



**KIGALI HEIGHTS • Ground Floor • KG 7 Ave, Kigali •
P.O. Box 1380 KIGALI-RWANDA •
TIN 105307941, Telephone: +250788381844 •
Email: info@mayfair.co.rw**

Domestic Package Insurance Policy

You are in safe hands

Welcome to your Domestic Package 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

DOMESTIC PACKAGE INSURANCE POLCY

Policy Number: 030/01/P/0001/20

Period of Insurance: From: TBA To: TBA

(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. This Policy is not transferable.

MAYFAIR INSURANCE COMPANY LIMITED (Hereinafter called 'the Insurer')

In Consideration of the payment and acceptance of the first premium for the insurance hereinafter contained

This policy witnesses that in respect of the Perils occurring during the Period of Insurance or in any subsequent period for which the insured shall pay and the Insurer shall agree to accept a renewal premium and subject to the terms exceptions and conditions herein or endorsed hereon the insurer will indemnify the Insured as hereinafter provided.

The proposal and declaration made by the Insured is the basis of and forms part of this contract.

INSURED VALUE

The Insured declares that the sum insured will be maintained as follows:

Under the Buildings Section:

The full replacement value of the Property Insured.

Under the Contents Section:

The full value of the Property Insured calculated in the same manner as for settlement of claims as described

Under Basis of Settlement below:

The liability of the Insured under Sections A and B in respect of loss or damage occurring during any one Period of Insurance shall be limited to the Sum Insured on each item of the Property Insured under the respective Sections except where otherwise stated.

BASIS OF SETTLEMENT

The basis of the settlement of claims under the sections

Under the Building Section:

The full replacement value.

The Insurer may at its option make payment, reinstate or repair the property damaged or destroyed.

Under the Contents Section:

The full replacement value less a reasonable deduction for wear and tear and depreciation.

The Insurer may at its option make payment, reinstate or repair the property damaged, stolen or destroyed.

Definitions

You will find the following words or phrases in this policy and wherever they appear will have the meaning described below:

Buildings

The residential premises including but not limited to landlords fixtures and fittings and the following , in so far as they form part of property; walls, gates, fences, terraces, patios, drives, paths,

carports, garages and outbuildings.

Contents

Household goods, personal effects, including but not limited to valuables, furniture, fixtures and fittings (including interior decorations) all belonging to the insured or a member of his household.

Domestic staff

A person employed by the insured to carry out domestic duties associated with the residential premises.

Home

The private dwelling used for domestic purposes only, all at the situation of premises shown in the schedule.

Members of the insured's household

Persons normally residing in the premises described in the schedule.

Unoccupied

Under the building section: A private dwelling that has been left uninhabited for more than 30 consecutive days.

Under the contents section: A home that has been left uninhabited for more than 7 consecutive days.

Valuables

Articles of value including but not limited to jewelry, metals, watches photographic equipment binoculars, paintings and other works of art, radio, televisions, other audio and or/computer equipment, collections of stamps, coins and medals.

Outbuildings
not form part

Servants 'quarters, garages sheds and any other buildings which do of the main building but are used for domestic purposes.

Personal Effects

deemed to

Whenever the term Personal Effects is used in this Policy it shall be

mean:

- (1) Clothing
- (2) Luggage containers and briefcases
- (3) Jewelry, trinkets and toilet requisites
- (4) Other items of strictly personal nature generally worn used or carried

Excess

The amount the insured must bear as first part of every claim made.

We, Us, Company

MAYFAIR Insurance Company Rwanda Ltd.

You, Your

The insured named in the Schedule.

Your business

Your occupation as described in the Schedule.

This Policy and the Schedule are based on the information you have provided.

