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PLATE GLASS INSURANCE

You are in safe hands

Welcome to your PLATE GLASS 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***

PLATE GLASS INSURANCE

Whereas the Insured designated in the Schedule hereto has applied to **THE MAYFAIR INSURANCE COMPANY RWANDA LIMITED** (hereinafter called "the Company") by a Proposal and Declaration (dated as stated in the Schedule hereto) which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained.

Now this Policy Witnesseth that the Company during the said period or during the continuance of this Policy by renewal will subject to the Terms, Provisions and Conditions inscribed on the face hereof or endorsed hereon indemnify the Insured against loss by Breakage of any of the Glass described in the Schedule hereto up to the value of the Glass at the time of the occurrence or the Insured's estimate of value as stated in the Schedule hereto whichever is less.

Provided Always that the Company shall not be liable under this Policy for:-

- (a) Breakage directly or indirectly caused through Fire Explosion Gas Heat or any loss that could be covered by a Fire Policy.
- (b) Breakage by or consequent upon the preventive measures taken or salvage operations conducted arising out of fire and/or any loss or breakage consequent thereon.
- (c) The cost of removing or replacing fixtures and fittings.
- (d) Injury, loss or damage arising between the occurrence of breakage and consequent reinstatement.
- (e) Loss or Damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone, or other convulsion of nature or atmospheric disturbance, or war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military, naval 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) directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Assured 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 assured.
- (f) Breakage of or damage to frames or framework of any description unless specifically declared.
- (g) Cracked or imperfect glass or scratches on any plate.
- (h) Loss or Damage caused wilfully or knowingly by any person beneficially interested in this Policy or by his Agent or Agents or by his or their procurement or connivance.
- (i) Embossed, Silvered, Lettered, ornamental, curved or any Glass whatsoever other than plain unless the same be specifically mentioned in and expressly insured by this Policy and in the event of a breakage of glass not otherwise specifically described in this Policy shall be considered plain and of ordinary glassing quality.
- (j) (i) Any loss due to the interruption of business or for other damage or injury consequent on or arising from or out of the breakage of glass insured hereunder or for loss alleged to be due to delay in replacing glass.
(ii) Breakage of lettering unaccompanied by breakage or damage of glass.

- (iii) Breakage of glass not completely and Securely fixed.
- (k) (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- (iii) The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, description, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Provided also that the due observance and fulfilment of the Terms, Provisions, Conditions and Endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy. No waiver of any of the Terms, Provisions, Conditions and Endorsements of this Policy shall be valid unless made in writing and signed by an authorised official of the Company or by the Agent acting under Power of Attorney from the Company.

Conditions

1. All Notices and Communications in relation to this Policy are to be sent to the Company in writing. No receipt for renewal premium is valid except on the Official form issued by the Company and no Endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorised Official of the Company or by the Agent acting under Power of Attorney from the Company.
2. The Insured shall give notice to the Company of any breakage of glass insured hereunder immediately after it shall come to the Insured's knowledge and such notice shall state the date, circumstances and extent of such breakage and the Insured shall immediately on demand furnish such other information relating to the breakage as the Company may reasonably require. Evidence satisfactory to the Company having been furnished the Company shall within a reasonable time at the Company's option either pay to the Insured the amount of the loss less value of any salvage or replace the broken glass with a glass of a similar quality.
3. If the claim be in any respect fraudulent or if any fraudulent devices be used by the insured or by anyone acting on behalf of the Insured to obtain any benefit under this Policy the Company shall not be liable to make any payment hereunder.
4. In the event of the Company replacing the broken glass all window fittings or other obstructions to replacement shall be removed or replaced by the Insured at the Insured's expense.
5. All salvage shall be preserved from damage by the Insured and shall be the property of the Company.
6. The Insured shall if and when required by the Company enforce for the benefit of and at the expense of the Company any claim which may exist against any third party in respect of the breakage of glass insured hereunder.
7. The Insured shall take all reasonable precautions to protect the glass insured hereunder and in the event of its being exposed to unusual risk, on account of any Procession, Show, Building Alterations or Repairs or other special circumstances the Insured shall cause it to be adequately protected by boards or otherwise.
8. Any alteration in the position of the glass or in the premises or in the business carried on in the premises containing the glass insured hereunder or in the occupancy thereof shall render this Policy null and void unless and until the company shall have consented to continue the insurance.
9. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known

address and in such event will return to the Insured the premium less the pro rata portion hereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days notice (provided no claim has arisen during the current period of insurance) and the Insured shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force.

10. If at the time any claim arises under this Policy there is any other existing Insurance covering the same loss the Company shall not be liable to pay or to contribute more than its rateable proportion of any such loss.
11. The renewal premium shall be paid within seven days after the due date thereof and the Policy shall be held to be in force for these seven days (unless notice of discontinuance shall have been given by the Company or the Insured in which case all risk shall cease at noon on the said due date) subject to payment of the amount of premium due. The Company shall not be bound to accept any renewal premium nor to give that such is due. No renewal receipt shall be valid unless it is on the Printed form of the Company and signed by an authorised Official of the Company or by an Agent of the Company acting under Power of attorney from the Company.
12. If any difference arises as to the amount of any loss or damage, liability being otherwise admitted by the Company, such difference shall independently of all other questions be referred to an Arbitrator at the place of issue of this Policy 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 or fail 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 meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively and in the event of the death of an Arbitrator or Umpire another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the Reference and of the Award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the Award. And it is hereby expressly stipulated and declared and it shall be a condition precedent to any right of action or suit of 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.
13. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained and no notice of action shall have been received by the Company from the Insured within the said period of twelve calendar months then the claim shall for all purposes be deemed to -have been abandoned and shall not thereafter be recoverable hereunder.

14. **Limitation of Jurisdiction**

Any dispute of claim arising out of or under or in connection with this policy it referable to 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 Republic of Rwanda. Any local monies payable under or in respect of this policy shall be payable only at the and in currency of the place where the policy is issued or premium is received.

THE POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENTS AND CLAUSES.

1. ELECTRONIC DATE RECOGNITION CLAUSE

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, alterations 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 clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

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

Section 2

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

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 purpose of this insurance.

2. 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.

3. 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:

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.

4. 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 allege 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.

5. POLLUTION / CONTAMINATION EXCLUSION CLAUSE

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

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

5. RIOT, STRIKE AND CIVIL COMMOTION EXTENSION

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary the cover provided by this Policy is extended to include the risks of riot, strike and civil commotion subject to war, civil war, political risks exclusion clause, terrorism exclusion clause and terrorism exclusion clause for contamination and explosives.

6. REINSTATEMENT OF LOSS

In consideration of the insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

SCHEDULE ATTACHING TO AND FORMING PART OF POLICY NO. 1/01/123/xxxx/20xx

Insured's Name		TIN:	Agent:
Address		Premium Rwf.	
Type of Business			

Period of Insurance	From To	} Both Dates Inclusive	Premium Fees
Date of Proposal and Declaration			VAT (18%)
Situation of Premises containing the Glass			Total

Position of Glass	Size of Each Square or Pane		Description of Glass	No. of Pieces	Sum Insured Rwf
	Width In Millimeters	Height In Millimeters			

Excess:

Terms and conditions of your policy can be changed at any time, either by directly contacting us. Please note that any change of the policy is only in place and valid once formally confirmed to you in writing.

I,, confirm full understanding of my insurance cover and confirm I am willing to enter into contract with the above terms and conditions.

Done on: 26/05/2017

Signature:

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

Date: 26/05/2017

Signature.....