



**ERECTION ALL RISKS INSURANCE POLICY CONTRACT**

**Code No** : .....

**Policy No** : .....

**Period of Contract** : .....

**Principal** : .....

**Insured** : .....

**RISK CLASS COVERED** : Design, manufacture, test, supply, deliver, installation, complete and commission certain facilities, viz Design, Supply and Installation of 220kv Rusumo-Bugesera-Shango Transmission Line including but not limited to quality assurance, construction, associated civil works, pre-commissioning and delivery of the plant & provision of supervision and engineering services and all services and utilities related thereto as elaborately mentioned in the contracts submitted to the underwriters herewith.

**Risk Location** : .....

**1. INTERESTS INSURED AND LIMITS OF INDEMNITY**

**SECTION I : MATERIAL DAMAGES**

**Sums Insured** : .....

**SECTION II : THIRD PARTY PUBLIC LIABILITY**

**LIMITS OF INDEMNITY (RWF)**

**1. Bodily Injury**

Description	Limits of indemnity
Anyone person (Accident to a third party injured during site activities)	
Anyone event (Accident to third parties injured during site activities)	

Anyone period (Aggregate third parties injured during the site works period of insurance)	
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## 2. Property Damage

Description	Limits of indemnity
Anyone accident (Accident to third party properties)	
Anyone period (Aggregate accident to third party properties during the period of cover)	

## SUMMARY OF COVER

INTERESTS INSURED	MAXIMUM SUM INSURED (RWF)	PREMIUM (RWF)
Material Damages Contract Works	.....	.....
Third Party Bodily Injuries	.....	
Third Party Property Damages	.....	
Net Premium		.....
Fees		.....
VAT		.....
Total Amount Due		.....

Extensions see financial offer

## 2. SPECIFIC CONDITIONS

By the present contract, **PRIME INSURANCE LTD** undertakes to indemnify the insured against any unforeseen and sudden physical loss or damage that may occur to the erection works the period of works as well as surrounding properties and third party bodily injury and property damages that may become legally liable to pay.

## 3. SCOPE OF COVER

The policy comprises of 2 sections:

**Section I-Material Damage:** covering physical loss, damage or destruction of the property insured by any cause, other than those specifically excluded by the policy.

**Section II-Third Party Liability:** covering the legal liability falling on the insured contractor as a result of bodily injury or property damage belongs to a third party. The cover extends to any loss due to riot, strikes, insurrection, malicious damage, civil commotion & vandalism, theft/burglary.

## 4. DEDUCTIBLES/EXCESS

An excess/deductible is the first amount of each and every claim for which the insured is responsible.

Deductible/Excess for contract works material damage section:

-Acts of God/Testing: 10% of loss minimum 0.25% of sums insured  
-All other claims: 10% of loss minimum 0.125% of sums insured  
Deductible/Excess for third party liability material damage section: 5% of each and every loss with a minimum of Rwf 500,000

## **5. PARTICULAR CLAUSES**

The particular clauses indicated in the schedule override and take precedence of any other terms, conditions and exclusions that are stipulated in other general conditions if any of the insurer (PRIME INSURANCE LTD). Any claim(s) arising and settlement will only be limited to binding terms and conditions under this policy.

### **Loss Payee**

It is hereby agreed and understood that any payment to be made under this policy in cash shall be remitted to **NAME OF BENEFICIARY** with limits as per contract with the insured and whose receipt shall be full and final discharge to the Company in respect of such loss or damage.

### **5.1. Basis of indemnity clause:**

The indemnity shall be:

- 1) If repairable, the cost of repairing the damaged equipment to condition substantially the same as it was, but not better or more extensive than when new.
- 2) If not repairable, the full replacement Value : replacement Value shall mean the costs, which would have to be incurred immediately before destruction of or damage to insured item for replacing the destroyed or damaged item by new item of similar, kind, capacity, size and quality.

### **5.2 Additional Clauses/ Endorsements applied to this policy**

- **Watchman Clause:** It is a condition of this policy that: — (a) the insured shall employ a watchman who shall be given instructions that when the premises are closed against customers and callers the whole of the Premises shall be patrolled by him at intervals. (b) In the event of the services of such watchman being temporarily or permanently discontinued or unavailable the insurance shall be deemed to be suspended until the Company shall have been advised and their assent in writing to the continuance of the insurance obtained.
- **Theft Clause:** Theft under the meaning of this policy shall mean theft following upon housebreaking (causing actual forcible visible damage to the site stores or premises or part thereof) and connected therewith or if there shall arise any damage to the said stores or premises, the property of the Insured or for which the insured is legally responsible, which shall be due to any such theft as a foresaid or any attempt thereat, excluding theft by or with the connivance of any of the family, construction erection staff or domestic servants of the insured or any other persons lawfully on the Construction erection site stores or premises.
- **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, 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, tsunamis, 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.