Section A: BUILDINGS

PROPERTY INSURED

The residence being a private dwelling house or private flat shown in the Schedule including domestic outbuildings (hereinafter referred to as "The Buildings") Landlords fixtures and fittings, walls, gates and fences all on the same premises. Unless otherwise stated The Buildings are built of brick stones or concrete with slate tile concrete asbestos or metal roofs. The Insured will be indemnified against damage to the Property Insured caused by the following Perils:

- (1) **FIRE, LIGHTNING, THUNDERBOLT, EARTHQUAKE or VOLCANIC ERUPTION** (including Flood or Overflow of the sea occasioned thereby) or Underground Fire, Subsidence or landslip.
- (2) **EXPLOSION**
- (3) **RIOT, STRIKE and CIVIL COMMOTION** which for the purpose of this Policy shall mean:-
 - (a) The act of any person taking part together with others in any disturbance of public peace (whether in connection with a strike or lock-out or not) not being an excluded peril contained in the exceptions hereto.
 - (b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequence of any such disturbance.
 - (c) The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
- (4) **AIRCRAFT or OTHER AERIAL DEVICE** or any article dropped there from.
- (5) **BURSTING or OVERFLOWING** OR ESCAPE OF WATER FROM a Water Tanks, Apparatus or Pipe, Excluding:
 - (a) Damage to the items themselves unless an insured cause or cover is operative.
 - (b) Loss or damage whilst The Buildings are left unoccupied for more than 30 days or/and unfurnished.
- (6) **THEFT**
 - (i) Theft accompanied by actual forcible and violent breaking into or out of the buildings or any attempt thereat
 - (ii) Theft in any other circumstances but excluding;
 - Theft whilst the buildings or any part thereof are leased, let or sub-let
 - Theft from any outbuilding not directly communicating with the private dwelling house or private flat mentioned in the Schedule or from any verandah thereto
 - Theft occurring whilst the Insured's private dwelling house has been left unoccupied for more than 7 consecutive days. The premises shall not be deemed occupied where a person only inhabits servants 'quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied or/and unfurnished premises.
- (7) **IMPACT WITH THE BUILDINGS** by (a) any road vehicle or animal not belonging to the Insured or any member of his family normally residing with him, (b) falling trees, or branches but excluding loss or

damage caused during three felling or lopping by the Insured and (c) aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles and pylons.

(8) MALICIOUS DAMAGE caused by any person other than a member of the Insured's household.

(9) STORM, WIND or TEMPEST (including Flood or Overflow of the Sea occasioned thereby) excluding:-

- (a) Damage caused by Subsidence or Landslip;
- (b) Damage caused by Storm or Tempest as regards to any of The Buildings in course of construction, reconstruction or repair (unless all outside doors, windows and other openings are complete and protected against such perils);
- (c) Damage to awnings, blinds, signs, external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.

(10) ADDITIONAL EXPENSES OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT

In the event of The Buildings being rendered uninhabitable by any of the Perils specified above the Insurer will indemnify the Insured against:-

- (a) Reasonable additional expenses for alternative accommodation.
- (b) loss of rent payable to the Insured actually incurred by the Insured during the period necessary for the reinstatement of The Buildings;
- (c) PROVIDED THAT the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured unless a specific amount is insured for the extension.

Exceptions Relating to Buildings

The Insurer shall not be liable in respect of:-

- A. Fire, Explosion, Malicious Damage, Riot and strike, any accident, loss, damage, expense, liability occasioned by or through or in consequence directly or indirectly of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
- B. In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.
- B. Except as provided for under Riot, Strike, and Civil common cover Peril (3) above, any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Buildings or the contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which The Buildings are situated.
- C. Consequential loss of any kind except additional expense of alternative accommodation or loss of rent as provided in as provided in Contingency 10.

Special Condition

If the property hereby insured shall, at any time of replacement, be collectively of greater replacement value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

Section B: CONTENTS

Property Insured

The contents of the residence being a private dwelling house or private flat shown in the Schedule consisting of Furniture, Household Goods and Personal Effects of every description (except as after mentioned) the property of the Insured or any member of his family normally residing with him and Fixtures and Fittings of the Insured's own or for which he is legally responsible not being Landlord's fixtures and fittings.

No one article (furniture, household appliances, pianos and organs excepted) shall be deemed of greater value than 5% of the Total Sum insured on the contents unless such article is specifically insured.

The total value of platinum, gold and silver articles, jewelry and furs shall not exceed ONE THIRD of the Total Sum Insured on Contents unless specially agreed hereon.

