.Shs 20,000/- if fitted with Antitheft Device - 20% of Value Min K.Shs 20,000/- if not

fitted with Antitheft Device of the value of the vehicle whichever is the higher.

For the purpose of this clause 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.

MOT002 PRIVATE CAR SLIP

5. REPLACEMENT PARTS CLAUSE (FOR COMPREHENSIVE, THIRD PARTY, FIRE AND THEFT COVER ONLY)

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the motor vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country or in the event of the Company exercising the option under section I and II to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- (a) (i) The price quoted in the latest catalogue or price list issued by the manufacturer or his Agents or
 - (ii) If no such catalogue or price list exists the price list obtaining at the manufacturers works plus the reasonable cost of transport otherwise than by air and the amount of relative import duty.
- AND
- (b) The reasonable cost of fitting such part.

6. WINDSCREEN AND WINDOW GLASS CLAUSE

In consideration of the payment of additional premium, it is hereby declared and agreed that the claim for the cost of reinstating any windscreen or window glass forming part of the motor vehicle insured by this policy, as a result of breakage will be made within the terms of the policy without deduction of any amount for which the insured is responsible in terms of any Excess Endorsement attaching to this policy. Any payment under this endorsement shall not constitute a claim within the meaning of the NO CLAIM DISCOUNT provision of this policy.

The maximum indemnity provided by this extension is limited to Kshs.....and in the event of a claim arising under this endorsement notwithstanding that the payment may be less than the indemnity provided by this extension. Cover under the extension shall be forfeited and may be reinstated at the discretion of the Company and the payment of an additional premium of not less than the amount originally charged.

Provided that this endorsement shall not apply to the breakage of glass arising from an occurrence in which other damage is sustained by the motor vehicle.

MOT100 OLD, OBSOLETE AND RARE MAKE VEHICLES

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 Dealers price wherever applicable.

MOT101 NO BLAME NO EXCESS ENDT

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that in

the event of a Private Motor Vehicle(s) mentioned in the schedule of this policy (and insured comprehensively) being involved in an accident with an identifiable Third Party Vehicle and the Police Abstract report identifies the Third Party Motorist as responsible for the cause of the accident, the insured will not be liable to pay to the Company the amount of the Excess that is applicable in respect of Accidental Damage, provided the repair cost is above the applicable Accidental Damage Excess as specified in the policy.

MOT099 **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.

MOT061 **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 insureds estimated value, the insured will bear the proportion of the loss that the estimated value bears to the market value.

MOT011 **ENDT 72 PASS. L/LIAB.**

It is hereby understood and agreed that the company will at the request of the insured indemnify in terms of Section II of this policy any person mounting into dismounting from or travelling in the motor vehicle such person being hereinafter called the passenger

Provided that the passenger -

- i) is not driving the motor vehicle or in charge of the motor vehicle for the purpose of driving;
- ii) is not entitled to indemnity under any other policy;
- iii) shall though he were the insured observe fulfil and be subject to the terms of this policy.

E X C E P T I O N S

The Company shall not be liable in respect of -

a) death of or bodily injury to -

- i) the insured;
- ii) any person driving the motor vehicle or in charge of the motor vehicle for the purpose of driving;
- iii) any person in the employment of the passenger where such death or bodily injury arise out of or in the course of such employment;

b) Damage to property belonging to or held in trust by or in the custody or control of the insured or the passenger being conveyed by motor vehicle.

MOT003 **ENDT.25-SRCC**

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 or Damage or liability in Kenya, Uganda, Tanzania and Pemba directly caused by

1) the act or any person taking part together with other 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 surpress any such disturbance or in minimizing the consequences of such disturbance.

2) the willful 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 minimizing 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 war like operation (where war be declared or not) Civil War.
- b) Mutiny civil commotion assuming the proportion of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person action on behalf of or in connection with any organization with activities directed towards the overthrow by force of 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 or any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was not way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any 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 the policy.

MOT005 ENDT.59-TPPD - PC

It is hereby declared and agreed that the limit of the amount of the Companys liability under Section 11-1 (b) if this policy in respect of any one claim or a series of claims arising out of one event is increased to Kshs.

MOT095 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.