



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

---

# Motor Insurance Policy

*You are in safe hands*

---

## ***Welcome to your Motor 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***

# **MOTOR INSURANCE POLICY**

## **Welcome to your Motor Private 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**

## **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.

## GENERAL CONDITIONS OF THE MOTOR INSURANCE POLICY

Unless agreed otherwise these General Conditions are fully part of the Motor Insurance Contract.

### INTRODUCTION

Contents: The Motor Insurance Policy comprises of 3 types of insurance:

- I. Third party compulsory insurance
- II. Insurance for the vehicle
- III. Insurance against bodily accidents for people who are transported in the vehicle.

**Definitions:** In the motor insurance contract, the following words are explained as follows:

#### Definitions

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

**Accident** A sudden, unplanned and unforeseen mishap not under your control or that of the authorized driver.

**Certificate of insurance** The document in prescribed form and is to be displayed on the vehicle as required by law as evidence that you have taken out the insurance and displayed as required by law.

**Claim** Demand by you for indemnity or benefit under the Policy.

**Excess** The first amount of each claim borne by you.

**Indemnity** Restoring you to the financial position you were in immediately before the accident.

**Legal liability** Financial responsibilities attaching to you because of your failure to observe an obligation imposed by law.

**Market Value** The cost of replacing your vehicle with one of similar type and condition.

**Members of your Household** Persons you normally live with in your residence.

**Period of Insurance** The period shown in the schedule and any subsequent period for which you will pay and we accept a renewal premium.

**Policy Year** The period between inception or renewal and the expiry date of an annual Policy.

**Policy** Written evidence of the contract between you and us.

**Pre-Accident Value** The Market Value of your vehicle immediately before the accident.

**Schedule** Summary of details specific to this contract.

**Territorial limits** Geographical limits within which the insured event or loss must occur.

**Third party** Any person other than you or your authorized driver who has been injured or whose property has been damaged.

**Vehicle** The vehicle or vehicles described in the schedule of this policy and any vehicle:

- For which the insurance is still in place.
- We have provided a certificate of insurance for; and
- You have given us details of.

**We, Us, Company** Mayfair Insurance Company Rwanda

**You, Your** The insured named in the Schedule.

**Your business** Your occupation as described in the Schedule.

---

## **First part: COMPULSORY INSURANCE OF CIVIL**

### **LIABILITY Chapter 1. SCOPE AND EXTENT OF COVER**

**Article 1.** MAYFAIR INSURANCE COMPANY RWANDA Ltd covers according to the conditions hereafter, any damage caused in Rwanda by the designated motor vehicle and for which the insured may become legally liable.

**Article 2.** If agreed and subject to special endorsement, the guarantee can be also acquired in the event of a claim which has occurred in any other country.

When, following a claim which has occurred in a foreign country to which the insurance extends, the driver is detained or the vehicle is seized and a guarantee is required in order to release the detainee or restore the vehicle, MAYFAIR INSURANCE COMPANY RWANDA Ltd is held to give its personal guarantee as promptly as possible or, if necessary, to deposit money for the guarantee. If money guarantee have been deposited by the insured, MAYFAIR INSURANCE COMPANY RWANDA Ltd substitutes it by its personal guarantee or, if this one is not agreed, it refunds the money to the insured. In any case, the intervention of MAYFAIR INSURANCE COMPANY RWANDA Ltd cannot exceed Frw **1,000,000**.

From the time the guarantee is released, the insured must, under pain of damages towards MAYFAIR INSURANCE COMPANY RWANDA Ltd, fill all the formalities when the money guarantee deposit by MAYFAIR INSURANCE COMPANY RWANDA Ltd is confiscated or affected, totally or partly, as payment of a fine or a penal transaction, or court expenses relating to penal cases without any third person claiming indemnity, the insured must refund MAYFAIR INSURANCE COMPANY RWANDA Ltd with any amount paid on his behalf.

**Article 3.** This contract covers the civil liability for the subscriber, the owner, any holder and/or any driver of the designated vehicle, except responsibility for those who would have taken the vehicle by stealing it or by force or violence. The guarantee remains in force when the insured vehicle is occasionally towing another vehicle and is involved in an accident but if it does not usually do this kind of work.

**Article 4.** The amount of compensation due to bodily accident is calculated according to the Presidential Order n° 31/01 of 25 August 2003.

**Article 5.** Insurance against civil liability covers damages incurred by people who are in the insured vehicle for whatever reason. As for the material damages, the insured indemnifies for only clothes and other few things a person carries along during travelling, however the total amount of these should not exceed Rwf 50,000 per person.

MAYFAIR INSURANCE COMPANY RWANDA Ltd reimburses the insured, the money he has used to clear and repair the inside part of the vehicle as a result of carrying free of charge an injured person, if the person who has caused the accident does not pay this money.