The Insured will be indemnified against loss of or damage to the property insured caused by the following:

(1) FIRE, LIGHTNING, THUNDERBOLT, EARTHQUAKE or VOLCANIC ERUPTION (including Flood or Overflow of the sea occasioned thereby) or Underground Fire, Subsidence or landslip.

(2) EXPLOSION

(3) RIOT, STRIKE and CIVIL COMMOTION which for the purpose of this Policy shall mean:-

- (a) The act of any person taking part together with others in any disturbance of public peace (whether in connection with a strike or lock-out or not) not being an excluded peril contained in the exceptions hereto.
- (b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequence of any such disturbance.
- (c) The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

(4) AIRCRAFT or OTHER AERIAL DEVICE or any article dropped there from.

(5) BURSTING or OVERFLOWING OR ESCAPE OF WATER FROM a Water Tanks, Apparatus or Pipe, Excluding:

- (a) Damage to the items themselves unless an insured cause or cover is operative.
- (b) Loss or damage whilst The Buildings are left unoccupied for more than 30 days or/and unfurnished.

(6) THEFT :

- (a) Theft accompanied by actual forcible and violent breaking into or out of the buildings or any attempt thereat;
- (b) Theft in any other circumstances but excluding;
 - Theft whilst the buildings or any part thereof are leased, let or sub-let
 - Theft from any outbuilding not directly communicating with the private dwelling house or private flat mentioned in the Schedule or from any verandah thereto
 - Theft occurring whilst the Insured's private dwelling house has been left unoccupied for more than 7 consecutive days. The premises shall not be deemed occupied where a person only

inhabits servants 'quarters or non-communicating buildings except where a watchman has been employed to continually guard the unoccupied or/and unfurnished premises.

- (7) **IMPACT TO THE CONTENTS BY** by (a) any road vehicle or animal not belonging to the Insured or any member of his family normally residing with him, (b) falling trees, or branches but excluding loss or damage caused during three felling or lopping by the Insured and (c) aerials, aerial fittings or masts, satellite dishes, lamp posts, electric or overhead cables, telegraph poles and pylons.
- (8) **MALICIOUS DAMAGE caused by any person other than a member of the Insured's household.**
- (9) **STORM, WIND or TEMPEST** (including Flood or Overflow of the Sea occasioned thereby)

Property not Insured.

- (1) Property more specifically insured.
- (2) Deeds, bonds, bills of exchange, promissory notes, cheques, travellers cheques, securities for money, stamps, documents of any kind, cash, currency notes, manuscripts, medals, coins, motor vehicles, accessories and livestock unless specially mentioned herein.
- (3) Any part of the structure or ceiling of The Buildings, wallpapers and the like or external television, radio antennae, aerial fittings, masts and towers.
- (4) Property outside the territorial limits.

Extensions under section B (Contents)

(1) LOSS OF OR DAMAGE TO BUILDINGS AND LANDLORD'S FIXTURES AND FITTINGS

This Policy extends to insure against loss of or damage to The Buildings mentioned in the Schedule and/or Landlords Fixtures and Fittings therein for which the Insured is legally responsible as tenant and not as owner (but only if the private dwelling house or private flat mentioned in the Schedule be furnished and occupied) directly caused by Storm or Tempest (but excluding destruction or damage caused by Subsidence or Landslip), Bursting or Overflowing of Water Tank, Apparatus or Pipes, Theft accompanied by actual forcible and violent breaking into or out of The Buildings or any attempt thereat.

(2) TEMPORARY REMOVAL

This Policy extends to cover the contents specified in the Schedule if they are not otherwise insured within territorial limits.

- (a) AGAINST THE PERILS SET OUT ABOVE whilst
 - (i) in any Private Residence, Hotel, Inn, Boarding House, Club, Nursing Home or Hospital in which the Insured or any member of the Insured's family normally residing with the Insured may be temporarily residing at the time of Loss or Damage.
 - (ii) deposited for Safe Custody in any Bank or Safe Deposit.
- (b) AGAINST THE PERILS OF FIRE, LIGHTNING, EXPLOSION AND THEFT accompanied by actual Forcible and Violent breaking into or out of The Buildings or any attempt thereat, whilst.
 - (i) in any Laundry or other trade premises for the purpose of making up, renovation, repair, cleaning or dyeing or whilst in any furniture depository.
 - (ii) in any office, business or trade premises where the Insured or any member of the Insured's family normally residing with the Insured is employed.

