

KINYUA MUYAA & CO. ADVOCATES

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Mombasa - Kenya

Your Ref:

MKL/213/5/2018

10.5.2018

Our Ref:

Date:

The Legal Manager
Britam General Insurance Co. (Kenya) Ltd
Ground Floor, Renaissance Corporate Park
Elgon Road, Upper Hill
P.O. Box 30375-00100
NAIROBI

Dear Sir,

**RE: ON ACCOUNT OF A POLICY TAKEN OUT WITH MS REAL INSURANCE
COMPANY LTD
OUR CLIENT : MANUCHAR (KENYA) LIMITED**

We act for Manuchar (Kenya) Limited.

Our client instructs us that auctioneers proclaimed its items on 7.5.2018 on account of a decretal award made in favour of a Plaintiff as against it, on a matter it had forwarded to Real Insurance Co. Ltd through MS Eagle Africa Insurance Brokers (K) Limited.

The suit is SRMCC NO. 1933 OF 2014 - DENNIS ODHIAMBO ALWETE -VS- MANUCHAR (KENYA) LIMITED.

We have seen a copy of a letter dated 24.10.2014 from that broker to Ms Real Insurance Company Limited forwarding summons, the Plaint and all accompanying documents therein outlined.

Our client indicates to us that that was the last communication it received from your and the brokers' end until this recent proclamation of their assets by auctioneers sent in by the Plaintiff's Advocates.

We have perused the Court file and noted that Judgment was endorsed as against Manuchar (Kenya) Limited in default of appearance and defence on 8.5.2015. The Plaintiff proceeded to formally prove his case on 28.7.2015, his advocates filed submissions on 30.7.2015 and Judgment was eventually delivered on 18.1.2016 where the Plaintiff was awarded a sum of Kshs. 200,000/- as general damages for pain suffering and loss of amenities, special damages in the sum of Kshs. 2,580/- plus costs and interest. The allegations were of chemical burns at work. That is the award the Plaintiff is now executing for on a proclamation for a total of Kshs. 434,034/- the auctioneers' costs included.

Our client took out a policy with Ms Real Insurance Company Limited to cushion it against claims of this kind. It paid premiums and reported the Claim to MS Real Insurance Company

Limited's brokers in good time. It also remitted summons served upon it to those brokers promptly for onward transmission to that insurer for legal representation.

It is evident that no action was taken to safeguard our client's interests otherwise the Plaintiff could not have had such an easy sail.

Our client received no notice of entry of Judgment as against it upon entry of default Judgment and further upon final Judgment. We do not know whether those brokers have briefed you fully but all we know is that there is a breach of the Insurance Contract on MS Real Insurance Company Limited's end. You took up that insurer's policies and so liabilities arising therefrom fall squarely upon you.

It is upon you to move quickly to protect our client from the now so eminent removal for sale of its proclaimed assets which removal would occasion our client immeasurable losses over and above those already suffered following proclamation.

Kindly let us know whether you already appointed a firm of advocates to apply to set aside that Judgment or alternatively, whether you have reached out to the Plaintiff's Advocates with the view to negotiate with them and pay off the award to cushion our client from losses it insured against.

Seven days from 7th May, 2018 lapse on Monday, 14th May, 2018, 13th being a Sunday.

Kindly most urgently let us hear from you by return on the action taken otherwise we shall be constrained to intervene to safeguard our client's interest at your cost and our client will thereupon, be entitled to lodge a complaint and/or Claim on account of that policy for full compensation for its losses.

We acted on a number of Claims on instructions from MS Real Insurance Company Limited. We have not received any fresh briefs from you since you put them under your umbrella and so we perceive no conflict of interest in intervening on this Claim on behalf of our aggrieved client.

Kindly right the errors on this Claim to maintain a conducive business environment with your policy holder also our client.

We enclose copies of the relevant Renewal Premium Debit Note and Policy Schedule, the Proclamation Notice, a Decree retrieved from the Court file, proceedings and Judgment (hand written), the Request for Judgment as well as the broker's letter forwarding summons stamped as received by MS Real Insurance Company Limited on 24.10.2014.

Kindly expedite.

Yours faithfully,


KINYUA MUYAA & CO.

CC.

The Legal Manager

Britam General Insurance Co. (Kenya) Ltd

MOMBASA

Client

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ADVOCATES

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Mombasa -Kenya

Your Ref:

Our Ref:

MKL/213/5/2018

9.5.2018

Date:

I R B Mbuya & Co.
Advocates
5th Floor, UNI Plaza
Moi Avenue
MOMBASA

Dear Sirs,

**RE: ON ACCOUNT OF A POLICY TAKEN OUT WITH MS REAL INSURANCE
COMPANY LTD
OUR CLIENT : MANUCHAR (KENYA) LIMITED**

We act for Manuchar (Kenya) Limited.

We have been instructed by MS Manuchar (Kenya) Limited to contact you to seek for extension of time to enable them ascertain the circumstances under which their insurers failed to appoint advocates to represent them upon receipt of summons.

Your auctioneers only served our client with a Proclamation Notice without a copy of the Decree on 7.5.2018.

Our client needs time to access and analyze the Judgment of the Court to determine what was awarded and whether there is another way around it.

Our client indicates to us that it was not served with notice of entry of Judgment otherwise they would have realized that their insurers failed to intervene. If you did serve, kindly send us copies of those notices to enable us determine the best way to go about the matter.

While you do so, kindly indulge us and talk to the auctioneer to delay removal of the proclaimed assets as we take instructions from both our client and its then insurers.

Yours faithfully,

KINYUA MUYAA & CO.

CC.

Client

Makini Auctioneers Limited
MOMBASA