**Article 6.** The following cannot receive compensation under this contract:

1. The driver of the vehicle, the subscriber of the insurance and the owner of the vehicle.
2. The spouse of one of the people mentioned in (1) above, their parents, their brothers and sisters, their in-laws on condition that the people mentioned reside with them and are under their care.
3. The employees of the insured, whilst at work and in the circumstances where the insured is responsible for the accident.

**Article 7.** Exclusions for this insurance:

1. The damage of the insured vehicle that is stipulated in the contract
2. The damage of the goods that are carried in the vehicle except those stipulated in article 5.
3. Damage to the goods carried in the vehicle or damaged due to the necessary handling of those goods (for example loading, packing, unloading etc) but not due to the usage of the vehicle.
4. Accidents caused by the vehicle during a rally or any other competition even if acceptable.

### **Chapter 2: DESCRIPTION AND MODIFICATION OF THE RISK: DECLARATION DONE BY THE SUBSCRIBER**

**Article 8** The contract is established on the basis of the subscriber's declaration. The subscriber or the new owner have to notify within 15 days of their occurrence all changes that happen during the course of the contract to any important characteristics of the risk and which can worsen it. In such cases, MAYFAIR INSURANCE COMPANY RWANDA adapts the premium according to article 13 or can breach the contract as indicated by article 28.

**Article 9** When the designated vehicle has by law to undergo technical control, the subscriber or the insured, if different from the subscriber, must within 48 hours inform MAYFAIR INSURANCE COMPANY RWANDA Ltd of having received a certificate from the technical control institution prohibiting the vehicle to move on public roads.

On its demand, he must give to MAYFAIR INSURANCE COMPANY RWANDA Ltd all reports and documents related to the designated vehicle which are from technical control institutions.

### **Chapter 3: INSURANCE CERTIFICATE, PAYMENT OF PREMIUM, EXTRA-PREMIUM AND ACCESSORIES.**

**Article 10** MAYFAIR INSURANCE COMPANY RWANDA Ltd issues the subscriber an insurance certificate according to the law as soon as the risk is covered.

The insured has to give back the insurance certificate to MAYFAIR INSURANCE COMPANY RWANDA Ltd when the contract is suspended for whatever reasons.

**Article 11** The insurance premium is paid in anticipation of the stated dates of the contract at the venues determined by MAYFAIR INSURANCE COMPANY RWANDA Ltd and in a return a receipt or proof of payment is given to the subscriber.

**Article 12** Any taxes and related payments required by the law due to insured items, sum insured or anything related to the insurance contract is only paid by the insured person and this payment is done at the same time as the premium payment.

**Article 13.** Any premium to be paid following the risk modifications as indicated by article 8 is due from the moment those modifications occur. The said premium is calculated according to the rates in force at the moment of their occurrence.

### **Chapter 4. OBLIGATIONS IN CASE OF ACCIDENT OR COURT ACTION**

**Article 14:** Every claim has to be made known in writing to MAYFAIR INSURANCE COMPANY RWANDA Ltd through its head office or branches within five days after the occurrence of the accident. All insured are bound by this rule.

The claim has to be declared if possible on a claim form provided by MAYFAIR INSURANCE COMPANY RWANDA Ltd and it should indicate the following: causes, circumstances and all consequences of the accident, surnames, first names and the address of witnesses and victims.

The insured should provide MAYFAIR INSURANCE COMPANY RWANDA Ltd with all useful information and documents and facilitate any inquiry related to the claim.

**Article 15.** The insured has an obligation to communicate to MAYFAIR INSURANCE COMPANY RWANDA Ltd all sermons and any other court related document within 48 hours of receipt. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not be bound by any judgment rendered by the court if it (MAYFAIR INSURANCE COMPANY RWANDA Ltd ) has not taken part in court hearings nor spearheaded these hearings.

**Article 16.** If an accident has occurred, only MAYFAIR INSURANCE COMPANY RWANDA Ltd has the right to transact with claimants and indemnify them if necessary. These transactions on MAYFAIR INSURANCE COMPANY RWANDA Ltd part do not imply that it recognizes any responsibility.

**Article 17.** Any acceptance of liability, any transaction, any determination of damages, any promise to settle a claim and any payment made by the insured without MAYFAIR INSURANCE COMPANY RWANDA Ltd's written authorization do not bind MAYFAIR INSURANCE COMPANY RWANDA Ltd. Any assistance given by the insured to the victim of the accident, any financial help for first aid or any acceptance of material facts of the accident does not mean that the insured accepts the responsibility.