- (c) AGAINST THE PERILS OF FIRE, LIGHTNING and EXPLOSION whilst temporarily elsewhere

The Insurer's liability under each of the Extensions (b) and (c) above shall be limited to 15% of the Total Sums Insured as stated in the Schedule.

(3) ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT

In the event of The Buildings being rendered uninhabitable by any of the Perils specified above, this Policy extends to indemnify the Insured against:-

- (a) Reasonable additional expenses for alternative accommodation
- (b) loss of rent payable by the Insured actually incurred by the Insured during the period necessary for the reinstatement of The Buildings PROVIDED THAT the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured.

Exceptions Relating to Contents

The Insurer shall not be liable in respect of:

- A. As regards Perils (2) and (3) above, any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, Liability or bodily injury is covered be shall upon the Insured.

- B. Except as provided for under Peril (3) above, any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to The Buildings or the contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which The Buildings are situated.
- C. Consequential loss or damage of any kind except as provided in Extension No.3.

Special Condition

If the property hereby insured shall, at the time of any loss, be collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

Section C: ALL RISKS

The Insurer agrees, subject to the terms contained herein or endorsed hereon, to indemnify the Insured against loss or damage to the Property Insured as shown in the schedule by any cause (other than as stated in the Exceptions) occurring during the Period of Insurance.

The insurer may at its option repair, reinstate or replace any such Property lost or damaged or may pay in cash the amount of the loss or damage.

Provided that the liability of the Insurer under this Section for loss or damage occurring during any one Period of Insurance shall not exceed the Sum Insured on each item of the Property Insured under this Section or in the whole the Total Sum Insured hereby.

Exceptions Relating to section C: All Risks

The Insurer will not be liable under this Section for:

- A. Loss or damage
 - (a) Arising from wear and tear, depreciation, gradual deterioration, insects, moth, vermin, inherent vice, rust or atmospheric conditions.
 - (b) Arising from electrical or mechanical breakdown, faulty manipulation or mechanical defects
 - (c) To the Property Insured caused by its undergoing any process involving the application of heat or the actual process of dyeing, cleaning, repair, renovation or alteration.
 - (d) Occurring outside the Territorial Limits.
 - (e) due to theft or attempted theft by any relative of the Insured or loss or damage occasioned through the willful act of the Insured or any relative or the willful act of any other person with the connivance of the Insured or any relative.
 - (f) To property in transit unless accompanied by the Insured or any member of his family or household normally residing with him.
- B. Breakage of glass (other than lenses) or other articles of a brittle nature (other than jewelry) unless breakage is caused by fire or theft.
- C. Theft of any property insured from motor vehicles unless the property stolen is contained at the time of the loss, in a locked boot or locked locker forming an integral part of the vehicle.
- D. Damage to or scratching of lenses or prisms unless other damage to the property is sustained at the same time.
- E. Loss of cash, currency, bank notes or securities of any kind.
- F. Consequential loss of any kind or description.
- G. Loss or damage due to or arising out of delay, confiscation or detention by Customs or other Officials or Authorities.

Special Condition

Wherever an item of Property Insured described in the Schedule is stated to be subject to Average clause, if the Property hereby insured shall, in the event of loss or damage, be of greater value than the Sum Insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly.

Section D: Domestic Servant Work Injury Benefit

IN THE EVENT OF ANY DOMESTIC SERVANT for whom premium has been paid sustaining, during the currency of the Policy, personal injury or disease arising out of and in the course of his employment by the Insured in connection with the Insured's house, garden, stable or motor cars and the Insured being liable to pay compensation for such an injury or disease-

Benefits (Any One Employee)

Death	Rwf 3,000,000.00
Permanent Total Disability	Rwf 3,000,000.00
Medical Expenses	Actual expenses incurred but limited to Rwf 300,000.00
Funeral Expenses	Rwf 300,000.00

EMPLOYER'S LIABILITY COVER

Then subject to the exceptions, limitations and conditions contained herein or endorsed hereon, the Insurer will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation as set out below:

LIMITS OF COVER

Any one person	Rwf	2,000,000.00
Any one occurrence	Rwf	4,000,000.00
Any one year	Rwf	6,000,000.00

The Insurer agrees in terms of and subject to the limitations of this Section to indemnify any member of the Insured's household normally residing with the Insured (or in the event of the death of any person entitled to indemnity under this part of the Policy his personal representatives) providing that such person shall as though he were the Insured observe, fulfill and be subject to the Terms of the Policy in this Section so far as they can apply.