Adjustment clause:

It is hereby noted and agreed that the insured value at risk is based on the estimated contract value during the construction period. It is further noted and agreed that the insured undertakes to declare the full final value of the contract at the time of construction completion and the Company are entitled to adjust the final premium accordingly.



Escalation clause (price variation):

In consideration of the payment of an additional premium amounting to 50% (fifty percent) of the premium produced by applying the specified percentage to the first of the annual premium as appropriate to the item(s) as specified in the schedule, the sum insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365 th of the specified percentage increased per annum.

Unless specifically agreed to the contrary the provision of this clause shall only apply to the sum insured in force at the commencement of each period of insurance, and at each renewal date the insured shall notify the insurers of :

1. The sums to be insured under each item, but in the absence of such instructions the sums insured under the items shall be those stated in the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increase which have been granted under this clause during the period of insurance up to that renewal date, and
2. The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy except insofar as they may have hereby been expressly varied shall remain the same.



Loss notification Clause:

In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall

- a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
- b) take all steps within his power to minimize the extent of the loss or damage;
- c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
- d) furnish all such information and documentary evidence as the Insurers may require;
- e) inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 5 working days of its occurrence.

- Loading and unloading of vehicles: It is hereby declared and agreed that the insurance by this policy does not cover nor the legal liability of the insured in respect of any bodily injury or loss of or damage to property caused or arising from loading or unloading vehicles.
- Temporary access road clause:  
It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the policy or endorsed thereon that this insurance shall irrespective of the periods of insurance specified in the policy indemnify the insured only for sudden and unforeseen accidental loss or damage to temporary access roads being part of the insured project if they and their cost of construction are included and specified in the contract value declared for the insured project under this policy, but only if such loss or damage occurs prior to such roads being completed or taken into use for their purpose, whichever takes place first. Nevertheless, the maintenance cost of such roads/streets is excluded from the coverage of the policy. Loss and or damage to private or public roads/streets is excluded.
- Vehicles licensed for general road use: It is agreed and understood that vehicles licensed for general road use there are not covered by this policy.
- Weather aggregate/ 72 Hours Clause:  
It is agreed that any loss of or damage to the Insured Property arising during any one period of 72 consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein.  
For the purpose of the foregoing the commencement of any such 72 hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hours periods in the event of damage occurring over a more extended period of time.
- Special conditions concerning the construction and/or erection time schedule:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule is two weeks.

- Warranty concerning structures in earthquake zones: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the

site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

- Windstorm or wind-related water damage: It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean wind speed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.
- Material on-site warranty: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, it is warranted that the value of materials stored on the site (excluding sand & ballast, cement, Timber, steel) at any one time shall not exceed RWF 50,000,000. If in the event of loss or damage, it is found that the value of materials on site is more than the above limit, then the amount recoverable by the Insured under the policy shall be reduced in such proportion as the limit bears to the actual value of the material on site.
- Property in off-site storage: It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, Policy shall not cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits of this policy.
- Special conditions concerning the construction of tunnels, galleries, temporary or permanent subsurface structures or installations:  
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of the expenses incurred for – alterations in the construction method or due to unforeseen ground conditions or obstructions, – measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage, – removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom, – dewatering unless necessary to reinstate indemnifiable loss or damage, – loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities, – the abandonment or recovery of tunnel-boring machines, – the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent. In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area. Maximum percentage payable : 20%.
- Exclusion of Loss of or Damage to Crops, Forests and Culture: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.
- Special conditions concerning underground cables, pipes and other facilities:  
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same. Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater. Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible

stated below. The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover. Deductible: 20% of the loss with a minimum of RWF 20, 00 0,000