**Article 18.** If the insured is sued due to civil liability arising from a motor accident, MAYFAIR INSURANCE COMPANY RWANDA Ltd takes part in the court proceeding and settles the claim on behalf of the insured according to the court's judgment. MAYFAIR INSURANCE COMPANY RWANDA Ltd also pays the judicial fees related to the case

**Article 19.** When the insured is sued in a criminal case due to the accident, MAYFAIR INSURANCE COMPANY RWANDA Ltd is responsible for the court's proceedings on his behalf and at no cost as long as the damages are not fixed. The insured may bring a lawyer of his own choice and cost to support MAYFAIR INSURANCE COMPANY RWANDA Ltd in his case.

The insured shall appear before the court in person when it is required by the law.

**Article 20.** If the insured has lost in criminal case, MAYFAIR INSURANCE COMPANY RWANDA Ltd MAYFAIR INSURANCE COMPANY RWANDA Ltd cannot stop him from appealing if he wishes, provided that it does not have to pay for him the court and legal fees. MAYFAIR INSURANCE COMPANY RWANDA Ltd has the right to pay the damages if it finds it necessary.

MAYFAIR INSURANCE COMPANY RWANDA Ltd can order the insured to appeal, but only in civil liability cases.

**Article 21.** Any money that can be charged by the prosecution without suing the insured in the court, whether penalties or court

charges are not paid by MAYFAIR INSURANCE COMPANY RWANDA Ltd.

---

**Chapter 5: FORFEITURE OF THE RIGHT OF COMPENSATION AND REASONS WICH CAN MAKE MAYFAIR INSURANCE COMPANY RWANDA Ltd SEEK RECOVERY OF THE AMOUNT PAID FROM THE INSURED.**

**Article 22.** Except what is mentioned in article 23, if the insured does not respect the contract agreement, he loses the right to be compensated. However, when MAYFAIR INSURANCE COMPANY RWANDA Ltd must indemnify the victims by virtue of the law, it has the right to recover the amount paid from the insured and any other right it has over the insured.

MAYFAIR INSURANCE COMPANY RWANDA Ltd recovers from the insured all the claims that it has paid on his behalf and other penalties and court charges.

**Article 23.** When the insured has to fulfill some requirements of the contract in stipulated time such that he can lose the right to be indemnified, he can be indemnified if he proves that it was not his fault and as soon as he was able to do what was required he did it.

**Article 24.** MAYFAIR INSURANCE COMPANY RWANDA Ltd may apply the rights stipulated in article 22 in the following cases:

1. when the insured lied or concealed any information while subscribing for insurance or notifying the claim;
2. whenever the insured has not informed MAYFAIR INSURANCE COMPANY RWANDA Ltd of any major modification which could have occurred to the insured risk;
3. When the vehicle must undergo technical control for it to be used on the road and is involved in an accident without the technical control certificate, unless it is on the way to or from the nearest technical control premises or from there to the nearest garage for repair or after repair from the garage to the technical control premises;
4. When the accident occurs while the contract has been suspended.
5. When the accident has not been declared within 5 days from the date of accident
6. When the accident occurs while the vehicle is driven by a person not authorized by rules and regulations;
7. When the accident occurs during an unauthorized competition
8. when the accident occurs while the vehicle is driven by an unauthorized person;
9. when the accident occurs while the driver is drunk, unless he/she proves that the accident had no connection with the drunkenness.

In any case, the person who will not be indemnified or against whom recourse can be exercised as quoted in article 9 is the person responsible of the accident or his legal responsible.

**Article 25.** MAYFAIR INSURANCE COMPANY RWANDA Ltd can also refuse to indemnify or exercise the recourse if at the time of the accident the victims were not transported under the following conditions:

- 1. Private and business use of the vehicle:** If the policyholder has declared that the designated vehicle is for private and business use, passengers aboard will be transported free of charge; their number will not exceed the number allowed by the law.
- 2. Transport of goods and commercial use of the vehicle:** If the policyholder has declared that the designated vehicle in the policy is of transport of goods or commercial use, passengers aboard will be transported free of charge in the cabin and/or on the seats fixed at the body of the vehicle. Furthermore the number of passengers transported under above conditions, unless otherwise stipulated in particular clauses cannot exceed two per vehicle or trailer.
- 3. Mixed use of the vehicle:** If the policyholder has declared that the designated vehicle in the policy is of private, transport of goods and for business use, all clauses provided for under number 2 stated above are applicable, except that the number of people transported can be same as the one provided for by law and the number of seats fixed at the body of the vehicle.
- 4. Taxis, Bus, Coach and hire cars :** If the policyholder has declared that the designated vehicle in the policy is of transporting people for commercial purposes or for hiring with or without a driver, the number of people transported can neither exceed the number allowed by the law nor the number of seats stipulated by the insurance contract.

