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Fire and Special Perils Insurance Policy

You are in safe hands

Welcome to your Fire and Special Perils 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.

FIRE AND SPECIAL PERILS POLICY

Policy Number: _____

Period of Insurance: From: _____ To: _____

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

IMPORTANT NOTES

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

WHEREAS the Insured named in the Schedule hereto having paid the Company agrees the sum shown as the premium in the said schedule.

NOW THIS POLICY OF INSURANCE WITNESSETH that, subject to the conditions expressed in and endorsed upon this Policy and which are to be taken as part thereof, the Company will in the event of loss or damage by Fire or Lighting happening to the property described in the schedule, or any part thereof, between the date named as the commencing date of this insurance and the date named as expiry date, or midnight of the last day of any subsequent period of which there shall have been paid to and accepted by the Company the sum required for the renewal of this Policy, pay or make good to the Insured the value of the property so destroyed, or the amount of such damage thereto, to an amount not exceeding in respect of each or any of the several items specified in the Schedule the sum set out opposite thereto respectively and not exceeding in any case the amount of the insurable interest therein of the insured at the time of the happening of such Fire or loss or damage by lightning.

The agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the company, nor can their personal property be attached on account of any alleged loss by the insured. If the insured should commence such proceedings against the Agents, it is hereby declared and stipulated that the said insured shall forfeit thereby all claim under this Policy upon the Company for loss or damage sustained, and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

IN WITNESS WHEREOF, this policy has been signed for and on behalf of the Company.

Signed for and on behalf of the Insurers

Manager

DEFINITION –

The word 'DAMAGE', in capital letters, shall mean loss or destruction of or damage to the property used by the Insured at the Premises for the purpose of the business

PERILS:

A. **FIRE** (Whether resulting from explosion or otherwise) excluding

- (a) Earthquake, volcanic eruption or other convulsion of nature
- (b) DAMAGE occasioned by
 - (i) Its own spontaneous fermentation or heating, or
 - (ii) Its undergoing any process involving the application of heat;
- (c) any DAMAGE occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, or the clearing of lands by fire.

LIGHTNING EXPLOSION

- (a) Of boilers
 - or
- (b) Of gas used for domestic purposes only but excluding DAMAGE caused by earthquake, volcanic eruption or other convulsion of nature,

B. **EXPLOSION**

excluding DAMAGE

- (a) To boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or to their contents resulting from their explosion,
- (b) Occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

C. **AIRCRAFT** and other aerial devices and / or articles dropped therefrom.

D. **RIOT, STRIKES, LOCKED - OUT WORKERS:** DAMAGE directly caused by

- (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance;
- (c) The wilful 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;

Excluding

1. DAMAGE occasioned by or through or in consequence, directly or indirectly, of
 - (a) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation;

For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear
 - (b) Civil commotion assuming the proportions of or amounting to a popular rising;
 - (c) The malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the wilful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out;
 - (d) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
2. (a) DAMAGE resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (b) DAMAGE occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (c) DAMAGE occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;

PROVIDED nevertheless that the Company is not relieved under 2 (b) or (c) above of any liability to the insured in respect to physical damage to the Property insured occurring before dispossession or during temporary dispossession.

- E. **MALICIOUS DAMAGE:** DAMAGE to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) other than DAMAGE arising out of theft or any attempt thereat.

The Company is not liable for the Deductible specified in the Schedule, The Deductible applies to each and every loss at each separate location after the application of the Average Condition (Underinsurance).

The cover provided under this peril is subject to the cover under Peril D being in force and to the application of the exclusions under that Peril other than 1 (c).

- F. **EARTHQUAKE OR VOLCANIC ERUPTION**, including flood or overflow of the sea occasioned thereby.

The Company is not liable for the Deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire. The Deductible applies to each and every loss at each separate location as ascertained after the application of the Average Condition (Underinsurance).

