Insured Owner Witness Statement Disclosing Absence from the Fire Scene

Educational sample 178 | Nairobi

Educational reconstruction from a reported Kenyan judgment. This is newly drafted text, not an original court filing and not a matter handled by our team. Identifying details are replaced with bracketed fields. Verify the facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE HIGH COURT AT NAIROBI MILIMANI COMMERCIAL AND TAX DIVISION

CAUSE CIVIL SUIT OR APPLICATION NO [correct reference]

[CLAIMANT PLAINTIFF OR APPELLANT] v [RESPONDENT OR DEFENDANT]

WITNESS STATEMENT

1. I am [insured owner]. I owned the drilling machine and arranged insurance through [insurer]. The policy and premium records identified at [pages] are documents from my own dealings. The machine’s identifying details are [complete privately].

2. I did not personally witness the alleged fire at the drilling site. My initial account came from [identify actual informant]. The operator and other site workers are [witness list]. Their own direct evidence is required for events I did not observe.

3. I made or arranged the claim notification and identify the actual report, claim form and repudiation correspondence. A police abstract records reporting; I do not treat it as independent eyewitness proof of cause or proof of every alleged loss.

4. My maintenance knowledge is confined to the records and repairs I can verify. The log recorded overheating. Whether that problem was repaired before the incident must be proved by [existing job card or repair witness], not my uncorroborated recollection.

5. I identify the four business contracts relied on and the steps actually taken to reduce loss. I disclose any failure to seek replacement equipment. No witness account or missing contract is reconstructed as if it existed in the source trial. I am available for cross-examination on this statement.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected party and address].

Use and evidence notes

Use the witness own first-person account, distinguish observed events from information supplied by others and give sequential bundle-page references. ELRC rules 7 and 35 govern witness statements; additional statements require the applicable leave. In civil suits follow the case directions and required witness pack. A statement is not a substitute for expert evidence and remains subject to adoption, document production and cross-examination.

Supporting material schedule: [document date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach only genuine available records and mark missing records accurately.

Source and procedural limits

A borehole operator insured a drilling machine for KSh 8 million for May 2015–May 2016 and alleged a fire during a March 2016 drilling job in Busia. The insurer relied on a mechanical breakdown exclusion. Neither assessor witnessed the event; their later inspections and dealer accounts conflicted. The insured did not call the identified site workers or produce the drilling contract. Maintenance records showed earlier overheating. Claims included KSh 8 million, KSh 23,200 and KSh 38,182,620 business loss.

The High Court dismissed the suit with costs for failure to prove the insured loss. The Court of Appeal upheld that result on 31 July 2026 in Lukiri t/a Triluk Drilling Ltd v Jubilee Insurance Ltd [2026] KECA 1614. Conflicting expert reports were assessed with the whole factual record; an expert opinion did not fill the missing eyewitness and site-contract proof. None of the claimed sums was awarded.

Evidence Act sections 107 and 109 govern the claimant’s initial proof; section 48 concerns expert opinion. An insurer relying on an exclusion must establish its application once the insured makes the required prima facie case. A policy exception for external consequential damage must be read with the exclusion, but neither clause removes the need to prove the incident and causal loss. The source trial was in Nairobi although the incident was in Busia. Establish territorial and monetary jurisdiction in a new suit.

[2020] eKLR — HCCC 447 of 2016 — 23 January 2020. Original judgment: https://sheriahub.com/cases/ke/caselaw/patrick-omondi-lukiri-ta-triluk-drilling-limited-v-jubilee-insurance-company-limited-2020-eklr

The original decision may identify participants. The specimen replaces their identifying details. A source decision is not proof that a draft was filed, that an allegation succeeded, or that the same result will follow in another case.