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A large green rectangle with a double border (one thin, one thicker) is centered on the page. Inside the rectangle, the text 'CARRIER'S LIABILITY' is on the top line and 'INSURANCE' is on the bottom line, both in white, bold, sans-serif, all-caps font.

**CARRIER'S LIABILITY
INSURANCE**

You are in safe hands

Welcome to your CARRIER'S LIABILITY 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

MAYFAIR INSURANCE COMPANY LIMITED

THE CARRIER'S LIABILITY INSURANCE POLICY 1/01/064/

INSURED:

P.O BOX: _____

LOCATION:

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

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please return the document to the Company with Your advices for necessary rectification.
2. Any material change affecting the property Insured by this Policy must be immediately advised to the Company.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company.
4. This Policy is not transferable unless as provided for under the Policy.
5. Please note that this is a legal liability and not Goods-In-Transit Policy.

CARRIER'S LIABILITY INSURANCE POLICY

THE INSURANCE AGREEMENT

WHEREAS the Insured by a proposal and declaration written application or statement which shall be the basis of this contract has applied to **Mayfair Insurance Company Rwanda Limited** (herein after called the Company) and paid premium as consideration for the insurance herein contained;

NOW THIS POLICY WITNESSES that if at any time during the stated Period of Insurance or any other period for which the Company may accept payment for the renewal of this Policy, then the Company will subject to the terms of this Policy indemnify the Insured in respect of:-

Legal liability for accidental loss of or damage to goods in the custody or control of the insured whilst in transit by road, rail or any other specified means, occurring during the Period of Insurance and within the Territorial Limits specified in the Schedule.

The Company will in addition pay all reasonable costs and expenses necessarily and reasonably incurred by the insured with the Company's written consent arising in connection with any claim under this Policy.

LIMIT OF LIABILITY

The liability of the Company for all compensation payable including costs shall not exceed the limit(s) stated in the Schedule.

DEFINITIONS

Business

The business, trade or occupation of the Insured as stated in the Schedule.

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.

Conveyance

For purposes of this Policy, conveyance shall mean transportation by road, rail or any other means as specified in the Schedule.

Goods

Merchandise, baggage, and chattels of any description other than specifically excluded.

Transit

For purposes of this policy transit shall commence when the goods are being loaded, carried by, and offloaded from the mode of conveyance or whilst temporarily stored for a period not exceeding 3 days in the course of the journey until delivery at the final destination.

The cover commences from the time of loading at the point of origin and expires at discharge point or within 7 days after the arrival of the vehicle at the final destination or expiry of the policy whichever may occur first.

Carrier

A person or entity providing transportation for hire or reward.

Event

Any one occurrence or series of occurrences arising from one source or original cause.

Excess/Deductible

The first amount of each claim or series of claims arising out of one event which the Insured shall bear as stated in the Schedule.

EXCEPTIONS

The Company shall not be liable to make any payment under this Policy in respect of liability arising from:

1. Contract unless such liability would have attached to the Insured in the absence of such a contract.
2. Loss or damage to goods belonging to the insured or to an employee, agent or sub-contractor of the Insured.
3. Carriage of illicit, illegal, contraband or smuggled goods.
4. Illegal sale, conversion or wrongful disposal of goods in the custody or control of the Insured.
5. Willful misconduct of the Insured, theft or dishonesty on the part of the Insured's employees, disappearance of or unexplained inventory shortage.
6. Loss or damage occurring outside the Territorial Limits stated in the Schedule.
7. Defective or inadequate packaging or insulation.
8. Delay, confiscation, detention by custom and other authorities, loss of market, indirect loss or consequential loss arising there from.
9. Damage, destruction and deterioration to goods caused by change in temperature resulting from total or partial breakdown of any refrigeration or cooling equipment unless such breakdown has been caused by an event not excluded from this policy.
10. A motor vehicle being driven by you, or anyone with your permission while the driver is under the influence of alcohol or any other intoxicating substance or drug.
11. Liability caused solely by the electrical or mechanical malfunctioning of the goods;
12. Any 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;
13. Any 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 detention, confiscation, nationalization, requisition or willful destruction of goods by order of 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;

- d) Any 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 cause contributing concurrently or in any other sequence to loss, damage or expense;

For the purposes of this exclusion,

A. "Terrorist Activity" shall mean any deliberate, unlawful act that:

1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

B. Any of the activities listed in section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
2. influence, disrupt or interfere with any government related operations, activities or policies;
3. intimidate, coerce or frighten the general public or any segment of the general public; or
4. disrupt or interfere with a national economy or any segment of a national economy.