- G. **STORM AND TEMPEST** excluding DAMAGE

- (i) Caused by
 - (a) The escape of water from the normal confines of any natural or artificial water course or lake canal or dam or any water tanks apparatus or pipes.
 - (b) Inundation from the sea whether resulting from storm or otherwise
- (ii) Caused by frost, subsidence or landslip
- (iii) To awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and moveable property in the open
- (iv) To premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest

- (v) By water or rain other than by water or rain entering the building through openings made in its fabric by the direct force of the storm or tempest.

The Company is not liable for the Deductible specified in the Schedule. The Deductible applies to each and every loss at each separate location as ascertained after the application of the Average Condition (Underinsurance),

H. STORM, TEMPEST AND FLOOD excluding DAMAGE

- (i) Caused by frost, subsidence or landslip
- (ii) To awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and moveable property in the open
- (iii) To premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest
- (iv) By rain except rain entering the building through openings made in its fabric by the direct force of the storm or tempest
- (v) Resulting from the escape of water from any tank apparatus or pipe.

The Company is not liable for the Deductible specified in the Schedule. The Deductible applies to each and every loss at each separate location as ascertained after the application of the Average Condition (Underinsurance).

I. ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPES excluding

- (i) DAMAGE by water discharge or leaking from an installation of automatic sprinklers
- (ii) DAMAGE in respect of any buildings which is empty or not in use

The Company is not liable for the Deductible specified in the Schedule. The Deductible applies to each and every loss at each separate location as ascertained after the application of the Average Condition (Underinsurance),

J. IMPACT BY ANY ROAD VEHICLE OR ANIMAL

The company is not liable for the Deductible specified in the Schedule in respect of each and every loss arising from DAMAGE by any road vehicle or animal belonging to or under the control of the Insured or any occupier of the premises or their respective employees, as ascertained after the application of the Average Condition (Underinsurance).

K. BUSH FIRE

Damage to the property insured under this policy occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured) shall be deemed to be loss or damage within the meaning of this Policy. Provided that if there shall be any other Fire Insurance on the property under this policy the Company shall be liable only pro-rata with such other Fire insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

L. AIRCRAFT AND OTHER AERIAL DEVICES

M. SUBTERRANEAN FIRE

N. SPONTANEOUS COMBUSTION

Destruction or damage by fire only to the insured's interests caused by its own spontaneous fermentation heating or combustion.

CONDITIONS

Conditions 1: Misdescription

If there be any material misdescription of any of the property hereby insured or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by such misdescription, misrepresentation or omission.

Conditions 2: Premium payment

No payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

Condition 3: Other Insurances

The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

Conditions 4: Cessation of cover

All insurance under this policy:

1. On any building or part of any building,
2. On any property contained in any building,
3. On rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement;
 - a) Of such building or of any part thereof
 - b) Of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof of any property contained therein subject to increased risk of fire or is otherwise material

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the insured.

Conditions 5: Exceptions

1. This insurance does not cover:
 - (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with condition 7(f), or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - The burning of property by order of any public authority;

- Subterranean fire.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
2. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this condition 5 (ii) only combustion shall include any self-sustaining process or nuclear fission.

Conditions 6: Exceptions

This insurance does not cover any loss damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely;

- (a) Earthquake, volcanic eruption, or other convulsion of nature;
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance;
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (d) Mutiny, riot, military or popular 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 state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrence shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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

Conditions 7: Exceptions

Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding Rwf
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds, computer systems records;
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion
- (g) Explosives
- (h) Any loss or damage occasioned by through or in consequences of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this policy.

- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush prairie, pampas or jungle, and clearing of lands by fire.

Conditions 8: Alteration in Risk

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of the loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remain for a period of more than 30 days.
- (c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the insured otherwise than by will or operation of law.

Conditions 9: Cover under Marine Policies

The insurance does not cover any loss or damage to property which, at time of happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or policies had this insurance not been effected.

Condition 10: Cancellation

This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on a thirty (30) days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

GENERAL EXCLUSIONS TO THE PERILS.

