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EMPLOYERS LIABILITY Insurance Policy

You are in safe hands

Welcome to your EMPLOYERS 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.

Yours faithfully,

General Manager / Underwriting Manager.

Mayfair Insurance Company Rwanda Ltd

EMPLOYERS LIABILITY (COMMON LAW) INSURANCE POLICY

POLICY NO.1/01/113/xxxx/20xx

WHEREAS the Insured carrying on the business described in the schedule and no other for the purpose of this insurance (hereinafter called "The Business") by proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if any employee in the Insured's immediate service shall sustain bodily injury by accident or disease on or after the inception date stated in the schedule arising out of and in the course of his employment by the Insured in the Business and directly related to negligence or breach of common law or statutory duty by the Employer.

THE COMPANY WILL subject to the Jurisdiction Clause and other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) Indemnify the Insured against legal liability under common law for damages and claimant's costs and expenses of litigation and will in addition pay all costs and expenses incurred by the Insured with the Company's written consent.

PROVIDED ALWAYS THAT

- (i) the claim is first made against the Insured and reported to the Company in writing during the period of insurance
- (ii) the liability of the Company for compensation payable to any claimant or any number of claimants including costs and expenses of litigation in respect of or arising out of one occurrence or more than one occurrence attributable to one source or original cause shall not exceed the limit of liability stated in the Schedule hereto, less any benefits paid under the Work Injury Benefits Act insurance policy.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply.

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.

EXCEPTIONS

The Company shall not be liable in respect of:

- (a) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any legislation providing for Work Injury Benefits;
- b) any accidental death or injury occurring outside the normal working hours of the employee;
- (c) the Insured's liability to employees of contractors or sub-contractors to the Insured;

- (d) any liability of the Insured, which attaches by virtue of an agreement which would not have attached in the absence of such agreement;
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (f) any injury by accident or disease sustained outside the Geographical Area by any employee whose contract of service is not made in Rwanda and not subject to the Laws of Rwanda;
- (g) any injury by accident or disease sustained by any employee who is below the age of sixteen (16) years;
- (h) any liability arising out of pre-existing medical conditions unless the same had been declared;
- (i) any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by the Insurer and endorsed in the Policy;
- (j) any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
- (k) The following diseases or by whatever other name they may be referred to:
 - (i) Pneumoconiosis
 - (ii) Asbestosis
 - (iii) Silicosis
 - (iv) Byssinosis
 - (V) Any other disease which may be brought within the provisions of the Work Injury Benefits Act specified in the Second Schedule by exercise of powers conferred by any provision therein;
- (l) any liability of whatsoever nature directly or indirectly caused by or contributed to by arising from:
 - (i) nuclear weapons material
 - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
- (m) any injury caused or contributed to directly or indirectly by the deliberate or willful act of the Insured;
- (n) injury or disease caused by goods supplied or remedial treatment;
- (o) liability in respect of injury, loss or damage caused by or through or in connection with the ownership or possession or use by or behalf of the Insured of any vehicle (or Machine) which is insured for the benefit of the Insured under any form of Motor Vehicle Insurance Policy;
- (p) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) nuclear weapons material
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (q) 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 the loss damage or expense.

for the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy the burden of proving that such a loss, damage or expense is covered shall be upon the insured.

CONDITIONS

1.	Specific Meaning of Words	This Policy and the Schedule 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 specific meaning wherever it may appear.
2.	Conditions Precedent To Company's Liability	The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3.	Notices and Communications	Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4.	Requirement of Insured to observe statutory obligations	The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations in the conduct of the Business.
5.	Notification of all possible occurrences and co-operation by Insured	In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars and in any case not later than seven days. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
6.	Requirement of Insured not to Admit Liability	No admission offer promise or payment shall be made by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name 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 and the Insured shall give all such information and assistance as the Company may require.
7.	Double Insurance	If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
8.	Premium Conditions & Wages Declarations by the Insured	The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance duly certified by the Insured's then auditors within three months from the expiry date of such Period of Insurance. If the amount so paid

