



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

---

**PUBLIC LIABILITY  
INSURANCE**

*You are in safe hands*

---

***Welcome to your PUBLIC LIABILITY INSURANCE***

*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***

---

# PUBLIC LIABILITY INSURANCE

POLICY NO.: TBA

---

Whereas the insured named in the Schedule hereto and carrying on the business described in the said Schedule has applied to the MAYFAIR INSURANCE COMPANY RWANDA LIMITED (hereinafter called the Company") for the indemnity hereinafter contained and has made a written proposal and declaration (referred to in the said Schedule) containing certain particulars and statements which together with any other statement made in writing by the Insured or any one acting on behalf of the insured for the purpose of this Policy, shall be the basis of this contract and be deemed to be incorporated herein.

Now this Policy Witnesseth that subject to and in consideration of the payment to the Company of the premium stated in the Schedule hereto the Company during the period set forth in the said Schedule or during any other period for which the Company may accept payment for the renewal of the policy, will subject to the terms, provisions, exclusions and conditions contained herein or endorsed or otherwise expressed hereon. Indemnify the Insured against all sums not exceeding the limits stated in the schedule hereto, which the Insured shall become legally liable to pay for compensation in respect of:

- a) Death of or bodily injury to any person other than a person in the service of or acting in any capacity either for the insured or for any sub-contractor to the Insured, and
- b) Damage to property other than property belonging to or held in trust by or in the control of the insured or his employees of subcontractors where such damage is not recoverable under any other policy of insurance:

where such death, injury or damage is caused at any time during the continuance of this policy through the fault or negligence of the insured or any of his employees whilst actually engaged in the insured's business described in the Schedule hereto or by reason of any defect therein or in the ways works machinery or plant connected therewith or used therein.

It is understood and agreed that the Company will pay in addition to the amount of the indemnity, all costs and expenses incurred with its written consent in defending any claim made against the insured.

Provided that the Company shall not be liable under this Policy in respect of:-

- 1) Accidents arising outside the territorial limits stated in the Schedule.
- 2) Liability under any contract of indemnity.
- 3) Death injury or damage caused directly or indirectly by:
  - a) Fire and/or explosion;
  - b) Bursting and/or explosion of Boilers;
  - c) Defective drains sewers or sanitary arrangements;
  - d) Food poisoning or foreign or deleterious matter in food or drink;
  - e) The fault or negligence of any sub-contractor to the insured or of any person in the service of and/or acting on behalf of such sub-contractor;
  - f) Earthquake, Earth Tremor, Volcanic Eruption, war invasion act of foreign enemy hostilities or war like operations (whether war be declared or not) civil war mutiny insurrection rebellion revolution conspiracy military or usurped power riot civil commotion strike or locked out workers or by any direct or indirect consequences of any of the said occurrences.
4. Death injury or damage caused directly or indirectly by or in connection with the use of Lifts, Elevators Locomotives Animals Vehicles Harness Cycles Ships Boats or other craft.
5. Damage to the fabrics or foundation of any building or other structure adjacent to or in the neighborhood of any operation which the insured is or has been carrying out where such damage is due to the nature of such operations.
6. Damage to property of any description caused by or in the course of or as the outcome of the manufacture construction alteration repair or treatment of such property or during or as a result of any work performed thereon by the insured or any employees of the insured.

7. Death, injury or damage arising in the course of as a result of remedial or other treatment administered by the insured or any person acting on his behalf.
8. Any accident injury loss damage and/or liability arising out of any process or trade connected with atomic energy.
9. (a) Any accident or any loss or destruction of or damage to any property whatsoever of any loss or expense whatsoever resulting or arising therefrom or any consequential loss.  
 (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity 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.
10. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## Conditions