For the calculation of the number of people transported as mentioned by number 1 to 4, children aged below 4 years are not taken into account; children between 4 to 15 years are considered to occupy two thirds (2/3) of a seat. However, in any case, the result of the calculation is rounded up to the next figure.

The forfeiture of the right to compensation based on the fact that people have been transported under the above conditions must respect the following rule:

1° when people were not transported under the required conditions, the insured is not indemnified for the total indemnity due or paid to those people.

2° persons transported in surplus of the maximum number authorised by the contract:

a) if it is a vehicle of two wheels with or without a side car, a tricycle or a normal vehicle, the forfeiture of the right to compensation concerns the total indemnities due or paid to the persons transported.

b) For any other vehicle, the forfeiture of the right to compensation is in proportion to the number of persons transported in surplus to the total number of people effectively transported.

**Article 26.** After any payment of indemnities, MAYFAIR INSURANCE COMPANY RWANDA LTD is subrogated up to the amount paid in the rights and actions of the beneficiary in respect of any third party liable and his insurer.

## **Chapter 6: DURATION, SUSPENSION, TRANSFER AND TERMINATION OF THE CONTRACT.**

**Article 27.** The duration of the contract is that indicated in the particular conditions

**Article 28.** MAYFAIR INSURANCE COMPANY RWANDA Ltd can terminate

the contract 1° in case of bankruptcy of the subscriber or the owner of the vehicle.

2° in case of any modification which occurred to any essential feature of the risk. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not exceed 30 days from time it learnt about this modification.

3° when it is a vehicle subject to technical control and if the insured does not comply with the actual regulation on technical control, and in case of a certification issued by the body in charge of technical control which forbids the vehicle to move on the public highway, within 30 days after MAYFAIR INSURANCE COMPANY RWANDA Ltd has learnt one of the above facts.

4° after any claim but within 30 days after the settlement of the claim;

5° in case of promulgation of a new legislation about civil liability of owners, holders or drivers of motor vehicles or about the insurance of such liability,

6° in case of the suspension of the effects of the contract as stipulated by article 29,

7° in case of death of the subscriber within three months after MAYFAIR INSURANCE COMPANY RWANDA Ltd has learnt of that death.

The effects of the contract cease 14 days after the notification of the termination unless the insured prefers immediate termination of the effects of the contract. The portion of the premium corresponding to the period post termination is refunded by MAYFAIR INSURANCE COMPANY RWANDA Ltd except in case a claim as stipulated by section 4 of the present article.

**Article 29:** In case of requisition of the ownership of the insured vehicle, the contract is automatically terminated. The portion of the premium corresponding to the post termination period is refunded to the insured. In case of requisitioning by way of hiring the vehicle, the contract is automatically suspended.

If the requisition concerns both the use of the insured vehicle and the service of the insured or his employee as the driver of the car, the contract continues to run in all its effects.

**Article 30:** In case of death of the insured, the contract remains indivisible and it is maintained for the benefit of the heirs who jointly and severally must pay the premium. However, MAYFAIR INSURANCE COMPANY RWANDA Ltd keeps the right of terminating the contract according to section 7, article 28.

The heirs, on their side, can terminate the contract three months after the death of the insured. In this case, MAYFAIR INSURANCE COMPANY RWANDA Ltd reimburses the premium related to the remaining period less 25%.

**Article 31:** In case of transfer of the insured vehicle, the contract continues to run in its all effects for the benefit of the new owner. The transfer must be confirmed by an amendment. For that purpose, the subscriber/insured must inform MAYFAIR INSURANCE COMPANY RWANDA Ltd within 8 days of the cession of the insured vehicle. If he/she does not do so within the above period, the premium corresponding to the covered period remains acquired or due as penalty until the moment when MAYFAIR INSURANCE COMPANY RWANDA Ltd is informed of the transfer. If the subscriber/insured produces to MAYFAIR INSURANCE COMPANY RWANDA Ltd a letter which terminates the insurance contract, signed by the new owner and giving him/her the right to claim the portion of the premium corresponding to the period not covered, that portion of premium must be reimbursed to the subscriber/insured according to article 28.

**Article 32.** If the insured vehicle is taken out of circulation, the subscriber can ask for suspension or termination of the contract. The suspension or termination takes effect when the insurance certificate is given back to MAYFAIR INSURANCE COMPANY RWANDA Ltd together with a proof that the number plate have been returned to the authority.

In case of the suspension of the contract, none consumed premium will be allocated to the cover of the insured vehicle if it is back in circulation or of other vehicle according to MAYFAIR INSURANCE COMPANY RWANDA Ltd insurance conditions in force at that moment.

