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ALL RISKS INSURANCE

You are in safe hands

Welcome to your ALL RISKS INSURANCE POLICY

Dear Esteemed Customer,

On behalf of MAYFAIR INSURANCE COMPANY RWANDA Ltd I would like to thank you for choosing us as your insurer.

Our commitment is to the policyholder quality service and suitable insurance products, such as the one you have purchased.

This policy is a document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Remember that we will reward you for being claims free as per the No-Claims Discount Clause.

Yours faithfully,

General Manager / Underwriting Manager.

Mayfair Insurance Company Rwanda Ltd

ALL RISKS INSURANCE POLICY

Policy Number: _____

Period of Insurance: From: _____ To: _____

(Both dates inclusive) And any subsequent period for which the Insured shall pay and the Company shall accept a renewal premium.

IMPORTANT NOTES

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please contact us or write to us and return the document to the Company within 30 days with your suggestions for consideration.
2. Any material change affecting the property Insured by this Policy must be advised to the Company immediately.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company. Prompt reporting of a loss is important for preserving evidence that may be critical in determining admissibility of the claim and amount payable. You shall comply with all the conditions of this Policy. In the event of a claim, you shall provide all facts, information and supporting documentary evidence to enable the Company to process your claim.
4. Feel free to contact us in case of any future insurance needs or questions.
5. This Policy is not transferable.

NOW THIS POLICY WITNESSES that the Company will, subject to the terms of this policy, indemnify the Insured if at any time during the stated Period of Insurance or during any other period for which the Company may accept payment for the renewal of this Policy, any property described in the schedule shall be lost, damaged or destroyed by any accident or any other peril other than specifically excluded;

The Company may at its own option pay for, reinstate, repair or replace such property lost or damaged subject to the limits stated in the Policy Schedule.

DEFINITIONS

All Risks

For purposes of this policy the term ALL RISKS shall mean any cause of loss or damage except for those specifically excluded in the policy

Terms

Terms include conditions, warranties and exceptions of this Policy.

Material Facts

Every information which can influence the Company's decision in accepting the risk and determining the terms.

Excess

The amount the Insured shall bear as the first part of each and every claim made.

EXCEPTIONS

This Policy does not cover;

A. Loss or damage caused by, arising out of or as a result of:

1. Wear, tear and depreciation.
2. Gradual deterioration from whatever cause.

3. Inherent vice or defect.
4. Destruction by fungi, moth, vermin or insects.
5. Any process of cleaning, repair, renovation or restoration.
6. Mechanical or electrical breakdown or derangement unless caused by accidental means external to the property insured.
7. Breakage of articles of a brittle nature (other than jewellery or lenses) unless such breakage be caused by fire or theft and/or by accidental means external to the property insured.
8. Theft by any member of the Insured's household or his employee being involved directly or indirectly as principal or accomplice or with the connivance of the Insured.
9. Consequential loss of any kind.

B. Loss of or damage in respect of;

1. Musical instruments: - breakage of strings, bruising, denting or scratching of woodwork or cracking or splitting of drums.
2. Projectors or glass slides: - damage due to breakage of flash bulbs or tubes.
3. Any loss of property either by disappearance or shortage if such disappearance or shortage is not traceable to any event (unexplained losses) or is only revealed when an inventory/stock take is made.
4. Property whilst being conveyed under a contract of carriage.
5. Property dispatched by any ship or aircraft whilst unaccompanied by the insured or a member of his family or household normally residing with him.
6. Cash, Currency, Bank Notes or Negotiable Instruments.
7. Legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
8. Liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, or in connection with any act of terrorism, regardless of any other cost contributing concurrently or in any other sequence to loss, damage or expense.
9. Loss or damage occasioned by or through or in consequence directly or indirectly ,of any of the following occurrences namely;
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) and civil war.

- b) Abandonment and/or permanent or temporary dispossession resulting from confiscation, seizure, restraint, commandeering, nationalisation, appropriation destruction or requisition by order of any government de jure or de facto or by any lawfully constituted authority.
- c) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion. Revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or siege.

10. The excess amount applicable for each and every loss as stated in the schedule.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the Insured.

CONDITIONS

1. Interpretation

This Policy, the Schedule and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

2. Material Non-Disclosure

If there shall be misstatement, misrepresentation or omission of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any benefits payable under the same shall be forfeited.

3. Reasonable Due Care

The Insured shall take reasonable precautions for the safety of the property Insured.

4. Claims Procedures

On the happening of any event which may give rise to a claim under this Policy the Insured or his representative shall:

- a) Notify the Company of the loss as soon as reasonably practicable.
- b) Submit to the Company in the format required a statement of the event with relevant information and other particulars of the loss including date and circumstances of the event so far as the same is known.

- c) If an article or any part thereof is lost or maliciously damaged the Insured shall immediately report to the Police.
- d) Take all practicable steps to assist in the recovery of the lost property.
- e) Protect any remaining property from further loss or damage.

5. Claims Co-operation Clause

In the event of a claim arising under this policy, the Insured shall co-operate with the Company or its representative and shall provide evidence to support the claim made including proof of loss and ownership.

6. Subrogation

The Company may at its own expense use legal means in the name of the Insured for recovery of any property lost or its value and the Insured shall give all necessary assistance for that purpose. Upon settlement or making good any loss or damage under the Policy the Company shall be entitled to any recovered property.

7. Contribution

If at the time any claim arises under this Policy, there be any other insurance covering the same risk, the Company shall not be liable for more than its proportionate share of such a claim.

ENDORSEMENTS/EXTENSIVE CLAUSES

1. Loss from Vehicles Clause

It is hereby declared and agreed that the Company will not be liable for theft of property from a motor vehicle unless the property stolen is at the time of loss;

- (i) in a locked boot or
- (ii) where the vehicle does not have a lockable boot ,the property is kept out of sight and the vehicle locked and;

Provided such loss or damage results from forcible and violent entry into the vehicle.

2. Pairs and Sets Clause

Where any item forming part of a pair or set is lost or damaged and a matching replacement is unavailable, the Company will pay for the value of the whole set subject to the Insured surrendering the remaining or undamaged item to the Company.

3. Electronic Data Recognition Clause

Section 1

This policy or any endorsement thereto, this Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this reinsurance does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.