		<p>shall differ from the amount on which premium has been paid the difference shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but such refund by the Company shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance. If the Insured shall not have supplied to the Company with the audited account of all wages salaries and other earnings paid within the aforesaid Period, the Company shall be entitled to twenty five (25%) percent additional premium of the deposit paid for that period.</p> <p>The Company will not be bound by any premium receipt unless given on their printed official receipt form. Where this Policy is void or the benefit hereunder is forfeited the premium paid in respect hereof will be retained by the Company.</p> <p>The Insured shall supply a fresh declaration of wages at the commencement of each Period of Insurance.</p>
9	Average Condition	<p>If the schedule of the insured wages and salary differs from the actual wage-roll and the insured has not declared the actual earnings and paid the additional premium the company shall have the right to prorate any payable claim in proportion the rate of under insurance.</p>
10	Alteration of Policy Terms	<p>No alteration in the terms of this Policy and no endorsements hereon or additions hereto shall be valid unless they are made and signed at a registered office of the Company.</p>
11.	Cancellation of Policy	<p>The Company may cancel this policy by sending seven days notice in writing to the insured. The notice shall be deemed to have been received by the Insured if it is delivered by hand to the insured's offices or on completion of transmission if it is sent by telex or facsimile. Where the notice is sent by Post, it will be deemed to have been received after three days with effect from the date of posting to the insured's last known address. In such event the Company will return to the insured the premium paid less the pro rata portion thereof for the period of insurance the policy has been in force (provided no claim has arisen during the period).</p> <p>The policy may be cancelled at any time by the insured and (provided no claim has arisen during the current period of Insurance) the insured shall be entitled to the difference (if any) between the premium paid and premium calculated at the Company's short period rates for the period of Insurance the policy has been in force.</p>
12.	Arbitration of Disputes under this Policy	<p>All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to, arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.</p>

WARRANTIES

A. Records Warranty

WARRANTED that the insured shall at all times keep full and proper records of all employees including details of:

- (i) their full names and national identity card number, passports or any other acceptable form of identity;
- (ii) the date and the time of engagement;
- (iii) their salaries wages or earnings and,

Such records shall be retained for a period of not less than six (6) years as required by the Act.

B. Safety and Health Committees Warranty

It is hereby warranted that the insured shall in accordance with Legal Notice No L.N. 31 of 2004 establish Safety and Health Committees at all workplaces employing twenty or more persons.

It is further warranted that no claim shall be paid unless the Committee authenticates the occurrence of the accident in a report. The report must contain the details of injuries, time and date of accident plus the details of first aid or emergency treatment. The insured must keep proper records of minutes of the Committee meetings and of all accidents and injuries during the currency of the cover.

C. Statutory Requirements

It is hereby warranted that the insured shall comply with all statutory requirements.

D. Transportation of Workers Clause

The indemnity provided by this Policy shall apply to transportation of employees in vehicle(s) owned or hired by the Insured to and from their officially designated places of work and only in the course of their employment and/or (if applicable under the Schedule) to and from social recreational and sporting activities and whilst participating in such activities organised by or on behalf of the Insured.

PROVIDED that such vehicle(s) conform to the requirements of the Traffic Act CAP 403 of the Law(s) of Rwanda.

THE POLICY IS SUBJECT TO THE FOLLOWING CLAUSES:

- 1 Electronic Date Recognition Clause
- 2 Radioactive Exclusion Clause
- 3 Nuclear Causes Exclusion Clause
- 4 Terrorism Exclusion Clause For Contamination And Explosives
- 5 Asbestos Exclusion Clause
- 6 Premium Payment Warranty
- 7 Proposal Form Memorandum
- 8 War, Civil War, Political Risks And Terrorism Exclusion Clause

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Date of Signature of Proposal and Declaration:

Signed at Kigali on For the Company

SPECIMEN ONLY

CLAUSES ATTACHING TO AND FORMING PART OF POLICY NO. 1/01/113/xxxx/20xx

1. DECLARATION CLAUSE

The first and all renewal premiums that may be accepted are to be regulated by the annual wages paid by the insured during the current period of insurance.

If the amount of total annual earnings paid shall differ from the amount on which premium has been based, then the difference shall be met by a further proportionate payment to the Company or by a refund as the case may be.

2. ELECTRONIC DATE RECOGNITION CLAUSE EDRC (B)

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:

any 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 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 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

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.

3. RADIOACTIVE EXCLUSION CLAUSE

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. NUCLEAR CAUSES EXCLUSION CLAUSE

This insurance does not cover legal liability, loss (including consequential loss), damage, cost or expense caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material; nuclear fission or fusion; nuclear radiation; nuclear waste from the use of nuclear fuels or nuclear explosives or any nuclear weapon.

Definitions:

Nuclear material as defined in NMA 1975.

Nuclear fission means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

Nuclear fusion means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

Nuclear radiation means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

Nuclear waste as defined in NMA 1975.

Nuclear fuels means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

Nuclear explosives means an explosive involving the release of energy by nuclear fission or fusion or both.

Nuclear weapon means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

5. TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this insurance 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 insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

6. ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this insurance 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.

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

7. MEMORANDUM

The insured not having completed the Insurer's formal printed proposal for this class of business but having proposed to the insurer by means of Brokers Placing Slip wherever the within policy makes a reference to "Proposal" or "Proposal and Declaration" these terms shall be deemed to include the Insured's said proposal in lieu thereof.

Subject otherwise to the terms, provisos, conditions and exclusions of the policy.

8. 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 Section 156 of the Insurance Act Cap 487 failure to which cover lapses

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

SPECIMEN ONLY