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**MARINE HULL INSURANCE**

***Welcome to your MARINE HULL 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***

## **MARINE HULL INSURANCE POLICY**

The assured named in the Schedule attached hereto has applied or has made to MAYFAIR INSURANCE COMPANY RWANDA LIMITED (hereinafter called the "Company") a proposal and declaration in writing which application or proposal or declaration in writing is the basis of this contract and is incorporated herein for the Insurance of the Craft described in the said Schedule (hereinafter called the "Insured Craft").

### **Section I Loss of or damage to the Insured Craft**

The Company will at their option pay for or make good loss of or damage to the Insured Craft, her machinery, gear and equipment whilst within the Republic of Rwanda ashore or afloat or in transit by road or by rail. Provided always that the sum which the Assured can recover under this section is:

- (a) In the event of an actual or constructive total loss, the agreed value of the insured property or
- (b) In the event of a partial loss, the reasonable cost of repairing or reinstating the damaged or lost part of the insured property.

Provided further that in no case shall the company be liable to pay under this Section more than the sum appearing in the schedule attached hereto as the total sum insured under Section I. In ascertaining whether the Craft is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Craft or wreck shall be taken into account.

### **Exclusions**

1. No claim under this section shall be allowed in respect of:

- (a) Loss or damage caused by vermin, wear and tear, deterioration and depreciation from use, pilferage.
- (b) Damage caused by scratching and bruising whilst in transit.
- (c) Loss of or damage to batteries, motors and machinery unless caused by the Craft being immersed as the result of heavy weather, or is caused by the craft being stranded, sunk, burnt on fire or in contact with any external substance other than water or by malicious damage or by assailing thieves or by fire in store ashore.
- (d) Loss by or theft of the outboard motor unless it is securely locked to the Craft by an anti-theft device in addition to its normal method of attachment; or unless caused by forcible entry of the Insured Craft or of locked premises ashore. Warranted that when ashore the outboard motor is stored in locked premises.
- (e) Loss of or damage to sails and protective covers split by the wind or blown away whilst set unless caused by the Craft stranding or coming into collision or in consequence of damage to spars to which sails are bent.
- (f) Repairing or replacing any defective part condemned solely in consequence of a latent defect or error in design or construction.
- (g) Fishing gear.
- (h) Personal effects, consumable stores.

2. No deduction on account of new material replacing old will be made except:

- (a) In respect of sails, protective covers and running rigging.
- (b) In respect of outboard motor(s), whether or not insured by separate valuation under this Policy.

### **Section II Claims by Third Parties**

The Company will reimburse the Assured in respect of claims made by Third Parties and Passengers, but excluding fare-paying passengers, for which the Assured or any other person sailing the Insured Craft with permission of the Assured shall by reason of his interest in the Insured Craft become legally liable to pay and shall pay for death or injury to persons or damage to their property including damage to piers, wharves and jetties and the cost of any attempted or actual raising,

removal or destruction of the wreck of the Insured Craft or any negligent or failure to raise, remove or destroy the same up to the sum appearing in the attached schedule in respect of any one accident (which shall be deemed to include a series of accidents occurring in connection with or arising out of any one event) but unlimited in the aggregate.

In respect of Powered Craft with maximum-designed speed in excess of 17 Knots (20 miles per hour) this section shall extend to include any legal liability to or incurred by any person engaged in water skiing, aquaplaning or similar sport whilst being towed by the Craft or preparing to be towed or after being towed until safely on board the Craft.

But subject always to the limit of indemnity mentioned in the attached schedule. Nevertheless, this extension of cover does not include participation in organized competitive events.

No claim under Section II shall be allowed in respect of:

1. Accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the assured in on or about or in connection with the Insured Craft or any work or repair thereto unless insured otherwise.
2. Accidents arising whilst the Insured Craft is in transit by road or by rail.

Now it is hereby agreed that in consideration of the payment to the Company of the premium for the period of Insurance mentioned in the Schedule attached hereto the Company binds itself to indemnify the Assured as provided herein subject to the exceptions, conditions, limitations, definitions and warranties contained herein or endorsed hereon or affixed hereto such conditions being precedent to the liability of the Company hereunder.

### **General Exceptions**

Notwithstanding anything contained herein to the contrary, this Policy does not cover, unless specially agreed by endorsement of the Policy:

- (1) Claims whilst the Craft is let out on hire or charter or used for other than private pleasure purposes.
- (2) Claims whilst the Craft is towing or being towed whilst waterborne, except as is customary or when in need of assistance.
- (3) Loss or, or damage to the Insured Craft whilst left afloat unmanned.
- (4) Claims arising out of capture, seizure, arrest, restraint or detainment, and the consequence thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; also from civil war, revolution, rebellion, insurrection or civil strife arising therefrom; or piracy, strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotion.

### **Nuclear Exclusion Clause**

Warranted free of:

- (a) Loss, damage or expense
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Excess Clause**

This policy is subject to a deductible excess under Section I only, up to the amount appearing in the Schedule attached hereto in respect of each accident.

### **Speedboat Clauses**

These clauses are to apply only in respect of powered craft with a maximum designed speed in excess of 17 Knots (20 miles per hour).

