

PRIVACY NOTICE

INTRODUCTION

Thank you for choosing Old Mutual. Old Mutual (“we”, “us” or “our”), as data controller, respects your privacy and is committed to protecting your personal data and the personal data of third parties that you provide to us. This Privacy Notice is a summary of our Privacy Policy and describes how we collect, use, disclose, transfer, store or otherwise process your personal data and tells you about your privacy rights and how the law protects you. For the full version of the Privacy Policy, please visit oldmutual.co.ke or contact us for a copy.

Personal data means any information relating to you as an identified or identifiable natural person. In order for us to provide the services you have requested from us, it is necessary that we collect and process personal data from you.

THE TYPES OF PERSONAL DATA THAT WE COLLECT

We may collect, use, store, transfer or otherwise process personal data about you or persons connected to you including identification information such as name and national identity card number or passport number, KRA PIN, nationality, gender, contact information such as email address, telephone number and postal address and information relevant to your insurance policy or relevant to your claim such as your health data.

If we require information about other people connected to you, we may request you to provide such information. If you are providing information about another person, please ensure that they know you are doing so and are content with their information being provided to us. It might be helpful to show them this Privacy Notice and our Privacy Policy and direct them to us if they have any concerns.

HOW DO WE COLLECT YOUR PERSONAL DATA?

For most part, we will collect personal data directly from you and this may include personal data you provide when you apply for our products or services, make enquiries, register for our products offered through mobile and online platforms, request marketing information to be sent to you, give us feedback or contact us.

In some instances, we may collect and receive your personal data from third parties or publicly available sources including medical professionals and hospitals; directly from an individual or employer (or your employer’s service provider) who has a policy with us under which you are insured; directly from an employer which funds a cover that we administer where you are a beneficiary; directly from a person who is making a claim or application to us and they include information about you which is related to that claim or application; insurance brokers or agencies; the Government of Kenya’s e-citizen portal, Integrated Population Registration Services platform and other Government platforms; or publicly available sources such as the Companies Registry and the Business Registration Service.

HOW DO WE USE YOUR PERSONAL DATA AND WHAT LEGAL BASIS DO WE HAVE FOR PROCESSING YOUR PERSONAL DATA?

We use your personal data to provide you with our insurance services. In this regard, we rely on the following lawful basis for processing your personal data:

- **Performance of contract:** Including setting up and administering a contract of insurance by providing you with a quote for the insurance policy, underwriting the risks to be insured or processing any claims that might be submitted under the policy;
- **Legal and regulatory obligations:** Compliance with our legal and regulatory obligations such as KYC obligations under different statutes including the Proceeds of Crime and Anti-Money Laundering Act (No.9 of 2009) and the Tax Procedures Act (No. 29 of 2015);
- **Consent:** We will also rely on your consent as a lawful basis for processing your personal data in the instances where we (a) process personal data relating to a child; (b) process sensitive personal data outside Kenya; and (c) provide you with marketing information; and
- **Legitimate interests:** for our legitimate business interests, including prevention and detection of fraud.

In the event that you fail to provide us with your personal data when requested, we may not be able to perform the contract we have or that we wish to enter into with you. In that case, we may have to cancel a product or service you have with us.

You have the right to withdraw your consent to our processing of your personal data at any time but please note, that your withdrawal will not affect the lawfulness of our processing of your personal data which was based on prior consent before your withdrawal or which is based on other legal basis for processing of your personal data. Please further note we may not be able to provide you with our products and services if you withdraw your consent.

WHO DO WE SHARE YOUR PERSONAL DATA WITH?

In connection with the above purposes, we may share your personal data with third parties located within and outside Kenya such as our affiliates, public authorities or governments when required by law, our third-party service providers who help us manage our products and services including those service providers who maintain our IT and office systems, provide marketing and advertising services, provide application processing, fraud monitoring, call center and/or other customer services. In that connection, we will take adequate steps to protect your personal data including entering into agreements with third party recipients of your personal data (as applicable) governing protection of personal data.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. We have also put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

RETENTION AND STORAGE OF YOUR PERSONAL DATA

We will only retain your personal data for as long as may be necessary to fulfil the purpose we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting obligations.

YOUR LEGAL RIGHTS

You have the right to:

- Be informed of the use to which your personal data is to be put as we have endeavoured to outline in this Privacy Notice and our Privacy Policy;
- Request access to your personal data that we hold about you;
- Object to the processing of all or part of your personal data;
- Request correction of inaccurate, false or misleading data that we hold about you; and
- Request deletion of false or misleading data that we hold about you.