---

If the subscriber/insured wishes to terminate the contract, the portion of the premium not yet consumed will be refunded less 25%.

**Article 33:** If, for any reason other than those mentioned above, the risk disappears, the subscriber/insured must inform MAYFAIR INSURANCE COMPANY RWANDA Ltd immediately. If the insured does not do so, the premium paid is not refundable and the premium payable remains due until the date the notice is given.

## **Chapter 7: FINAL PROVISIONS**

**Articles 34.** Any communication or notification to MAYFAIR INSURANCE COMPANY RWANDA Ltd is done at its Head Quarters or branches. Communication through information technology is also valid. The communication or notification to the subscriber/insured is valid when done at the address indicated in the contract or at any other address given later to MAYFAIR INSURANCE COMPANY RWANDA Ltd.

**Article 35:** The contracting parties must receive correspondences and recommended communications or others one can send to another or any other delegated person with authority, otherwise they will be held responsible for breaching this article.

In case one of the contracting parties refuses to accept, is late or negligent in receiving, getting from the post office or any other place through which the communication documents passed, those communication documents will be deemed to have reached the receiver on the date he/she received or on the date they informed him to go and get them. The above communication documents will keep their value and effects...

## **PART II: COMPREHENSIVE MOTOR VEHICLE INSURANCE**

### **CHAPTER 1: COMMON CLAUSES ON INSURANCE OF MOTOR VEHICLE AGAINST FIRE, THEFT AND MATERIAL DAMAGE**

**Article 36:** The rights and obligations of the two contracting parties in regard to insurance against fire, theft and material damage to the designated vehicle are regulated by articles 8, 9, 11, 12, 13, 27, 28, 30, 31, 32, 33, 34 and 35 of the first part of general conditions and by the following clauses.

**Article 37:** This insurance covers motor vehicles within the geographical areas stipulated in article 1 and 2 of the first part.

**Article 38:** Any claim must be notified to MAYFAIR INSURANCE COMPANY RWANDA Ltd in writing or other means stipulated in article 34 of the present general conditions within five days after he/she became aware of the occurrence of the accident. If the insured does not do so, he/she shall lose his/her rights provided by the contract. In any case, the company shall not be liable after a period of one month from the date of the accident

The insured and the subscriber shall give all the information as MAYFAIR INSURANCE COMPANY RWANDA Ltd may require on the causes, circumstances and the consequences of the accident.

**Article 39:** In case there are reasons provided by law or any article of the first part of this policy that preclude MAYFAIR INSURANCE COMPANY RWANDA Ltd from liability towards the third party claimants, the insured loses his rights under this cover and MAYFAIR INSURANCE COMPANY RWANDA Ltd shall recover from the insured all the amounts paid on his behalf.

The same applies where the insured knowingly gives wrong information concerning the accident.

**Article 40.** MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not be liable for any loss or damage caused:

1. directly or indirectly by nuclear phenomenon
2. by war, civil commotions, riots or strike unless the insured proves that the accident is not related to those events.
3. when the vehicle has been requisitioned by the government.

**Article 41.** If the damage to the designated vehicle is repairable, MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay the repair cost or it may repair the vehicle itself.

**Article 42.** Before undertaking repair of the damaged vehicle, the insured must forward to MAYFAIR INSURANCE COMPANY RWANDA Ltd a detailed estimate cost of repairs for its consideration. In case MAYFAIR INSURANCE COMPANY RWANDA Ltd does not authorise repairs within 15 days after receipt of the estimate cost of repairs, the insured can undertake repairs by himself. MAYFAIR INSURANCE COMPANY RWANDA Ltd will pay the above cost.

**Article 43.** In case there is disagreement between MAYFAIR INSURANCE COMPANY RWANDA Ltd and the insured over the cost of repairs, the insured will choose an independent expert who will together with the MAYFAIR INSURANCE COMPANY RWANDA Ltd 's expert agree on the costs of repairs. MAYFAIR INSURANCE COMPANY RWANDA Ltd and the insured equally share the expenses.

**Article 44.** The liability of MAYFAIR INSURANCE COMPANY RWANDA Ltd shall exactly be equal to the repair cost of the only damaged parts of the vehicle. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall never be liable for loss of use or depreciation in value of the vehicle. Furthermore, the amount payable by MAYFAIR INSURANCE COMPANY RWANDA Ltd for anyone loss or damage shall not exceed the value of the vehicle at the time of the accident.

**Article 45.** MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay to the insured an indemnity equal to the monetary value after deducting the scrap value, in the following cases:

1 when the damaged vehicle is written-off meaning that the repair cost as determined by MAYFAIR INSURANCE COMPANY RWANDA Ltd's expert exceeds the monetary value

2 when a stolen vehicle is not found within 30days

In case of total loss, the indemnity shall be calculated by applying a percentage to the sum insured or market value whichever is less with regards to its period of use and its mileage since the date of manufacture.

