

**SCHEDULE**

**AGENCY:** PATEX INSURANCE AGENCY

**Policy No.** COMP/MCB/618780/01  
**Certificate No.** 4921814

<p><b>Company</b> OCCIDENTAL INSURANCE COMPANY LIMITED</p> <p><b>Insured:</b> Name: JAMES GATHU IRUNGU AND MOGO AUTO</p> <p>Address: P.O.Box 33870 - 00600 , Pin No: <b>A018147897K</b></p> <p><b>Business or Profession:</b> BUSINESS</p> <p><b>Policy No.</b> COMP/MCB/618780/01</p> <p><b>Period of Insurance</b></p> <p>(a) From: 05-01-2024 } Both dates 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> K.Shs.</p> <p>BASIC 3,000/-</p> <p>P.C.F. 8/-</p> <p>ITL 6/-</p> <p>-----</p> <p>S/DUTY 40/-</p> <p>-----</p> <p>3,054/-</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
KMFY 118R	TVS HLX M/Cycle			2				Third Party Only

**Limit of Liability :**

Limit of the amount of the Company's liability under Section 1-3.....K.Shs.0/-

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.0/-

**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.

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.

CANCELLATION (30 DAYS), CASH & CARRY PREMIUM WARRANTY, INSURANCE PREMIUM FINANCE WARRANTY, NP11, NP17, NP2, NP6, NP8, NP9

Chasis: MD625AE30M1F03655

**Date of Issue:** 29-01-2024

**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.**

JKINYUA

Entry Date: 29 Jan 2024

**Signed By**

## **OCCIDENTAL INSURANCE COMPANY LIMITED**

**ATTACHED TO AND FORMING PART OF THE POLICY NUMBER COMP/MCB/618780/01**

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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.

### **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.

### **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 th charge of any person in the Insureds emply who has:-

- (i) not attained the age of 24 years
- (ii) less than 3 years driving experience
- (ii) 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.

### **NP9 - THIRD PARTY ONLY**

It is hereby understood and agreed that Section I of this policy is cancelled.

### **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 .....

### **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.