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.

14. The amount of excess/deductible stated in the Schedule.

CONDITIONS

1. Interpretation

This Policy and the Schedule and endorsement 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 Disclosure

If there shall be any 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 moneys payable under the same shall be forfeited.

3. Due Reasonable Care

The Insured shall ensure that:

- (i) Security devices fitted in the vehicle(s) are in a proper working condition;
- (ii) The vehicle/s are maintained in an efficient and roadworthy condition;
- (iii) The vehicle shall not carry any load in excess of that which it is authorized and/or constructed to carry;
- (iv) The vehicles are adequate and suitable for the intended purpose. Goods and/or merchandise are protected from loss or damage. Where the vehicle is not an enclosed body type, goods carried are covered with tarpaulin;
- (v) Due care is exercised in the selection of employees;
- (vi) Storage facilities, machinery, vehicles and their accessories are in sound and proper order and fit for the intended purposes;
- (vii) That all statutory requirements, bye-laws and regulations imposed by any public authority are adhered to;
- (viii) In the event of a loss, the owner of the goods is notified as soon as reasonably practicable and all reasonable measures are taken for purposes of averting or minimizing the loss, damage or destruction;

(ix) All rights against other bailees or third parties are properly preserved and exercised.

4. Subcontractors

Where the Insured engages a subcontractor, such subcontractor shall as though he were the Insured observe, fulfill and be subject to the terms conditions exceptions and limitations of the policy insofar as they apply.

5. Maintenance of Records

The insured shall maintain a record of the nature and condition of the goods at the time of receipt and delivery.

6. Right of inspection

At the request of the Company, the Insured shall permit the authorized representatives of the Company to inspect records pertaining to all contracts of carriage issued.

7. Claims Procedures

On the happening of any event which may give rise to a claim under this policy the insured shall;

- (a) Immediately and in any case not later than 7 days notify the Company of any such event, claim, impending prosecution or proceedings as soon as the Insured or his representative shall have knowledge of the same.
- (b) Where the loss involves theft, attempted theft, malicious damage or disappearance, the Insured shall give immediate notice to the police.
- (c) In respect of any claim for which the Company may be liable under this policy the Insured shall not make any admission of liability or promise of payment without the Company's written consent and shall forward to the Company immediately upon receipt every letter, claim, writ and summons.

8. Claims Co-operation Clause

a) The Insured shall;

- (i) Facilitate the authorized representatives or agents of the Company to access the goods and /or the scene of the incident as may be reasonably practicable.
- (ii) Furnish full information, documents and evidence to the Company to substantiate the claim.

9. Rights of the Company after a loss

The Company may take over and conduct in the name of the Insured the defence or settlement of the claim and present in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

No admission, statement or promise of payment or indemnity shall be made by the insured without the written consent of the Company.

Upon making such payment, the Company shall be under no further liability under the policy in connection with such claim(s) except for legal costs and expenses;

- a) Recoverable from the Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or
- b) Incurred by the Insured with the company's written consent, prior to the date of such payment.

10. Contribution

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

11. Subrogation

Upon accepting to settle any claim under this policy the Company may assume the Insured's right of recovery and may at its own expense use legal means in the name of the Insured for the purpose of such recovery.

12. Fraudulent Claims

If the Insured or his representative makes a claim knowing the same to be fraudulent, the claim shall not be payable. The Company may in addition refer the matter to the relevant law enforcement authorities.

13. Communication

Every written communication to the Insured shall be sent to the Insured's last known address or delivered personally.

Notices and information to the Company must be in writing and sent to the registered office of the Company or its branch office.

14. Alteration

The Insured shall notify the Company in writing if the circumstances in which the insurance was entered into be materially altered and/or the risk of loss increased.

