



MIC Building
 KN2 AV Nyarugenge
 Kigali, Rwanda
 T: 0788 150 100
 E: info@prime.rw
 www.prime.rw

GOODS IN TRANSIT INSURANCE POLICY CONTRACT

Channel :
 Policy No :
 Period of Insurance :
 RISK CLASS COVERED :
 Insured :
 Address : KIGALI-RWANDA

No	CLASS	SUM INSURED	COVER	NET PREMIUM	FEES	VAT	TOTAL
1	GOODS IN TRANSIT ALL RISKS INSURANCE	Indemnity against loss of or damage to property belonging to the Insured or for which the Insured is responsible arising from any accident or other perils, not otherwise specifically excluded in the policy, whilst in transit by any conveyance as specified in the Schedule.	5,000
TOTAL					5,000		

EXCESS: It is agreed that an amount equivalent to 5% of loss, minimum of Rwf 250,000 shall be deducted from each and every claim.

Cover:
Mode of Transport: By
Packages:

CONDITIONS APPLICABLE : Goods in Transit Policy Conditions.

SPECIAL EXCLUSIONS :

- | | |
|---|--|
| a) War, riot, insurrection, revolution and related perils and terrorism. | or shall have been covered with a proper tarpaulin. |
| b) Theft by own employees. | f) Depreciation, deterioration, damp, vermin, insect. |
| c) Theft of cargo from truck(s) left or parked in unattended place. | g) Shortages, Loss of weight and unexplained missing (not consecutive to road or rail accidents or theft duly reported to police |
| d) Consequential loss of any kind. | h) Shock & derangement not consecutive to vehicle accident |
| e) Atmospheric or climatic conditions unless the property is conveyed in a closed vehicle/Wagon | i) Damages caused by rain water |

Claim Procedures

It is hereby agreed and warranted that the Insured shall always make sure that LIABILITY OF CARRIERS; BAILEES OR OTHER THIRD PARTIES are established.

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Insured or their Agents are required:-

- To claim immediately on the carriers, or other Bailees for any missing packages.
- In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
- If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals or subsequent identification.
- To apply immediately for survey by carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- To give notice in writing to the carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

In addition to the above requirements, Insured shall provide the following documentation /supporting documents in case of claim:

- Custom declarations from the ports.
- Cover will expire at the destination Kigali international airport, Rwanda
- Custom exit notes.
- Delivery note counter signed by both transporter and Consignee
- Reserve note signed by respective transporters and the Insured or his representatives in case of losses /shortage or gaps between goods loaded and delivered.
- Original or copy of shipping invoices, together with shipping specifications and/or weight notes.

- Original bill of lading and/or other contracts or carriage.

- Survey report or other documentary evidence to show the extent of the loss or damage.
- Correspondence exchanged with the carriers and other parties regarding their liability for the loss or damage

Subject otherwise to GIT policy conditions attached and forming part of contract.

Done at Kigali, 20.....

For

For PRIME INSURANCE

Authorized Signature

Authorized Signature

GIT SPECIMEN

GOODS IN TRANSIT INSURANCE POLICY TERMS AND CONDITIONS

WHEREAS the Insured designated in the Schedule hereto has applied to the **Prime Insurance Ltd** (herein after called “the Insurer” or “the Company”) by a proposal and Declaration which the Insured has agreed shall be 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 herein after contained.

NOW THIS POLICY WITNESSETH that subject to the Terms Provisions and Conditions contained herein or endorsed hereon the Company hereby agrees that if during the Period of Insurance stated in the Schedule or during any subsequent period for which the Company may accept payment for the renewal of this Policy any of the Property described in the Schedule shall be lost damaged or destroyed by any of the Insured Perils stated in the Schedule while such Property is within the Geographical Area described in the Schedule and is being carried (otherwise than by air) by any Conveyance specified in the Schedule or whilst loaded on such Conveyance and temporarily housed in course of transit the Company will indemnify the Insured by paying or at its opinion making good by repair reinstatement or replacement the amount of such loss damage or destruction.

PROVIDED ALWAYS that the liability of the Company under this Policy shall not exceed the limits specified in the Schedule.

PROVIDED ALSO that the Company shall not be liable hereunder in respect of the amount, shown in the Schedule has the Excess in respect of each and every claim.

PROVIDED ALSO THAT: -

1. The due observance and fulfillment of the Terms provisions Conditions and Endorsements of the Policy by the Insured is 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 signed by an official authorized by the Company.
2. The insurance by this Policy shall not apply to: -
 - (a) Loss or damage caused by explosives or goods of a dangerous nature carried by the conveyance.
 - (b) Loss or damage due to wear and tear, moth, vermin, insects, damp, mildew, rust, depreciation or deterioration (not arising from any of the Insured Perils as stated in the Schedule) contamination fermentation or spontaneous combustion.
 - (c) Loss or damage due to atmospheric or climatic conditions when the Property insured is contained in open vehicles unless such Property shall have been adequately and properly protected.