CONTACTING US

If you have any concerns about the use of your personal data, questions about this Privacy Notice or our Privacy Policy including any requests to exercise your legal rights under the law, please contact us using the details set out below:

Email address: life@oldmutual.co.ke

Postal address: PO Box 23842 00100, Nairobi, Kenya

Physical address: Old Mutual Tower, Upper Hill Road, Upper Hill, Nairobi, Kenya

Telephone number: +254 711 010 000, +254 711 065 000

We will respond to your questions or concerns in a timely manner and in compliance with the relevant laws.

Old Mutual Life Assurance Kenya Limited
 Old Mutual Tower, Upper Hill Road, Upper Hill, Nairobi | P.O. Box 23842 00100, Nairobi, Kenya
 Tel: +254 711 010 000, +254 711 065 000 | Email: life@oldmutual.co.ke
 oldmutual.co.ke

PROPOSER

First Name(s): _____

Surname: _____

PIN No.: _____

Trade or Business/Occupation _____

Telephone No.: Home: _____ Cellphone: _____ Work: _____

Postal Address: _____

Email: _____

Period of insurance required: From: _____ To: _____

Consent for Processing Sensitive Personal Data Outside Kenya: Sensitive personal data means data revealing your race, health status, ethnic social origin, conscience, belief, genetic data, biometric data, property details, marital status, family details including names of your children, parents, spouse or spouses, sex or your sexual orientation. In some instances, it may be necessary that we process your sensitive personal data outside Kenya in connection of which we are required to obtain your consent. By signing below, you agree that you have read and understood the above Privacy Notice and our Privacy Policy and you hereby authorise us to process your sensitive personal data outside Kenya.

Name _____

Signature _____

Date _____

REGISTRATION NUMBER	MAKE OF CYCLE (AND DETAILS OF SIDE CAR, IF ANY)	CUBIC CAPACITY	YEAR OF MANUFACTURE	FRAME OR ENGINE NUMBER	ESTIMATE PRICE (DUTY FREE)	ESTIMATED VALUE (INCLUDING ACCESSORIES AND SPARE PARTS) DUTY PAID

ALL QUESTIONS MUST BE ANSWERED IN FULL.

DETAILS OF USAGE

1. Will the motorcycle be used:
- 1.1 For social domestic and pleasure purposes only? Yes No
 - 1.2 For business purposes? Yes No
 - 1.2.1 By you only? Yes No
 - 1.2.2 By you and/or other persons or employees? Yes No
 - 1.3 For any other purposes? Yes No
- If so give details.
-
-

2. In whose name is the motorcycle registered? _____

3. Is there any hire purchase interest? Yes No
- If so please give name: _____

4. In which area will this motorcycle be used? _____

5. Where will the motorcycle be kept when not in use?

- 5.1 In a locked garage
- 5.2 On enclosed private property
- 5.3 In the open
- 5.4 Other

Please specify: _____

DETAILS OF PREVIOUS INSURANCE

1. Have you ever held motor or motorcycle Insurance? Yes No
- If "Yes", please give name(s) of previous insurer's.
-

2. Are you entitled to No Claim Discount? Yes No

(No Claim Discount will only be allowed if you can produce written proof from your previous insurer)

3. Has any underwriter ever:
- 3.1 Refused you motor or motorcycle insurance? Yes No
 - 3.2 Cancelled your motor or motorcycle insurance? Yes No
 - 3.3 Imposed special terms for motor or motorcycle insurance, whether at inception or otherwise? Yes No
- If the answer to any question is "Yes", give details.
-
-

DETAILS OF RIDER

This section must be completed in respect of all persons likely to drive the cycle.

Name	Occupation	Age	Length of driving experience with motorcycles. Driving experience is not continuous, or does not include past year, state dates when licence held.	Is driving licence provisional?	Give details of all. Has he/she any physical infirmity, or defective vision or hearing?	Number of accidents convictions of impending procecutions for driving offences. If none, state "None".	Losses during the past 3 years. If none state "None".

DETAILS OF INSURANCE REQUIRED

1. Please issue a policy for:

1.1 Comprehensive Cover

Yes No

1.2 Third party, fire & theft cover

Yes No

1.3 Third Party only

Yes No

EXTENSIONS

2. Please include the following extensions:

The following risks are normally excluded but can be included in the comprehensive Policy at an additional premium.

Riot and Strike Cover

Food, Typhoon, Hurricane, Volcanic Eruption, earthquake and other convulsion of nature.

3. Please issue a policy in the name of the

OTHER INFORMATION

Is there any other material fact within your knowledge regarding this proposal for Insurance which should be submitted to the Company for consideration?