The calculation formula related to these percentages can be availed to the insured on request.

MAYFAIR INSURANCE COMPANY RWANDA Ltd shall never be liable for payment due to the insured's vehicle depreciation, its performance reduction or its non-use as a result of an accident.

**Article 46:** After payment of indemnities, MAYFAIR INSURANCE COMPANY RWANDA Ltd is subrogated up to the amount paid, in the rights and actions of the insured towards the liable third party together with his/her insurer if any.

## **Chapter 2: SPECIAL CLAUSES FOR FIRE INSURANCE**

**Article 47:** MAYFAIR INSURANCE COMPANY RWANDA Ltd shall indemnify damages to the vehicle (and its fixed indispensable parts for the use of the vehicle) due to fire, explosion and lightning wherever the event happens and whatever causes except the following cases:

1 damages caused by easily inflammable or explosive

cargo; 2 damages caused by earthquake or volcanic

eruption

3 exclusion specified in the common clauses, 2nd part of the general conditions.

**Article 48:** Non indispensable accessories, clothes and luggage (except jewel and cash which are not insurable) as well as other transported items are only covered in case of special endorsement.

## **Chapter 3: SPECIAL CLAUSES FOR THEFT INSURANCE**

**Article 49.** MAYFAIR INSURANCE COMPANY RWANDA Ltd insures the designated motor vehicle (with its fixed and indispensable accessories for its normal use), against theft and damage by thieves, committed while the vehicle is in circulation or parked except when:

1. theft or damage is perpetrated by a family member or an agent of the subscriber or the insured as responsible or accomplice.

2. theft relates to accessories only and is perpetrated either by agents of the subscriber or the insured or by an authorised user as well as the motor vehicle trustee or his/her employees.

3. they are reasons which fall under exclusions of the general conditions of part II.

4. Theft committed outside Rwanda.

**Article 50.** The cover can be extended under a special agreement over non indispensable accessories, personal effects (except jewels and cash) and other transported items. However this will be effective only, when theft occurs at the same time with the insured vehicle or when perpetrated in the garage by house breaking, forged keys or physical violence.

**Article 51:** If the insured vehicle is stolen, the police or other judicial authorities must be informed immediately. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not be liable if the above authorities have not been informed within 24 hours since the insured is informed of the theft.

**Article 52:** When the designed vehicle is stolen, MAYFAIR INSURANCE COMPANY RWANDA Ltd shall indemnify the insured within 30 days from the date of claim notification.

If, after payment of indemnity, the vehicle is recovered, the insured may repossess his vehicle repaired if it had been damaged and reimburse MAYFAIR INSURANCE COMPANY RWANDA Ltd the amount paid. He may also leave the vehicle to MAYFAIR INSURANCE COMPANY RWANDA Ltd and keep the indemnity.

---

## **Chapter 4: SPECIAL CLAUSES FOR INSURANCE COVER AGAINST MATERIAL DAMAGE**

**Article 53:** Apart from the exclusions in part 2 of the general conditions, MAYFAIR INSURANCE COMPANY RWANDA Ltd insures against motor vehicle damage (including damages to indispensable accessories attached to the vehicle for its normal use) except tyres. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay vehicle damages as a result of vehicle overturn, collision or contact with any object stranger to the parts of the road reserved for circulation.

MAYFAIR INSURANCE COMPANY RWANDA Ltd pays also for expenses of cleaning and repairs of damaged interior parts as a result of transporting, free of charge, injured victims of an accident (except Ambulances).

**Article 54:** Under this cover, the following are also excluded:

1. damage of some parties of the insured vehicle due to wear and tear, manufacturing defect and clearly identifiable poor maintenance of those parts;
2. damages caused by goods transported in the vehicle, their loading or off loading or their weight;
3. damages caused by events excluded as specified by chapter 2 and 3 of the insurance cover against fire or theft;
4. damages as a result of the insured vehicle being transported in an other vehicle, train, ship, aeroplane or at the time of loading or off-loading it;
5. damages due to floods, tidal waves, tornado cyclones, earthquake tremor and volcanic eruptions
6. Damages incurred when the designated vehicle is hired without its ordinary driver.

### **Part III. PERSONAL ACCIDENT INSURANCE FOR INSURED PERSONS TRANSPORTED IN THE VEHICLE.**

**Article 55.** The rights and obligations of the contracting parties, in regard to the personal accident insurance of insured persons transported in the insured vehicle, are regulated by the first part of the General Conditions as well as the following clauses:

Personal accident insurance cover for transported persons in the insured vehicle who are not covered by third party liability is only valid when expressed in the particular conditions of the policy.