Where these Clauses apply, they shall override any conflicting provisions contained in this Policy

- (1) It is a condition of these clauses that when the Craft concerned is under way the Assured named in the Policy or other competent person(s) shall be on board and in control of the Craft.
- (2) No claim shall be allowed in respect of:

- (a) Loss or damage to the Craft or liability to any third party or any salvage services
    - (1) Whilst the Craft is left afloat or anchored unmanned.
    - (ii) Arising while the Craft is participating in racing or speed tests, or any trials in connection therewith.
  - (b) rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections, unless the loss or damage is caused by the Craft being immersed as a result of heavy weather, or is caused by the craft being stranded, sunk, burnt, on fire or in collision with any other vessel, pier of jetty or whilst being removed from or placed in the vessel, or by theft of the entire Craft or by theft following upon forcible entry into the Craft or place of storage, or by theft of outboard motor provided it is securely locked to the craft by an anti-theft device in addition to its normal method of attachment, or by fire in the place of storage ashore or by malicious acts.
- (3) If the Craft is fitted with inboard machinery no liability shall attach to this Policy in respect of any claim caused by or arising through fire or explosion unless the Craft is equipped in the engine room, tank space and gallery with fire

extinguishing apparatus having controls at steering position and properly installed and maintained in efficient working order.

### **Change of Craft Clause**

- (1) In the event of the Insured Craft being sold or disposed of, this Policy is deemed to terminate with effect from the date of the sale.
- (2) In the event of a change of equipment or an additional craft or equipment being added, no liability shall attach to this Policy until the Marine Department has signified its acceptance in writing.

### **Warranties**

The Assured shall maintain and keep the Craft, her machinery, tackle, sails and equipment in a proper state of repair and seaworthiness and shall at all times exercise due care and diligence in safeguarding them.

Warranted that the Insured Craft is not left afloat unmanned.

Whilst not in use warranted that the Insured Craft is stored ashore in locked premises or supervised club compound.

### **Definitions**

- (1) The Republic of Rwanda:  
For the purpose of this Insurance this expression shall be construed to include the waters along the Coast of the Republic of Rwanda.

### **WARRANTED NOT NAVIGATING OUTSIDE THE WATERS OF: REPUBLIC OF RWANDA**

#### **Conditions Relating to Claims**

- (1) In the event of an incident / casualty notice shall be given immediately in writing to the Company, at the address shown on the front of this Policy.
- (2) The Company shall be entitled to decide where repairs shall be carried out and may take or require to be taken tenders for the carrying out of such repairs.
- (3) The Assured shall also give full information as to the circumstances of the incident / casualty and of all claims made, with names and addresses of claimants and all witnesses of the accident, as soon as possible after occurrence of the accident or receipt of claim or notice of claim.
- (4) No liability of any sort shall be admitted nor any offer promise or payment made by the Assured to claimants nor legal expenses incurred without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Assured the defence of any action, or to prosecute any claim for indemnity or damages or otherwise against any third party.
- (5) The Assured also undertakes to send to the Company as soon as possible all claims, letters, summons, or writs relating to any accident addressed to the Assured or to the Assured's servants by the authorities or by third parties.

#### **Law Costs, Salvage Charges and Sue and Labor Expenses**

The Company will be responsible for Law costs incurred with the consent in writing of the Company in settling or defending any claim and for all Salvage Charges and necessary expenses incurred in minimizing or averting a loss that would form a claim under this policy.

## **ANNEXURE A 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:

- 1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- 2 Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
- 3 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.
- 4 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.
- 5 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.
- 6 Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above.

For the purposes of clauses 4, 5 and 6, 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 4 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.

### **TERRORISM EXCLUSION CLAUSE**

The insurance provided under this Policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity," as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
  1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism;  
or
  2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
    - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
    - (b) influence, disrupt or interfere with any government related operations, activities or policies;
    - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
    - (d) disrupt or interfere with a national economy or any segment of a national economy; or

3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
  - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
  - (b) hostage taking or kidnapping
  - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
  - (d) the use of any bomb, incendiary device, explosive or firearm;
  - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
  - (f) the injuring or assassination of any elected or appointed government official or any government employee;
  - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
  - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section A (3) above shall be considered Terrorist Activity except where the Company can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
  1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
  2. influence, disrupt or interfere with any government related operations, activities or policies;
  3. intimidate, coerce or frighten the general public or any segment of the general public; or
  4. disrupt or interfere with a national economy or any segment of a national economy.

### **ANNEXURE III 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 reinsurance the burden of proving the contrary shall be upon the insured.

### **ANNEXURE IV - NUCLEAR ENERGY RISKS EXCLUSION CLAUSE NMA 1975**

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurance or insurances (other than Workers' Compensation & Employers' Liability) in respect of :-

- i) All property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- ii) All Property on any site (including but not limited to the sites referred to in i) above) used or having been used for:-
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
- iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances or insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, Nuclear Energy Risks shall not include:-

- i) Any insurance or insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in i) to iii) above (including contractors' plant and equipment);
- ii) Any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of i) above;  
Provided always that such insurance or insurance shall exclude the perils of irradiation and contamination

However, the above exemption shall not extend to:-

1. The provision of any insurance or insurance whatsoever in respect of:-
  - (a) Nuclear Material
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance or insurance for the under noted perils:
  - Fire, lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devices or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

## **ANNEXURE V 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:

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

microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

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

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

## **Section 2**

Notwithstanding Section 1 above, this 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.

**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 Insurance Act failure to which cover lapses.

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