This policy does not cover:

1. Unless otherwise expressly stated in the schedule to this Policy :
 - DAMAGE to drains, water courses, boundary walls, gardens walls, retaining walls, gates, posts or fences;
 - DAMAGE to Conservatories, Glasshouse, Greenhouses, Per goats, or the contents thereof;
 - DAMAGE to property contained in any portion of any building described in this Policy not completely enclosed and roofed.
 - Goods in the open.
2. Goods held in trust or on commission, bullion or unset precious stones, money (coined or paper), cheques, securities, obligations, stamps, documents, manuscripts, business books, computer systems, records, patterns,

models, moulds, plans, drawings or designs, explosives, unless specially mentioned as insured by this policy;

3. DAMAGE to the property which, at the time of the happening of such damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been affected;
4. Consequential loss or Damage of any kind or description except loss of rent when such loss is included in the cover under the Policy.
5. DAMAGE to any building, or the contents thereof, if on the happening of any such loss or damage the building was already in a damaged state, defectively, fallen or displaced condition as regards foundations walls, ceilings, gutterings, roofs, doors, windows or roof lights.
6. DAMAGE due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.
7. DAMAGE caused by Subsidence or Landslip.
8. DAMAGE occasioned by or through or in consequence of the action or order of any Government or Public Authority.
9. DAMAGE which at the time of the happening of such loss or damage is insured by or would, but for existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been affected.
10. 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 (lightning included) arising.

Provided that this exclusion 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 the fire set up by such particular machine, apparatus or electrical installation.

11. WAR, CIVIL WAR, POLITICAL RISKS AND TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this insurance does not cover any loss or DAMAGE occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.

Mutiny, civil commotion, 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 state of siege.

Any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or DAMAGE in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 4 above.

Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause iv above.

For the purposes of clauses iv, v and vi, any loss or DAMAGE occasioned directly by a labour disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause iv shall not be excluded.

In any action, suit or other proceeding where the insurer alleges that by reason of these provisions any loss, DAMAGE, cost or expense is not covered by this insurance policy, the burden of proving that such loss, DAMAGE, cost or expense is covered shall be upon the insured.

12. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this insurance does not cover any liability, loss, DAMAGE, cost 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, cost or expense.

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

In any action, suit or other proceeding in which the insurer alleges that by reason of this definition any loss, DAMAGE, cost or expense is not covered by this insurance policy, the burden of proving that such loss, DAMAGE, cost, or expense is covered shall be upon the insured.

13. 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

Biological or chemical contamination

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 organization (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.

14. 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 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 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, program 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, program 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.

15. TRANSMISSION AND DISTRIBUTION LINE EXCLUSION

All transmission and distribution lines, including wires, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations, including substations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to above ground equipment which are more than 150 metres (or 500 feet) from an insured structure.

This exclusion applies both to physical loss or DAMAGE to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.

It is understood and agreed that public utilities extension and/or supplier's extension and/or contingent business interruption coverage's are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

16. POLLUTION / CONTAMINATION EXCLUSION CLAUSE

This insurance excludes any DAMAGE arising from Pollution or Contamination except (unless otherwise excluded) destruction of or DAMAGE to the property insured caused by:

- A. pollution or contamination which itself results from a peril insured against
- B. 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.

17. NUCLEAR ENERGY / RADIOACTIVE EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, 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:

- 1. Any nuclear weapons material;
- 2. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 3. The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 4. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 5. Solely for the purpose of this exclusion, "combustion shall include any self-sustaining process of nuclear fission".

GENERAL PROVISIONS

Contracting Purchaser's Interest

If at the time of DAMAGE the Insured shall have contracted to sell the interest of the Insured in any building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by the purchaser or on behalf of the purchaser) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Insured or Company until completion.

GENERAL CONDITIONS

1. Identification

This Policy and the Schedule and said Specification (which form an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

2. Policy Voidable

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure by the Insured in any material particular by the Insured.