#### **Chapter 1. PURPOSE AND SCOPE OF THIS INSURANCE**

**Article 56.** MAYFAIR INSURANCE COMPANY RWANDA Ltd pays the indemnities agreed on in case of personal accident to the insured persons when they use the designated vehicle as occupant or driver.

MAYFAIR INSURANCE COMPANY RWANDA Ltd shall be liable for personal accident occurred during travel in the designated vehicle when getting in or out of the designated vehicle, when helping in case of its breakdown or during minor repairs on the way.

The number of occupants including the driver of the designated vehicle shall not exceed that authorised by the law. In case of excess, MAYFAIR INSURANCE COMPANY RWANDA Ltd indemnifies each claimant proportionally. When calculating the occupants' number, infants who are less than 4 years are not included. Children whose age is between 4 and 15 years will be considered to occupy 2/3 of a seat. In any case, when the calculation result into fractions of numbers, the figure is rounded to the next whole number.

**Article 57.** The following events are excluded from this insurance:

1. Injuries or death resulting from an accident caused by any illness and complication due to medical or surgical treatment not related to covered accident.
2. a) accidents due to recklessness of the insured, deliberate action of the subscriber, insured or any other beneficiary of the contract or when the insured is in drunkenness situation, alcohol intoxication or under the influence of drugs;  
b) Intentional mutilations, aesthetic damages, suicide or attempt to suicide.
3. Accidents caused by war, strikes or riots,
4. Injuries due to earthquakes, volcanic eruption, technical or mechanic effects, radio act
5. ivity, atomic modification and any other earthly internal or external changes and any nuclear phenomenon.
6. accidents during any motor vehicle competitions and betting rallies except fortourist.

7. accidents resulting from utilisation of fare-paying motor vehicles;

8. accidents occurring when the driver is forbidden to drive, has not yet reached the age required by the law or is not authorised by the subscriber or owner of the designated vehicle.

9. accidents occurred to vehicle dealers and mechanics unless they prove that the accident did not occur during their duty.

## **Chapter 2. PARTIES' OBLIGATIONS IN CASE OF AN ACCIDENT**

**Article 58.** Obligations of the subscriber or the beneficiary

### **A. Notification.**

In case of an accident, the subscriber or the beneficiary shall notify MAYFAIR INSURANCE COMPANY RWANDA Ltd within 5 days of the concurrency of the accident.

However, he shall not be deprived of his rights if the notification is done within a period of one month from the date of the accident once he proves that he could not do it earlier.

The notification shall indicate the place, date, time of accident, its causes, circumstances and possible consequences as well as its witnesses' identification and address.

In case of death, whether immediate or afterward, during medical treatment, MAYFAIR INSURANCE COMPANY RWANDA Ltd must be informed if possible within 24 hours through communication means mentioned by article 34.

### **B. Medical care :**

The subscriber or the beneficiary must immediately put the insured victim of an accident under medical care. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not be liable for the consequential aggravation due to medical care delay or the insured's refusal to a regular medical treatment.

### **C. Medical certificates and other information**

1. The first medical certificate describing the injuries of the victim of the accident must be forwarded to MAYFAIR INSURANCE COMPANY RWANDA Ltd within 8 days;

2. Any other information or medical certificate related to the accident, the treatment development and the insured's previous status must also be given to MAYFAIR INSURANCE COMPANY RWANDA Ltd within 8 days from the receipt of their request;

3. Doctors, Inspectors, and any other MAYFAIR INSURANCE COMPANY RWANDA Ltd's delegates must get free access over the insured; otherwise he shall lose his rights to be indemnified.

**Article 59. Obligations of MAYFAIR INSURANCE COMPANY RWANDA Ltd :**

MAYFAIR INSURANCE COMPANY RWANDA Ltd is only liable for consequences directly related to the accident. The obligations of MAYFAIR INSURANCE COMPANY RWANDA Ltd in case of an accident are as follows:

#### **A. In case of the insured's death:**

When the insured dies immediately or within one year from the date of accident, MAYFAIR INSURANCE COMPANY RWANDA Ltd pays to the beneficiaries the sum assured. If the victim is less than 4 years of age, the sum assured is not paid.

#### **B. In case of accident causing permanent incapacity**

1. When the insured receives medical treatment and then his doctor confirms that he has got permanent disability, MAYFAIR INSURANCE COMPANY RWANDA Ltd pays him the sum assured in proportion to the percentage of his permanent incapacity. When 1 year elapse after the accident, the state of the victim will be considered as being permanent and MAYFAIR INSURANCE COMPANY RWANDA Ltd pays on the basis of the percentage of the permanent disability.