Exceptions Relating to Workmen's Compensation

The Insurer shall not be liable under this Section in respect of:-

- A. Any liability to the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- B. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

Section E: Owner's liability

Subject to the terms and conditions and exceptions of this Policy the Insurer will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages arising from and in connection with:

- (1) Accidental bodily injury (including illness) to any person other than a member of the Insured's family or household or a person in his service at the time of the occurrence giving rise to the injury or

- (2) Accidental loss of or damage to property not belonging to or in the custody or control of the Insured or of a member of his family or household or a person in his service occurring on or about the Premises during the currency for which the Insured may be legally liable as owner (not as occupier) of the said premises for any one claim or series of claims arising out of one event) excluding any liability arising from:
- (a) Any business or profession or the use of lifts, hoists or vehicles
 - (b) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

In addition, in respect of a claim to which the indemnity expressed in this item applies, the Insurer will pay:-

- (a) All costs and expenses recovered by any claimant from the Insured
- (b) All costs and expenses incurred with the written consent of the Insurer

In the event of the death of the Insured, the Insurer will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of the Policy in this Section so far as they can apply.

For the purpose of this Section, the expression 'the Insured' shall be deemed to include the husband or wife of the Insured.

Section F: Occupier's and Personal Liability

Subject to the terms and conditions and exceptions of this Policy the Insurer will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages arising from or in connection with:-

- (1) Accidental bodily injury (including illness) to any person other than a member of the Insured's family or household or a person in his service at the time of the occurrence giving rise to the injury, or
- (2) Accidental loss of or damage to property not belonging to or in the custody or control of the Insured or of a member of his family or household or a person in his service occurring during the currency of the Policy anywhere in Rwanda, Kenya and Uganda for which the Insured may be legally liable, for any one claim or series of claims arising out of one event or during anyone period of insurance excluding claims arising from:-
 - (a) Sports involving the use of mechanical power or from the possession or use of vehicles (other than pedal cycles, perambulators and children's toys) motor cycles, aircraft locomotives, boats (other than hand-propelled craft), animals (other than domestic dogs, cats and horses) or firearms.
 - (b) Any business trade or profession or the ownership or occupation of any land or building (other than the occupation of a private dwelling house as a tenant but not as an owner).
 - (c) Any agreement entered into by the Insured unless liability would have attached to the Insured in the absence of the agreement
 - (d) The use of any lifts, hoists or vehicles.

In addition, the Insurer will pay all costs and expenses recovered from the Insured by any claimant and/or incurred with the written consent of the Insurer in resisting any claim.

The Insurer agrees in terms of and subject to the limitations of this Section to indemnify any member of the Insured's household normally residing with the Insured (or in the event of the death of any person entitled to indemnity under this part of the Policy, his personal representatives) provided that such person shall as though he were the Insured observe, fulfill and be subject to the Terms of the Policy in this Section so far as they can apply.

General Exceptions Applicable to All Contingencies Covered by the Policy

The Insurer shall not be liable in respect of:-

1. Any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of:
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - (b) Acts of Terrorism
 - (c) Mutiny, civil commotions assuming the proportions of or amounting to a popular rising, military rising insurrection, rebellion, revolution, military or usurped power
 - (d) as regards Perils (2) and (3) above of section A and B above, any act of any person on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.

2. Except as provided for under Peril No.3 of Section A and B, any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage by order of the Government de jure or de facto or any public, municipal or local authority.
3. Any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (a) Nuclear weapons material;
 - (b) Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this Exception, combustion shall include any self sustaining process of nuclear fission.
4. Loss or damage directly occasioned by pressure waves caused by aircrafts and other aerial devices travelling at sonic or super sonic speeds.
5. (a) Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Rwanda
(b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in territorial limits.