- Warranty Concerning Camps and Stores: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.  
It is also agreed that the limit per store is RWF20, 000,000 and Limit per camp is RWF 50,000,000
- Warranty concerning construction plant, equipment and machinery if Plant and Equipment are insured: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.
- Warranty concerning construction material: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.
- Special conditions concerning safety measures with respect to precipitation, flood and inundation: It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved. For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies. Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.
- Special conditions concerning removal of debris from landslides:  
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of – expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides, – expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time. For other debris removal limits payable by insurer is RWF1,000,000.
- Special conditions concerning fire-fighting facilities and fire safety on construction sites:  
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that 1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times. Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps; 2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week; 3. fire compartments as required by

local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work; 4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day; 5. a “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as but not limited to – grinding, cutting or welding operations, – use of blow lamps and torches, – application of hot bitumen, or any other heat-producing operation. “Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot work” is examined one hour after the work has finished; 6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls. All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work; 7. a Site Safety Coordinator is appointed. A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade. A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly. The contractor’s personnel are trained in fire-fighting and fire-fighting drills carried out weekly. The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times; 8. the site is fenced off and access controlled. Value per storage unit: RWF 20,000,000 & 50,000,000

➤ Special conditions for laying water supply and sewer pipes:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event. The Insurers shall be liable only if 1. the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded; 2. the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating; 3. the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test. Maximum length: 500 metres

➤ Special conditions concerning drilling work for water wells:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils: – earthquake, volcanism, tsunami – storm, cyclone, flood, inundation, landslide – blow-out and/or cratering – fire/explosion – artesian waterflow – mud loss, which cannot be overcome by known practices – collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practices The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10% of the loss amount, minimum as stated below for any one occurrence. Special exclusions The Insurers shall not be liable for – loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance), – costs of fishing operations of all kinds, – costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc.). Deductible: 10% of the loss amount, minimum RWF 30,000,000 any one occurrence.

➤ Special conditions concerning piling foundation and retaining wall works:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred 1. for replacing or rectifying piles or retaining wall elements a) which have become misplaced or misaligned or jammed during their construction, b) which are lost or abandoned or damaged during driving or extraction, or c) which have become obstructed by jammed or damaged piling equipment

or casings, 2. for rectifying disconnected or declutched sheet piles, 3. for rectifying any leakage or infiltration of material of any kind, 4. for filling voids or for replacing lost bentonite, 5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity, 6. for reinstating profiles or dimensions. This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.



Approved adjuster clause:

It is hereby agreed that in the event of any survey and/or loss assessment to be carried out under the Policy, the amount of such loss shall be assessed by the agreed firms of adjusters specified in the Schedule or approved by regulator National Bank of Rwanda, subject to the terms and conditions of the Policy. However, PRIME INSURANCE LTD shall be first notified of the loss by the Insured prior to the appointment of the loss adjuster.

## **6. EXCLUSIONS**

### **I. GENERAL EXCLUSIONS APPLICABLE TO THE POLICY**

The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) Sub-contractors or independent contractors other than mentioned in this policy as insured.
- c) Nuclear reaction, nuclear radiation or radioactive contamination;
- d) Wilful act or wilful negligence of the Insured or of his representatives;
- e) Cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

- f) All claims related to previous works undertaken before commencement of this cover including other claims that can originate to defects of previous works are excluded.

### **II. THE MAIN EXCLUSIONS UNDER SECTION I FOR WHICH NO CLAIM IS PAYABLE, ARE LOSS OR DAMAGE DUE TO:**

- faulty design;
- rectification of aesthetic defects of structure not relating to any physical loss or damage to the structure due to any accident, or of material defector of workmanship defect. The exclusion of

defective material / workmanship is limited to the parts of the structure immediately affected and does not apply to any consequential loss to correctly executed items, arising out of the accident due to defective material or workmanship.

- Loss or damage due to gradual deterioration, atmospheric condition, rusting etc.
- Loss discovered only at the time of taking inventory.
- Loss arising out of penalty for delay, non-fulfillment of terms of contract.
- negligence, lack of skill, human error or malicious acts
- The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
- Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under section I of this policy;
- Liability consequent upon –
- bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section-I, or members of their families;
- Loss of or damage to property belonging to or held in care custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section-I, or an employee or workman of one of the aforesaid;
- Any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft; Any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**III. THE MAIN EXCLUSIONS UNDER SECTION II FOR WHICH NO CLAIM IS PAYABLE, ARE LOSS OR DAMAGE DUE TO:**

