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# PROPOSAL FOR MOTOR COMMERCIAL

| -             | AGENT:                      |       | POLICY NO. |  |  |  |  |
|---------------|-----------------------------|-------|------------|--|--|--|--|
| FULL NAME     |                             |       |            |  |  |  |  |
| AGE           |                             |       |            |  |  |  |  |
| E-M           | AIL                         |       |            |  |  |  |  |
| FULI          | ADDRESS:                    |       |            |  |  |  |  |
| TELEPHONE No. |                             |       |            |  |  |  |  |
| AGENCY        |                             |       |            |  |  |  |  |
| TRA           | DE, BUSINESS OR OCCUPATION  |       |            |  |  |  |  |
| BUS           | INESS OR EMPLOYER'S ADDRESS |       |            |  |  |  |  |
|               | PERIOD OF INSURANCE:        | From: | То:        |  |  |  |  |
|               | PERIOD OF INSURANCE:        | From: | То:        |  |  |  |  |

## To: PARTICULARS OF VEHICLE

| Registered | Chassis   | make | Туре | color | Seating  | Engine             | Year of     | Price    | Date of  | Proposer's   |
|------------|-----------|------|------|-------|----------|--------------------|-------------|----------|----------|--------------|
| mark       | No/Engine |      | of   |       | capacity | capacity           | manufacture | paid by  | purchase | estimate     |
|            | No        |      | body |       |          | in cm <sup>3</sup> |             | proposer |          | of current   |
|            |           |      |      |       |          |                    |             |          |          | value        |
|            |           |      |      |       |          |                    |             |          |          | including    |
|            |           |      |      |       |          |                    |             |          |          | accessories  |
|            |           |      |      |       |          |                    |             |          |          | and spare    |
|            |           |      |      |       |          |                    |             |          |          | parts if any |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |
|            |           |      |      |       |          |                    |             |          |          |              |

| 1. State fully the purpose for which the Vehicle(s) will be used              |
|---|
| 2. Do you undertake Cartage for other person'?                                |
| 3. (a) Will a Trailer be attached to the Vehicle(s)'?                         |
| Yes No  |
| If so, how many   |
| (b)What is the value of each'?  |
| 4. If Vehicle(s) used for carrying Passengers, are the Passenger carried for? |
| Hire L  |
| Reward L  |
| 5. Has the vehicle(s) been fitted with approved anti-theft Devices?           |
| Yes No No   |
| If so attach certificate of fitting.  |
| 6. Is/are the Vehicle(s) your sole aim absolute property'?  Yes No No         |
| If not state the name and the address of the owner                            |

| 7. Date of purchase of Vehicle   |
|--|
| (b) Whether new  |
| c) Price paid  |
| 8. Do you or does any other person who to your knowledge will drive, suffer from defective vision or hearing or from any physical infirmity?  Yes No   |
| 9. Have you or has any other person who to your knowledge will drive, been convicted during the last five years of any offence in connection with any Motor Vehicle or is any prosecution pending?  Yes No |
| 10. Are you now or have you been insured in respect of any Motor Vehicle's'?  Yes No   |
| If so, please state name of Company or under writer  |
| 11. (a) Are you entitled to a No Claim Discount'?  Yes No If so, for how many years up to this date have you previously been insured?  |
| (B) Continuously without claim and with which Companies?  '(To qualify for discount submit renewal or other documents)   |
| 12. Has any Company or Underwriter either in respect of you or your partner ever:  (i) Declined your or their proposal?  Yes No No   |

| (ii) Required you or them to bear the first portion of any loss or imposed other special conditions? Yes $\square$ No $\square$   |
|---|
| (iii)Refused to renew or cancelled your or their Policy'?  Yes No No  |
| (iv)Required an increased premium?  Yes No No   |
| 13. Give records of accidents and or losses during the past three years in connection with any Motor Vehicle  |
| 14. Are there any accessories (other than standard) fitted on your car (vehicle /s)  Yes No No  |
| Do you require?  (A)Comprehensive  (B)Third party fire and theft  (C) Third party only  |
| I/We do hereby declare that the Car(s) (Vehicles) described is/are and shall kept in good condition and that The answers above given are in every respect true and correct and I/we hereby agree that this declaration Shall be the basis of the Contract of Insurance between the Company and myself/ourselves.  I/We agree to accept a Policy of Insurance according to the above proposal. Subject to the terms, exceptions And conditions to be expressed in and on the Pol icy and undertake to pay the Premium when called upon to do so. |
| I/We undertake that the Car or Cars (vehicle/s) to be insured shall not be driven by any person whom to my/our Knowledge has been refused any Motor Vehicle Insurance or continuance thereof  |
| DateSignature of Proponent  |