General Conditions of the Policy

- A. **INTERPRETATION:** This Policy and the Schedule shall be read together 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.
- B. **MATERIAL DISCLOSURE** If there shall be any misrepresentation, or non-disclosure of a material fact supplied by the insured on the proposal or declaration or otherwise this Policy shall be null and void. Any changes affecting this insurance including any period when the residence will be left unoccupied must be communicated to the Insurer and alternations endorsed accordingly.
- C. **DUTY OF CARE:** The Insured shall take all reasonable precautions to avoid injury, loss or damage and safeguard all property from loss or damage, and maintain the property in a good state of repair.

- D. **TERRITORIAL COVER:** The indemnity provided under this policy excludes all claims arising from incidents occurring outside the territorial limits determined in the Schedule (unless specifically agreed by the Insurer in writing and the Policy is endorsed accordingly).
- E. **OTHER INSURANCES:** If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there shall be any other insurance in force the Insurer shall not be liable for more than its rateable proportion thereof. Upon the happening of any such loss, damage, expenses or liability, the Insured shall forthwith give notice to the Insurer in writing of all other insurances effected by him or on his behalf covering the property or any part of the property or liability under this policy and no claim shall be payable by the Insurer until such notice shall have been received by them.
- F. **TRANSFER OF RIGHTS/ASSIGNMENT:** Nothing contained herein unless otherwise expressly stated, shall give any rights against the Insurer to any person other than the Insured, his executors or administrators, and the Insurer will not be bound by any passing of the interest otherwise than by death or by operation of law, unless and until the Insurer shall by endorsement declare the Insurance to be continued.
- G. **FRAUDULENT CLAIMS:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain any benefit under this Policy the Insurer shall be under no liability to meet such claim and the Policy shall immediately cease to provide any further protection without the Insured being entitled to any return of premium.
- H. **SUBROGATION:** Every right of the Insured accrued or to accrue will by way of subrogation pass to and absolutely vest in the Insurer to the extent that the loss or damage insured by this Policy may be ultimately made good or diminished thereby.
- I. **DUE OBSERVANCE:** Compliance, observation and fulfillment of the terms of this Policy shall be a condition precedent to liability attaching under this Policy.
- J. **CANCELLATION:** This policy may be cancelled at any time at the request of the Insured in writing to the Insurer and the premium shall be adjusted on the basis of the Insurer receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Insurer by seven days' notice given in writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Insurer receiving or retaining pro rata premium.
- K. **DISPUTE RESOLUTION :**
- For any disputes arise in out of this Policy the parties involved shall endeavor to resolve the matter first by negotiation.
 - The dispute or any issues not resolved by negotiation 15 days after the dispute arising (unless the parties extend that period in writing) may be resolved through sole mediator jointly appointed by the parties in writing.
 - Disputes that remain unresolved 30 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed by the parties in writing or, in the absence of an agreement on the choice of arbitrator, the Rwanda National Insurance Commission will appoint one upon the request of any of the parties.
 - Disputes that remain unresolved 45 days after they arose shall be resolved by a court of competent Jurisdiction in the Republic of Rwanda
- L. **ARBITRATION:** If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two

disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meeting. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained.

- M. **JURISDICTION CLAUSE:** The indemnity under all sections of this Policy shall not apply in respect of judgments which are not in the first delivered by or obtained from a court of competent jurisdiction within the Republic of Rwanda.

Special Conditions Relating to Claims

Applicable after any event which gives rise to or may give rise to a claim under this Policy:-

A. ALL CLAIMS

- (a) The Insured as soon as possible shall give the Insurer full particulars in writing and at his own expense shall provide all certificated information and evidence in the form and as requested by the Insurer.
- (b) The Insured shall give any other assistance that the Insurer may require.

B. PROPERTY CLAIMS

- (a) The Insured shall notify the police immediately of any loss or damage due to theft, malice, riot and strike.