Yes No

If "Yes", give details.

Consent for Marketing Purposes: We would like to use your details to provide you with information about insurance products, services and special offers from us or our affiliates. Please note that if you do not want to receive our marketing information you may opt-out by contacting us at any time.

Please tick the relevant boxes below if you agree to receive marketing information from us:

I consent

I do not consent to receiving marketing information

DECLARATION

I/we confirm that I/we have read your Prospectus overleaf for the policy I/we have selected. I/we warrant that the cycle will not let out on Hire or used for the carriage of passengers for hire or reward. I/we hereby declare and warrant that the above questions and particulars are fully and truthfully answered and that I/we have read them over and that I/we have not withheld or concealed any circumstance affecting the proposed Insurance, and that the motor cycle(s) described above are in good condition. I/we agree that this declaration and the answers above given shall be the basis of the contract between me/us and the Company and I/we agree to accept a policy subject to the conditions prescribed by the Company, and expressed in the policy. I/We confirm that I/we have read and understood the above Privacy Notice and the Privacy Policy and that any queries/concerns I/we have with regard to the nature and purpose of the processing of personal data have been adequately addressed.

Proposer's Signature _____

Date _____

Cover does not commence until the proposal is accepted by the company and the Premium paid. It is an advantage to have all your insurance with one Company.

PROSPECTUS

1. COMPREHENSIVE POLICIES

Section I:

Loss or damage to the cycle and its accessories and spare parts whilst thereon resulting from:

- 1.1 Accidental collision or overturning
- 1.2 Collision or overturning consequent upon mechanical breakdown or wear and tear
- 1.3 Malicious act
- 1.4 Fire, external explosion, self-ignition or lightning
- 1.5 Burglary, housebreaking or theft
- 1.6 Whilst in transit by inland waterway, lift or elevator

The Company will pay the reasonable cost of protection and removal of the cycle to the nearest repairers in consequence of accident causing damage covered by the Policy and of delivery within the country where the loss or damage was sustained but not exceeding in all the reasonable cost of repairs of Kshs. 10 000. Repairs may be executed at once if the cost will not exceed Kshs. 10 000 and an estimate is obtained at the time and forwarded to the Company without delay.

Section II:

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:

- 2.1 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 through fare) of the insured Vehicle: Amount of Indemnity unlimited
- 2.2 Damage to property caused by the use (including loading and unloading within the limits of any carriageway or through fare of the insured Vehicle: Indemnity Limit Kshs. 1 000 000 each accident. The company pays all law costs and expenses incurred with its written consent.

2. THIRD PARTY, FIRE AND THEFT POLICIES

A policy is issued with cover restricted to fire, theft & third party liability.

3. THIRD PARTY ONLY

A policy is issued with cover restricted to that granted by Section II of the Comprehensive Policy above.

EXCLUSIONS

1. General Exclusions

The Company shall not be liable under this Policy in respect of:

- 1.1 Any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area.
- 1.2 Any claim arising of any contractual liability.
- 1.3 Any accident loss damage and/or liability caused sustained or incurred whilst any cycle in respect of or in connection with which insurance is granted under their Policy is:
 - 1.3.1 not being used in accordance with the Limitation as to use or
 - 1.3.2 not being driven by an Authorised Driver
- 1.4 Any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, strike, civil commotion or rebellion, revolution, insurrection, mutiny, military or usurped power or by any direct or indirect consequences of any of the said occurrences. loss or damage to accessories or spare parts by burglary house breaking or theft unless the cycle is stolen at the same time.

2. Special Exclusions

The Company shall not be liable to pay the Excess specified in the schedule following circumstances in addition to any voluntary excess the insured may have selected to bear.

- 2.1 When no claims discount is not allowed (Comprehensive Policies only)
- 2.2 When the cycle is being driven at the time of an event giving rise to a claim by any person under 24 years of age
- 2.3 When the cycle is being driven at the time of an event giving rise to a claim by any person having less than 24 months entitlement to a permanent license to drive the cycle, (i), (ii), (iii) above and any voluntary excess are cumulative.

NO CLAIM DISCOUNT

In the event of no claim being made or arising under the Comprehensive Policy during the preceding year of insurance the renewal premium shall be reduced by 10%.

OPERATION OF POLICY

The Policy will operate in Kenya only. In the event of sale of the Motorcycle the Policy can be transferred to an approved new owner or endorsed to cover a substituted motorcycle, If the motor cycle is laid up (otherwise than as the result of loss or damage covered by the Policy) for any period of not less than eight 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) or Insurance is received by the Company.