The indemnity expressed in this policy shall not apply to

1. Liability assumed by the insured by agreement and which would not have attached in the absence of such agreement
2. Liability in respect of
  - (a) Injury to or illness of any person under a contract of service or apprenticeship with the insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person with the Insured
  - (b) Any sums payable by the insured under legislation relating to occupational injury or illness
3. Liability in respect of loss or damage to property
  - (a) Belonging to the Insured:
  - (b) In the charge or under the control of the Insured or any servant or agent of the insured
  - (c) Being that part of any property on which the insured or any servant or agent of the insured is or has been working if that loss or damage results directly from such work
  - (d) Caused by or in connection with or arising from the bursting of any pressure part of
    - (i) Any steam boiler or any economizer
    - (ii) Any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured
4. Liability in respect of:
  - (a) Loss of or damage to any property or land or building caused by vibration or by the removal or

weakening of support

(b) Injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid

5. Liability in respect of injury illness loss or damage caused by or in connection with or arising from:

(a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of motor insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare

(b) Any vessel or craft owned or possessed or used by or on behalf of the insured or the loading or unloading thereof

(c) Any lift elevator escalator hoist or crane owned or used by the insured or for the maintenance of which the insured is responsible

(d) Defective sanitary arrangements or pollution

(e) Accident to any vessel or craft in consequence of the defective condition or unsuitability of any berth dock or mooring

(f) Any goods supplied repaired altered or treated by the insured

(g) Fire and explosion

6. Liability directly or indirectly occasioned by or through or in consequence of:

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

(b) Civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising insurrection rebellion revolution conspiracy military or usurped power.

(c) 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

(d) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences

7. (a) Liability 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

(c) Liability directly or indirectly caused by or contributed to or arising from nuclear weapons material

## **7. POLICY CONDITIONS**

### **i. Inspection**

Since engineering and loss prevention are most important, the insurance company is permitted, but is not obligated to inspect the Insured's equipment at any time.

### **ii. Duties In The Event Of Loss or Damage**

After a loss, the Insured is required to protect property from further damage and allow the insurance company reasonable time and opportunity to examine damaged property. Also, the Insured must assist the company in the process of investigating and adjusting the claim including making records and employees available for questioning on any matter relating to the claim. The Insured is required to send the insurance company a signed Statement of Loss containing the information the company needs to settle the claim.

**iii. Subrogation**

The insurance company has the right to take over the Insured's right to collect from a third party. The Insured must not do anything after the accident to harm such rights.

**iv. ACTION AGAINST THE COMPANY**

Legal action must be commenced by the Insured within 14 months from the date of accident, or per local requirements.

**v. NON CLAIM CLAUSE**

The effective date of this policy is fixed on 15<sup>th</sup> March 2022, the insurer will not be liable of all claims incurred before this date under this policy.

**vi. CLAIMS SETTLEMENT CLAUSE**

In case of any claim filed and having provided all the requirements by the client (insured), the insurer agrees to settle the claim within a maximum period of 30 days.

**vii. PREMIUM WARRANTY**

It is hereby agreed and understood that the cover accorded herein will stand NULL AND VOID if the considerate premium is not paid in FULL within 30 days from the inception date of the policy. If policy is not paid within stated period cover will automatically be cancelled without notice and the insurer will be released any liability in respect to this contract and the insured will pay premium for period from the inception of the policy up to cancellation date.

It is warranted that the if the payment of Premium under the Policy has been made through a cheque and if the cheque is returned unpaid for whatever reasons, the policy will be null and void since inception without notice to the insured and no liability to the insurer shall attach under the Policy.

**viii. CANCELLATION**

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

**ix. DISPUTE SETTLEMENTS**

The parties recognize that any dispute arising from the honoring or interpretation of this agreement shall be

settled amicably. In case no agreement is reached the matter shall then be submitted to Rwandan courts with competent jurisdiction.

**x. FRAUD CLAUSE**

It is hereby agreed and understood that if the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or within one month after the court has made its ruling, all benefit under this Policy shall be forfeited.

**xi. POLICY EXTENSION CLAUSE.**

It is hereby agreed that if this policy expires before the completion of the works, the cover will be extended for the specific period requested by the client (insured) and premium payable on short period rates. Also the maintenance will be adjusted accordingly.

Scale of short period rates is as follows:

<b>Period</b>	<b>Premium rate</b>
Not exceeding 3 months	25% of the annual rate
Exceeding 3 months but not exceeding 6 months	50% of the annual rate
Exceeding 6 months but not exceeding 9 months	75% of the annual rate
Exceeding 9 months but not exceeding 12 months	100% of the annual rate

IN WITNESS WHEREOF the undersigned acting on behalf of and under the authority of the Company has hereunto set his hand.

**Done at Kigali, June 1, 2022**

**For and On Behalf of Insured:**

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**For and On Behalf of Insurer:**

**PRIME INSURANCE LTD**