C. LIABILITY CLAIMS

- (a) The Insured immediately on its receipt shall send any letter, claim, writ or summons to the Insurer.
- (b) The Insured immediately he has knowledge shall notify any related prosecution, inquest or fatal injury to the Insurer.
- (c) No one without the written consent of the Insurer shall make any admission, offer or promise of payment.
- (d) The Insurer shall be entitled
 - (i) To conduct and to control fully the defence or settlement of any claim
 - (ii) To prosecute for its own benefit in the name of the Insured or any Insured person any claim for indemnity or damages.

SPECIAL MEMORANDA

The Insurer shall neither be bound to send any notice of a renewal premium becoming due, nor to renew this Policy. The due observance and fulfillment of the terms and conditions of this Policy and of any endorsements hereon so far as they relate to anything to be done or complied with by the Insured or his personal representative and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.

THE POLICY IS SUBJECT TO THE FOLLOWING CLAUSES.

1. PETROL AND MINERAL OIL WARRANTY (HH)

Warranted that during the currency of this Policy no Mineral Oil, Mineral Spirit or Liquid Fuel (vegetable or mineral and by whatever name known) giving off inflammable vapour below 38 degrees Centigrade (100 degrees Fahrenheit) such as Petrol, Naphtha, Benzine, Gasoline or the like) be stored, deposited or kept in any building referred to in this Policy or in any buildings communicating therewith, and that not more than 270 litres (60 Gallons) in all or such maximum quantity as is permitted by the Rules of Local Authority, whichever is less, of Mineral Oil and/or Liquid Fuel giving off inflammable vapour not below 38 degrees Centigrade (100 degrees Fahrenheit) but below 65 degrees Centigrade (150 degrees Fahrenheit) (such as paraffin or the like), be stored, deposited or kept in any building referred to in this Policy and in any buildings communicating therewith.

Notwithstanding anything within stated to the contrary a quantity warranted not exceeding 20 litres in all- of Mineral Spirit by whatever name known giving off inflammable vapour below 38 degrees Centigrade, (100 degrees Fahrenheit) may be stored, deposited or kept in the premises described in the Policy provided the said Mineral Spirit when not in use contained in properly stoppered containers.

2. 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 directive n0 06/2016 of 23/08/2016 on conduct of insurance business in Rwanda.

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

3. ELECTRONIC DATE RECOGNITION CLAUSE (EDRC)

Section 1

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to.

The calculation, comparison, differentiation, sequencing or processing of data 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 Any change, alterations, 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 clause 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 insurance 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

Any date change, including leap year calculations, shall not in and of itself be regarded as an event for the purpose of this insurance.

4. POLLUTION / CONTAMINATION EXCLUSION CLAUSE

This Insurance does not cover any loss from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- pollution or contamination which itself results from a peril insured
- any peril insured against which itself results from a pollution or contamination

This Insurance also excludes any liability in connection with disposed or dumped waste materials or substances.

11. ENDORSEMENTS/WARRANTIES

COST OF DEMOLITIONS AND CLEARING AND ERECTIONS OF HOARDINGS.

The insurance by this Policy is extended to include costs, necessarily incurred by the insured, in respect of the demolition of building and machinery and/or the removal of debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the Property Insured by fire or any other perils hereby insured against, provided that the total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.

MISDESCRIPTION CLAUSE

It is understood that the insurance shall not be prejudiced by any alteration or misdescription of occupancy provided that the insured shall notify the company of any such alterations or misdescription as soon as the same shall come to their knowledge and shall on demand pay an additional premium, if required, from the date of alteration of occupancy.

BREACH OF WARRANTIES

The warranties and special memoranda attached to the policy shall apply to the items concerned individually as if each were insured by a separate Policy. The breach of any warranty or special memorandum shall void this Policy only in respect of the item to which the breach applies and not in respect of the remaining items.

FIRE BRIGADES CLAUSE – Limit RWF 5,000,000/-

It is hereby declared and agreed that:

Following an outbreak of fire at or adjacent to the premises at which the Property Insured is situated the company will reimburse the insured with costs reasonably incurred in preventing, controlling and extinguishing such fire affecting (threatening to affect) the Property insured in circumstances which have (or would have) given rise to a valid claim under this policy;

If any Municipality or local Authority or any other recognized firefighting organization is due empowered to charge the insured, by virtue of their ownership or occupation of the property, with the cost of Fire Brigade services rendered in extinguishing a fire or with costs of water used in such extinguishment, the charges so raised will be reimbursed to the Insured by the Company, Provide that the total amount recoverable under any item of this Policy does not exceed the Sum insured thereby.