Unless such alteration is declared to the Company and its written consent to continue the insurance be obtained, the Company shall not be liable for any losses arising due to any such alteration.

No alteration in the terms of this policy shall be valid unless the same are signed by an authorized representative of the Company.

15. Transfer of rights

Nothing contained in this Policy shall unless expressly stated give rights against the Company to any person other than the Insured, his executors or administrators, and the Company will not be bound by any passing of the interest otherwise than by death or operation of Law unless and until the Company shall by endorsement declare the insurance to be continued.

16. Cancellation

This Policy may be cancelled at any time at the request of the Insured in which case the Company will retain a premium calculated on pro rata basis for the time this Policy has been in force and provided no claim has arisen during the current Period of Insurance.

This Policy may also be cancelled at the option of the Company on fourteen (14) days notice being given in writing to the Insured, in which case the Company shall be liable to return a proportionate part of the premium for the unexpired term of the Policy from the date of such cancellation.

17. Due observance

Compliance, observance and fulfillment of the terms of this Policy by the Insured shall be a condition precedent to any liability attaching under this Policy.

18. Premium Adjustment

Whenever the premium charged on this policy is based on estimates of turnover, the Insured shall supply the Company within one month of expiry of each Period of Insurance with an accurate statement of turnover (expressed in Kenya shillings) during the preceding Period of Insurance and if the amount shall vary from the amount upon which premium has been paid the premium shall be adjusted accordingly and the difference paid by or allowed to the Insured as the case may be, subject to the Company retaining a minimum of not less than 75% of the deposit premium for any one Period of Insurance.

Should the Insured fail to supply such a declaration within one month of the expiry of the Period of Insurance, the Company shall be entitled to charge additional premium in respect of the expired period of insurance and in any case not less than 25% of the deposit/provisional premium.

19. 19. Dispute Resolution

- a) For any disputes arising out of this Policy the Insured shall endeavour to resolve the matter by negotiation with the Company.
- b) Any disputes or issues not resolved by negotiation 30 days after the dispute arising may be resolved through a sole mediator jointly appointed by the parties in writing.
- c) Disputes that remain unresolved 60 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed either by the parties in writing or, in the absence of an agreement on the choice of arbitrator, by the National Insurance Commission of Rwanda upon the request of any of the parties.

20. 20. Jurisdiction Clause

The indemnity provided by this Policy shall apply only in respect of judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Rwanda.

21. PREMIUM PAYMENT WARRANTY

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity provided by this policy will only apply on payment of full premium to the Company in accordance with the provisions of the National Bank of Rwanda on premium payments failure to which cover lapses.

Subject otherwise to the terms conditions limitations and exceptions of the policy.

22. ELECTRONIC DATE RECOGNITION CLAUSE

Section 1

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, program 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.

23. TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Insured.

24. ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this Policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of, resulting from, or in consequence of, or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity, provided that the loss or the losses are caused or contributed by the hazardous nature of asbestos.

	<ul style="list-style-type: none"> e. Willful misconduct of the Insured, theft or dishonesty on the part of the Insured's employees, disappearance of or unexplained inventory shortage. f. Defective or inadequate packaging or insulation. g. Delay, confiscation, detention by custom and other authorities, loss of market, indirect loss or consequential loss arising there from. h. Damage, destruction and deterioration to goods caused by change in temperature resulting from total or partial breakdown of any refrigeration or cooling equipment unless such breakdown has been caused by an event not excluded from this policy. i. A motor vehicle being driven by you, or anyone with your permission while the driver is under the influence of alcohol or any other intoxicating substance or drug. j. Liability caused solely by the electrical or mechanical malfunctioning of the goods; <p>All Exclusions are detailed in the terms and conditions. This list is not exhaustive.</p>
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The Terms and conditions of your policy can be changed at any time, either by directly contacting us. Please note that any change of the policy is only in place and valid once formally confirmed to you in writing.

I,, confirm full understanding of my insurance cover and confirm I am willing to enter into contract with the above terms and conditions.

Date: TBA

Signature:

Signed at Kigali;

on the TBA

for and on behalf of Mayfair Insurance Company Limited