- (d) Loss due to delay or loss of market or consequential loss or damage of any kind.
- (e) Loss or damage which is in any way caused or facilitated by the dishonesty of any person or persons in the service of or employed by the Insured.
- (f) Damage to other property caused by the leakage or spilling of liquid from container vessels unless caused by the overturning or impact with any object of the conveyance in which such property is carried or by loading and unloading.
- (g) Loss or damage to: -
 - (i) Deeds bonds bills of exchange promissory notes money securities for money stamps documents of title to property precious metal or stones jewellery explosives or goods of a dangerous nature.
 - (ii) Raw cotton and all other vegetable fibres and grass petroleum and other mineral and rock oils and lubricating oil containing mineral oil naphtha turpentine other wood spirit and liquid products of any of the livestock furs or fur skins or silk goods.
 - (iii) Breakage of clocks watches scientific instruments Marble pictures china glass earthenware machinery metal castings articles of virtue or the like.
- (h) Damage to furniture including paintings pictures drawings and etchings as the result of scratching rubbing or abrasion
 - (i) Loss or damage caused by hooks or slings.
 - (j) Any accident or any loss or damage or destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- (l) **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE NMA 1975 (REINSURANCE) (1994) (WORLD-WIDE EXCLUDING USA & CANADA)**

This Policy shall exclude Nuclear Energy Risks are, claim or expense.

Whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to: -

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

- (i) All property on the site of a nuclear power station.
 - Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property on any site (including but not limited to the sites referred to in (i) above) used or having been used for: -
 - a) The generation of nuclear energy; or
 - b) The production, use or storage of nuclear material

- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

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

- i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in i) to iii) above (including contractors' plant and equipments);
- ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of 1) above;

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to: -

1. The provision of any insurance or reinsurance whatsoever in respect of: -
- (a) Nuclear Material
 - (b) Any property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first critically where so
2. The provision of any insurance or reinsurance for the under-noted perils: -
- Fire, Lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the local Nuclear Insurance Pool and/or Association; in respect of any other property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definition:

“Nuclear Material” means Nuclear fuel, other natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either or in combination with some other material;

and

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- i) Any Nuclear Reactor
- (ii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or storage of Nuclear Material” means the production manufacture enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- i) for nuclear power stations and nuclear reactors, the vessels or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- ii) for non-reactor Nuclear Installations, any are where the level of radioactivity requires the provision of a biological shield.

(m) Losses or damage to Property by Fire or Theft from unattended vehicles

CONDITIONS

1. All notices required to be given by the Insured to the Insurer/Company shall be given in writing to the Company at its Head Office.
2. The Insured shall at all times take reasonable measures: -
 - i. to maintain in efficient condition any conveyance described in the Schedule hereto.
 - ii. to ensure that the conveyance employed is suitable for the purpose for which it is used.
 - iii. to ensure the safety of the Property insured.
 - iv. to inform insurer about all transport intended at least 24hrs before parking

- v. to ensure tracking device is in good conditions and send signals at all times while in goods are being transported from insured premises to destination specified herein the policy.
3. If any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then this policy shall be voidable by the Company.
 4. Should the Premium of this Policy be based or partly based on estimates furnished by the Insured the Insured shall within fourteen days from the end of each period of insurance render to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be provided however that the Minimum Premium payable in respect of any period of insurance shall be the sum so specified in the Schedule.
 4. Immediately the Insured or any person connected with the business Insured shall become aware of any loss or damage covered by this Policy they shall take all reasonable steps to minimize such loss or damage and to trace and recover the property lost. In the case of loss or damage by theft or pilferage they shall take all reasonable steps to discover and punish any guilty person or persons and give immediate notice to the Police. Immediate notice of the loss or damage shall also be given in writing to the Company with particulars so far as the same shall then be known and within fourteen days thereafter the Insured shall deliver to the Company furnishing evidence satisfactory to the Company to substantiate the claim made. The Company may at any time at its own expenses and without prejudice to any question between it and the Insured take such steps as it thinks fit for the recovery of any of the property lost or stated to be lost and for this purpose the Insured shall as and when give all information and assistance to the Company.
 5. The Insured shall not come incur any expense in making good any damage without the written consent of the Company and shall not negotiate settlement pay admit or repudiate any claim without the like consent.
 6. Any rights of indemnity vested in the Insured against third parties for loss or damage sustained in respect of which a claim is made hereunder may if and when the Company so desire and whether the amount of the Company's liability hereunder has been ascertained or not be enforced by the Company for its own benefit and to the extent of its own loss and the Company may use the Insured's name in any actions negotiations or proceedings in connection with any claim against third parties and the Insured shall render at the Company's expense all necessary assistance in any such actions negotiations proceedings.
 7. The Insured shall give immediate notice to the Company of any alterations, which materially affect the risk covered by this Policy.
 8. If at the time of the happening of any loss covered by this Policy there shall be sub subsisting any other insurance of any nature whatsoever covering the same whether effected by the Insured or not then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss.
 9. The Company may at any time by giving notice in writing to the Insured by registered letter at his address last known to the Company cancel the Policy as from the date of such notice in which event the premium

paid shall be adjusted in terms of Condition 4 of this Policy as if the date of such cancellation was the end of one of the periods of insurance therein referred to.

10. Any dispute arising out of this contract shall first be settled amicably, if the difference continues, the case shall be referred to the competent court within Rwandan jurisdiction.
11. 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.

Done at Kigali, 20.....

For

For PRIME INSURANCE

Authorized Signature

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