2. The indemnity payable by MAYFAIR INSURANCE COMPANY RWANDA Ltd for permanent disability cannot exceed the sum assured whatever the number of organs or body parts lost whether partially or totally.

3. No indemnity will be paid by MAYFAIR INSURANCE COMPANY RWANDA Ltd if the victim is not yet 4 years of old.

---

### **C. Medical treatment expenses:**

MAYFAIR INSURANCE COMPANY RWANDA Ltd pays for medical fees, surgery, pharmaceutical, hospitalisation, radiography and orthopediatric charges during the period not exceeding one year from the date of the accident. However, MAYFAIR INSURANCE COMPANY RWANDA Ltd pays for the above fees where the insured does not have a separate insurance covering the above expenses. Where the insured holds a separate cover and the above medical expenses are partially covered or not covered at all, MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay for expenses in excess of the covered portion. For any one claim or insured, the company shall not pay amounts greater than the sum assured. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall reimburse transport charges from the scene of the accident to the place of the initial treatment. No other transport costs will be reimbursed.

### **D. Special conditions governing indemnity for cases of death, permanent disability and medical expenses:**

1. Permanent disability caused by an accident must exclude bodily defects existing before an accident because they would increase the disability in comparison to a person who had no skin blemishes and other bodily deformities.
2. MAYFAIR INSURANCE COMPANY RWANDA Ltd only pays for bodily damages due to motor vehicle accidents but not the consequences which result from existing sickness prior to the accident or that come after the accident but not related to it.
3. MAYFAIR INSURANCE COMPANY RWANDA Ltd pays indemnity without any interest within 15 days of the insured's death notification or after negotiations over the level of permanent disability. In case of disagreements between the contracting parties, the Courts of Law will arbitrate on the indemnity which will earn no interest. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall not be obliged to pay any provisional indemnity where a final verdict is not yet delivered.
4. MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay the insured the agreed amount for either permanent disability or death but not both. Where the insured is indemnified for permanent disability and thereafter dies within one year from the date of the accident, and there is no doubt that this death is the direct consequence of the accident, MAYFAIR INSURANCE COMPANY RWANDA Ltd shall pay the agreed amount in the event of death after deducting the already paid amounts.

### **Chapter 3. TERMINATION OF THE CONTRACT**

Apart from reasons stipulated in the contract leading to its termination, the insurance contract is also automatically terminated in case of bankruptcy or liquidation of the insured.

In addition when MAYFAIR INSURANCE COMPANY RWANDA Ltd is notified of an accident covered or not, it has the rights to terminate the contract by way of a recommended letter but within 30 days after the payment.

When the contract is terminated by MAYFAIR INSURANCE COMPANY RWANDA Ltd the insurance cover ends from midnight of the 8th day from the date the recommended letter reached the post office. MAYFAIR INSURANCE COMPANY RWANDA Ltd reimburses the insured the portion of the premium not consumed unless the termination was due to none payment of the premium.

### **Chapter 4. FORFEITURE OF THE RIGHTS TO COMPENSATION**

**Article 61.** The rights for compensation are lost and MAYFAIR INSURANCE COMPANY RWANDA Ltd can recover the indemnities already paid when:

1. the insured conceals information from MAYFAIR INSURANCE COMPANY RWANDA Ltd, lies to it and / or provides inaccurate information during or after subscription thereby misleading MAYFAIR INSURANCE COMPANY RWANDA Ltd in its risk assessment.
2. the consequences of the accident are intentionally aggravated.
3. Instructions or deadlines stipulated in the contract are not respected; an accident occurs and MAYFAIR INSURANCE COMPANY RWANDA Ltd is misinformed or receives forged documents.

**MOTOR INSURANCE POLICY SCHEDULE**

<b>Broker/Agent</b>	TBA	<b>PREMIUM (RWF.)</b>
<b>Insured's name</b>	TBA	
<b>Address</b>		
<b>Business/Occupation</b>	Business	
<b>Period of Insurance</b>	(a) From TBA } Both Dates To TBA } Inclusive	
<b>Geographical Limits</b>	Rwanda	
<b>Cover Type</b>	Motor Policy – Comprehensive: Indemnity against fire, Accidental loss of or damage to the insured vehicle including theft and damage caused thereof and legal liability arising out of the use the vehicle	

**PARTICULARS OF THE VEHICLE – AS PER QUOTATION**

**LIMITS OF OF LIABILITY**

<b><u>Description</u></b>	<b><u>Limit Rwf</u></b>
Third party bodily injury/death	Unlimited
Third party property damage	Unlimited
<b><u>Occupants Liability( Vehicles )</u></b>	
Accidental Death	3,000,000
Permanent Disablement	3,000,000
Medical fees	300,000