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim, every letter, claim writ, summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy.
2. No admission offer promise or payment shall be made by the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance the Company may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under this Policy the Company may pay to the insured the full amount of the Company's liability under such clauses and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct: nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any costs of expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct
4. The Insured shall at all times exercise reasonable care in the selection and employment of steady sober and competent workmen in his business likewise in keeping himself acquainted with the state condition of the ways works machinery and plant connected with or used in his business and in seeing that the same are kept in a proper and efficient state of repair and fit for the work for which they are used. If any defect shall be discovered the Insured shall not only cause the said defect to be made good with all despatch but shall also in the meantime cause such additional precautions to be taken as the circumstances of the case may require.
5. The insured shall give notice to the Company of any material alteration or circumstance that may take place in the nature of the risk and until the Company be advised of such alteration and shall have expressly agreed in writing to accept liability for such risk and the additional premium (if any) shall have been paid the Company shall not be liable in respect of any accident or injury due altogether or in part to any such alteration or circumstance.
6. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the insured.
7. The Company may cancel this policy by giving to the insured seven days notice in writing and in such event will return to the insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at anytime by the insured on seven days notice and provided no claim has arisen during the period of insurance the insured shall be entitled to a return of premium less the premium at the short period scale of rates of the Company for the period this Policy has been in force. Any such notice shall be deemed to have been sufficiently served if (a) sent to the insured or his insurance agent or broker at the last known postal address in Kenya by Registered Post or (b) delivered to the last known place of abode or

business of the insured or his insurance agent or his broker or (c) delivered personally to the insured or his insurance agent or broker or (d) the Company caused such notice being published in an English daily newspaper in Kenya.

8. If at any time any claim arises under this Policy, there is any other subsisting insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses.
9. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.
10. If any dispute shall arise as to whether the Company is liable under this Policy or as to amount of its liability, the matter shall if required by the Company be referred to the decision of two neutral persons as Arbitrators one of whom shall be named by each party or of an Umpire who shall be appointed by the said Arbitrators before entering on the reference and in case the insured or his legal Personal representatives shall neglect or refuse for the space of two calendar months after request in writing from the Company to name an Arbitrator the Arbitrator of the Company may proceed alone and no action or proceedings shall be brought or prosecuted on this Policy until the award of the Arbitrators Arbitrator or Umpire has been first obtained.. The costs of and connected with the Arbitration shall be in the discretion of the Arbitrators Arbitrator or Umpire.
11. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **LIMITATION OF JURISDICTION**

12. Any dispute of claim arising out of or under or in connection with this policy if 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 country in which the policy is issued. Any monies payable under or in respect of this policy shall be payable only at the and in local currency of the place where the policy is issued or premium is received.

#### **The Policy is subject to the following Clauses**

##### **1. POLLUTION/CONTAMINATION EXCLUSION CLAUSE**

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

Pollution or contamination which itself results from a peril reinsured against, or  
Any peril insured against which itself results from a pollution or contamination.

This policy also excludes any liability in connection with disposed or dumped waste materials or substances.

##### **2. POLITICAL RISKS EXCLUSION CLAUSE**

The following shall be excluded from this Policy.

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

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

Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, Mutiny, Civil commotion assuming the proportions of or amounting to a popular rising, 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.

Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this provision, "terrorism" shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall

be upon the Insured.

### **3. GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE**

This Policy does not cover any liabilities for:

Personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.

The cost of removing, nullifying or cleaning up pollutants

Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

is caused by a sudden identifiable unintended and unexpected happening which takes place entirely at a specific time and place, and

if indemnified in not more than one annual period of original insurance

For the purposes of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

### **4. RADIOACTIVE EXCLUSION CLAUSE**

This Policy does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **5. NUCLEAR CAUSES EXCLUSION CLAUSE**

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

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

Definitions:

Nuclear material as defined in NMA 1975.

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

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

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

Nuclear waste as defined in NMA 1975.

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

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

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

## **6. ASBESTOS EXCLUSION CLAUSE**

It is hereby understood and agreed that this Policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of, resulting from, or in consequence of, or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity, provided that the loss or the losses are caused or contributed by the hazardous nature of asbestos.

## **7. ELECTRONIC DATE RECOGNITION CLAUSE EDRC**

### Section 1

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, 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

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 reinsurance 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 reinsurance.

## **8. COMMUNICABLE DISEASE ENDORSEMENT**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any

substance or agent from any organism to another organism where:

- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020