3. Alterations and Removals

Under any of the following circumstances the insurance ceases to attach as regards to the property affected unless the Insured, before the occurrence by endorsement upon the Policy, by or on behalf of the Company:

- (a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the buildings insured or containing the property insured be changed in such a way as to increase the risk of DAMAGE by any of the perils insured;
- (b) if any of the buildings insured or containing the property insured become unoccupied and so remain

for a period of more than 30 days;

- (c) if the property insured is removed to any building or place other than that in which it is herein stated to be insured;
- (d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

3. Cancellation

This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4. Warranties

Every warranty to which the Property Insured or any item thereof, is or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such property or item, provided that whenever this Policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at and time before commencement of such period.

5. Safe and Books Clause

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and stock in hand, and that such books, Accounts and Stock Sheets or Stock Books shall be locked in a fireproof safe or removed to another building at night, and at all times when the premises are not actually open for business.

This Warranty applies separately to each and every business or branch business.

Transfers of goods from one premises to another shall be a business transaction within the meaning of this Warranty. It is further Warranted that said safe shall not contain explosive or other hazardous commodities.

6. Reasonable Precautions

The Insured shall maintain the Property Insured in a Property state of repair and take all reasonable precautions to prevent DAMAGE thereto.

7. 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 Rwanda insurance law and regulations.

8. Cotton kapok sisal warranty

Warranted that during the currency of this Policy no Cotton, Kapok, Sisal or Flax be stored in any building to which this Insurance extends.

9. Hazardous goods storage

It is hereby agreed that a small quantity of Hazardous Goods (subject to such limitation or prohibition as may be imposed by Warranty or otherwise herein or by Official Regulations) may be stored in the building, but it is nevertheless warranted by the Insured that during the currency of this policy, the value of such permitted Hazardous goods shall not exceed 5% of the value of all goods stored therein.

10. Petrol and mineral oil warranty 1

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 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 building or buildings communicating therewith, and that not more than 60 gallons in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, of Mineral Oil and/or Liquid Fuel giving off inflammable vapour not below 100 degrees Fahrenheit but below 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 building or buildings communicating therewith.

11. The following goods are to be deemed hazardous

Acetylene (liquid)	Oils and/or Oil Paints
Barium Sulphide	Paraffin
Benzine	Percussion Caps
Benzoline	Petrol
Bisulphide of Carbon	Petroleum and/or-
Bitumen	its liquid products
Brimstone (sulphur)	Phosphorous
Calcium Carbide	Pitric Acid
Calcium Sulphide	Pitch
Camphine	Potash
Camphor	Potassium
Candles	Sulphide
Cartridges	Rags
Celluloid and Xylonite and other similar substances	Resin
Charcoal (Powdered)	Rockets
Chlorate of Potash	Rock Oil
Chlorate of Soda	Saltpetre
Chloride of Lime	Shoddy
Cinematograph Films (other than safety films)	Sisal Bags and
Coconut and other vegetable oils	Sisal Cloth, other
Coir	than in fully-
Coir Yarn	pressed iron-bound
Copper Sulphide	bales
Copra Cake	Spirit of any kind
Copra meal	not in bottles
Cordite	Straw
Cotton whether in fully-pressed bales or otherwise	Stearine
Crackers	Sulphur Dyes or
Explosives of any kind	Colours
Fireworks	Sulphuric Acid
Fulminating Powder	Tallow
Ghee	(manufactured and
Grasses of all kinds	unmanufactured)
Gunny Bags other than fully- pressed Iron-bound bales	Tar and/or Tared
Gunpowder	Ropes and/or
Hay	Tared Canvas
Hemp.	Turpentine
Hessians, other than fully-pressed iron bound bales	Varnish
Kerosene	Vegetable fibre of
Lampblack	any kind
Lime	Waste of any kind
Matches of any kind	
Mungo	
Naphtha	
Nitrate of Soda Nitric Acid	
Nitro-Glycerine	