No Liability is undertaken until the proposal has been accepted by the Company and the Premium paid

### **COMPREHENSIVE POLICY BENEFITS**

#### I. LIABILITY TO THIRD PARTIES.

The Insured or any person driving the insured Vehicle on the Insured's order or with his permission is indemnified in respect of his legal liability to pay compensation (including Claimant's costs and expenses) for:-

(a) Death of or bodily injury to any person caused by or arising out of the use (including loading and unloading within the limits of any carriageway or thoroughfare) of the Insured Vehicle.

#### AMOUNT OF INDEMNITY UNLIMITED

(b) Damage to property caused by the use (including loading and unloading within the limits of any carriageway or thorovehicle.

## INDEMNITY LIMIT SHS. 100,000 EACH ACCIDENT

LITIGATION EXPENSES. The company pays all law costs and expenses incurred with its written consent.

- 2. DAMAGE TO OR LOSS OF VEHICLE, including Accessories and Spare Parts whilst thereon:-
- (a) By ACCIDENT COLLISION or OVERTURNING
- (b) By COLLISION or OVERTURNING consequent upon mechanical breakdown or wear and tear
- (c) By MALICIOUS ACT
- (d) By FIRE, EXTERNAL EXPLOSION, SELF-IGNITION or LIGHTNING
- (e) By BURGLARY. HOUSEBREAKING or THEFT
- (f) Whilst in TRANSIT by Road, Rail, Inland Waterway, Lift or Elevator

If the Vehicle is disabled by reason of loss or damage covered by the policy the Company will pay the cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained but the liability of the Company shall be limited to 20 percent of the agreed cost of the repairs or shillings five hundred whichever be the less. Repairs may be executed at once if the cost will not exceed Shs.200 and an estimate is obtained at the time and forwarded to the Company.

SUMMARY OF EXCLUSIONS - Consequential loss, wear and tear, depreciation, mechanical or electrical breakdowns, failures or breakages. Damage to lyres unless the Vehicle is damaged at the same time loss or damage arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of Earthquake, Typhoon, Flood, Hurricane, Volcanic Eruption, Invasion, Act of Foreign Enemies, Hostilities or Warlike operations (whether before or after declaration of war), Civil War, Strike, Riot, Civil Commotion, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power. Death of or bodily injury

to any person arising out of and in the course of the employment of such person by the Insured and damage to property conveyed by the Vehicle or in the custody or control of the Insured or any member of his household. Except in the case of a Vehicle which carries passengers for hire or reward, death of or bodily injury to any person being conveyed by the Vehicle unless such person is being conveyed by reason of or in pursuance of a contract of employment. Damage to bridges, weighbridges, roads, or anything beneath, by the weight of the Vehicle or its load or by vibration. Any contractual liability. In case of steam vehicles damage to property by sparks or ashes or arising" out of the explosion of the boiler.

NO CLAIM BONUS - In the event of no claim being made or arising under the Policy during the preceding year of insurance the renewal premium shall be reduced by 10 per cent.

NOTE -Bonus as above will be allowed on insurances transferred from other Insurance Companies or Underwriters. THE POLICY will operate in Kenya. In the event of sale of the Vehicle the Policy can be transferred to an approved new owner or endorsed to cover a substituted Vehicle. If the Vehicle is laid up (otherwise than as the result of toss or damage covered by the Policy) for not less than 8 consecutive weeks, special arrangements may be made for the partial suspension of the Policy from the date when written notice together with the Certificate(s) of Insurance is received by the Company.

VEHICLES WHICH CARRY PASSENGERS FOR HIRE OR REWARD are insured subject to special conditions details of whic application.

MOTOR VEHICLES INSURANCE (THIRD PARTY RISKS) ACT 194S (KENYA)

The Company also issues Policies limited to the cover required by the above legislation at reduced rates.