EMERGENCY ENTRY

It is hereby declared and agreed that the cover under this Policy extends to cover any damage that may be occasioned when the fire brigade, police or ambulance services are forced to enter the building for an emergency involving the insured or a member of his household.

CONTRACTING PURCHASER

It is hereby declared and agreed that the Insured has entered a contract to sell the insured building the buyer shall have an equitable right and such right shall be implied on the Policy, up to the date completion of the purchase provided that the property is not covered by any other insurance.

RENT PAYABLE CLAUSE

This company will be answerable for payment of the Rent as specified in the Schedule but not in any case exceeding the actual rent payable by the insured to the owner or Landlord of the said Premises in the event of the same being untenantable during the whole term specified in the Schedule consequence of damage or destruction by fire or any peril hereby insured against.

The amount payable under this policy shall be in the proportion which the amount insured bears to the actual Rent of the premises; and, in case of the premises not being untenantable during the whole of the term aforesaid as the company shall be liable to pay to the insured such proportion the amount so payable as aforesaid as the period of time during which the said premises may be untenantable bears to the whole time which would be required by a builder to put the premises into tenantable condition.

DEBRIS REMOVAL PUBLIC AUTHORITY AND CONSULTANCY FEES

It is hereby declared and agreed that cover by this policy extends to include costs and expenses reasonably incurred by the insured as result of damage in:

- a) Removing debris
- b) Dismantling and/or demolishing
- c) Shoring up or propping of the portion or portions of the property and/or
- d) Removing debris of contents of any premises forming part of the property, such contents not being the property of the insured
- e) Architects Surveyors Engineers and legal fees
- f) Any costs expended to comply with Government or Local authority requirements following a valid claim or damage under the Building Cover.

BUILDING UNDER CONSTRUCTION

The company may accept to cover a Building in the course of construction whereby the following clause shall be inserted in the policy:

In consideration of the premium under section A of the Policy being calculated at half the normal rate the insured agrees to insure hereunder, throughout the period of operations on the site, and basis of the total estimated

completed value of the property is greater than the sum insured thereon, then the insured shall bear a proportion of the loss accordingly.

Electrical Clause 1

This Company is expressly declared to be free from liability for loss of or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatsoever cause (lighting included) arising.
 Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected, and not to other machines, apparatus or electrical Installation destroyed or damaged by fire set up by such particular machine, apparatus or electrical installation.

SCHEDULE

Domestic Package Policy Schedule Policy No.: xxxxxx

Insured's Name	TBA	TIN:
Address	TBA	Premium Rwf.
Period of Insurance	From : TBA To : TBA (both days inclusive)	Premium .00 Admin Fees .00 VAT .00
Date of Proposal and Declaration	TBA	Total <u>.00</u>
Situation of Insured Residence	TBA	

(If more than one residence is insured the Policy Terms, Conditions and limitations apply separately to each residence)

RISKS COVERED	AMOUNT OF COVER RWF
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A. BUILDING	
B. CONTENTS	
C. ALL RISKS	
D. WORKMNNEN'S COMPENSATIONS & EMPLOYER'S LIABILITY	
E. OWNER'S LIABILITY	
F. OCCUPIER/OR PERSONAL LIABILITY	

Risks Not Covered	<ol style="list-style-type: none"> 1. Impact by aeroplane and aerial device 2. Spontaneous Combustion 3. Pre-existing damage or ongoing events (prior/during the moment this policy was underwritten) as well as terrorism, political risk, nuclear activity, war, pollution/contamination. Abandonment and/or permanent or temporary dispossession of property, burning of property by order of any public authority are also not covered.
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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.

Done on: TBA

Signature:

Signed for and on behalf of **MAYFAIR INSURANCE COMPANY RWANDA LIMITED**

Date: _____ Signature.....