CLAIMS CONDITIONS

1. Action by the Insured

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

- (a) Immediately
 - (i) Take steps to minimize the loss or DAMAGE and recover any missing property
 - (ii) Give notice in writing to the Company and
 - (iii) Give notice to the police in the event of deliberate or malicious DAMAGE
- (b) within 30 days or such further time as the in writing allow deliver to the Company
 - (i) A claim in writing for the loss or DAMAGE containing as particular an account as may be reasonably practical of all the several articles or items of property lost and the amount of loss or DAMAGE thereto respectively, having regard to their value at the time of the loss or DAMAGE
 - (ii) Particulars of all other insurance if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies, documents, proofs information with respect to the claim and the origin and cause of the loss or DAMAGE and the circumstances under which the loss or DAMAGE occurred, and any matter touching the liability or the amount of liability the Company may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

2. Forfeiture

- (a) All benefit under the Policy shall be forfeited if any claim made be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured.
- (b) Benefit under the Policy shall also be forfeited in respect of any claim
 - (i) made and rejected if an action or suit be not commenced within twelve months after rejection,
 - or
 - (ii) where arbitration takes place in pursuance of Claims Condition 8 of this Policy and an action or suit be not commenced within twelve months after the arbitrator or a arbitrators or umpire shall have made their award.

3. Reinstatement;

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or DAMAGE, or may join with any other Company or Insurers in so doing, but the Company shall not bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to exceed more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss

or DAMAGE, nor more than the sum insured thereon.

If the Company so elects to repair or replace any such property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall in every such case, only be liable to pay such sums as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

4. Rights of the Company following a claim;

On the happening of DAMAGE in respect of which a claim is made the Company and any person authorized by the Company may without hereby incurring any liability or diminishing any of the Company/s rights under this Policy,

- (a) Enter take or keep possession of the premises where such DAMAGE has occurred
- (b) Take possession of or require to be delivered to the Company any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Company whether taken possession of by the Company or not.

5. Average (Underinsurance)

If the Property Insured, at the time of any DAMAGE, be collectively, of greater value than the sum insured thereon, the Insured shall bear a share of the loss corresponding directly to the proportion of underinsurance. Every item, if more than one, of the policy shall be separately subject to this condition.

6. Contribution

If at the time of any DAMAGE resulting in a loss under this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or part of it, the liability of the Company hereunder shall be limited to its rateable proportion of such DAMAGE.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contribution rateably to the destruction or DAMAGE, the liability of the Company hereunder shall be limited to such proportion of the destruction or DAMAGE as the sum hereby insured bears to the value of the Property.

7. Subrogation

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

8. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference 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 disinterested persons as arbitrators, of whom one

shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse to appoint an arbitrator 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 costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And 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.

9. Limitation of jurisdiction clause

It is hereby agreed by and between the parties that any dispute of claim arising out of or under or in connection with this policy if referable or arbitration will be referred to arbitration only at the place of issue of the policy and if triable by a court of law shall be tried and determined by the court having jurisdiction over the place where this policy has been issued and according to the laws (including procedural and limitation laws) of the country in which the policy is issued. It is further agreed and recorded that any monies payable under or in respect of this policy shall be payable only at the and in local currency of the place where the policy is issued or premium is received.

SPECIFICATION

Forming part of policy

Except as stated, the buildings described are brick, stone or concrete built, roofed with slates, tiles, metal, asbestos or concrete and occupied by the Insured for the purpose of their business the insured or the purpose of their business.

The plain reference is those shown on the Plan of the Premises lodged with the Company. Unless otherwise stated under the column heading location and description, the Property insured under the property Schedule is as follows;

1	Buildings	Buildings, including Landlord’s Fixtures and Fittings therein and thereon
2.	Plant and Machinery	Plant, machinery and Other Contents therein and their, the property of the insured or held by them in trust for which they are responsible excluding property insured under any other item or property more specifically insured
3	Stock	Stock and material in trade, the property of the Insured or held by them in trust or on commission for which they are responsible
4	Rent	Rent of each buildings insured by this Policy in proportion to the sum insured thereon subject to the Rent Clause
5	All Other Miscellaneous Property	Property as described under the heading Location and Description.

For the purpose of determining where necessary the item under which any property is insured, the Company agree to accept the designation under which such property had been entered in the Insured’s books.