



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

POLICY SCHEDULE

Class :	MOTOR CYCLE PSV COMPREHENSIVE	Policy No:	HO/C72/021632/000/00
Agency:	PATEX INSURANCE AGENCY		

Class Code	COM-0702
Insured :	ODUNDO ONYANGO TOM
Address :	P.O.BOX
Occupation :	TBA
PIN NO :	A012598659Q
Tel No:	TBA
Email :	

Currency :	Kenyan Shilling (Ksh)
Basic Premium	4,500
PLL	500
Excess protector	
OTHERS	
Sub Total	5,000
ITL	10
PCF	13
S/DUTY	40
Total Premium	5,063
F.A.P :	5,000

Period Of Insurance :
(a) From 09-10-2022 To 08-10-2023 (both dates inclusive)
(b) and any subsequent period for which you shall pay and we accept a renewal premium
Renewal Date : 09-10-2023

Vehicle(s) Details: As per the attached schedule
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Sr No	Reg. No	Make / Model	Type of Body	Chasis No.	C.C	Yr. Of Mfg.	Pass.	W/Screen	E/Equip	Estimated Value
1	KMGF 745X	BAJAJ BOXER	M/CYCLE	TBA	150		1			131,390

Limits of the amount of our Liability (Kshs)

Section 1-3: Protection, Recovery and Removal..... 7,500.00
Section 1-4 (a): Authorized repair limit10,000.00
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.....2,000,000.00
Section III (Medical Expenses) In respect of any one Accident..... 10,000.00

Remarks

Excesses

Accidental Damage	3% of Sum Insured Subject to minimum of Ksh 7500
Theft With Anti-theft Device	10% of Sum Insured Subject to minimum of Ksh 10000
Theft Without Anti-theft Device	20% of Sum Insured Subject to minimum of Ksh 20000
Young Drivers	Ksh. 2000
Inexperienced Drivers	Ksh. 2000
THIRD PARTY PROPERTY DAMAGE	Ksh. 3000
Third party personal injuries:	Nil

Territorial Limits: Kenya

Legislation: The Insurance (Motor Vehicles Third Party Risks) Act Chapter 405



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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 . NP11 PASSENGER RISK CODE B,C,D,E | 9 . 30 DAYS NOTICE OF CANCELLATION |
| 2 . NP28 | 10 . AVERAGE CLAUSE |
| 3 . NP2 | 11 . CASH AND CARRY PREMIUM WARRANTY |
| 4 . NP31 | 12 . INSURANCE PREMIUM FINANCE WARRANTY |
| 5 . NP17-INCREASE OF THIRD PARTY PROPERTY | 13 . NP32 |
| 6 . NP8 | 14 . NP33 |
| 7 . NP1-EXCESS- SECTION (THEFT/OWN DAMAGE) | 15 . VALUATION CLAUSE |
| 8 . NP6 | |

Limitations as to Use	
DATE OF SIGNATURE OF PROPOSAL FORM AND DECLARATION:	18-JAN-24
PREPARED BY:	KAB
APPROVED BY:	KAB
SIGNED AT HEAD OFFICE	For Date : 11TH NOVEMBER 2022

For : Occidental Insurance Company Limited

Authorized Signatory

MOT024 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% and 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.

MOT031 NP8

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.

MOT034 NP11 PASSENGER RISK CODE B,C,D,E

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.

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.

MOT050 NP28

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 ammounting 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 occurences.

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 occurences 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.

MOT053 NP31

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.

MOT054 NP32

It is hereby understood and agreed that the Insurers will at the request of the policy holder 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) in the case of a commercial vehicle to is not mounting into dismounting from or travelling other than in the drivers cab

(iii) is not entitled to indemnity under any other policy

(iv) shall as though he were the policy holder observe fulfil and be subject to the terms of this policy in so far as they can apply

EXCEPTIONS

The Company shall not be liable in respect of :-

(a) death 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 arises out of or in the cause of such employment.

MOT055 NP33

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this

policy in the event of loss or damage to the motor vehicle or its accessories or spares necessitating the supply of a part not obtainable from stocks held in Kenya or in the event of the Company exercising the option under Section 1-2 to pay in cash 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 of his Agents in Kenya
- (ii) If no such catalogue or price list obtaining at the Manufacturers works plus the reasonable cost of transport otherwise than by air to Kenya and the amount of the relative import duty.

AND

MOT099 (b) The reasonable cost of fitting such part.
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.

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.

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.

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.

MOT039 Subject otherwise to terms and conditions and exceptions of the policy.
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
MOT029	<p>NP6</p> <p>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:</p> <p>(a) Section I of this policy</p> <p>(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</p> <p>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 Insurteds emply who has:-</p> <p>(i) not attained the age of 24 years</p> <p>(ii) less than 3 years driving experience</p> <p>(ii) been convicted of an offence for careless driving, reckless driving or dangerous driving during the previous 5 years</p>
MOT025	<p>Subject otherwise to the terms of this policy.</p> <p>NP2</p> <p>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.)</p> <p>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.</p> <p>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.</p> <p>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.</p>