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**MOTORBOAT INSURANCE POLICY CONTRACT**

INSURED : .....  
 ADDRESS : .....  
 CODE N° : .....  
 CONTRACT N° : .....  
 EFFECT DATE : .....  
 EXPIRY DATE : .....  
 RISK INSURED : **BODY OF THE BOAT + THIRD PARTY LIABILITY**  
 LIMITS OF INDEMNITY : **SEE ARTICLE 2 & 4**

**Summary of Premium**

Net Premium	Fees	VAT	Total Premium

**ARTICLE 1. PARTICULAR CLAUSES:**

The particular conditions hereafter precise, complete and modify the General Conditions to be part of this contract. In case of any contradiction, the particular conditions take precedence over the General Conditions.

Subject to terms, exceptions and conditions of Public Liability and to particular clauses contained herein or endorsed hereon, **PRIME INSURANCE LTD** undertakes to cover

.....against all financial consequences that the Insured may become legally liable to pay consequent upon third party accidental death or bodily injury (hereinafter termed injury), or accidental loss of or physical damage to tangible property (hereinafter termed damage) caused by insured boat occurring within the territorial limits of Rwanda during the period of insurance in the course of or in connection with the insured's activities.

**ARTICLE 2: DESCRIPTION OF THE INSURED BOATS**

No	Make/Model/Type	Usage	Passengers	Serial No/Engine No	VALUE
1					

**ARTICLE 3 : EXTENDED WARRANTY**

**Losses and/or damage to the boat** and damage sustained by it as a result of an accident, fire or any event inherent to navigation (storm, grounding, etc.) and the loss or damage caused to the boat after theft or attempted theft.

**ARTICLE 4: LIMITS OF INDEMNITY**

The sum insured for the body of the boat, the limits of indemnity for third party liability and those for passengers shall be as follows:

**a) Body of the boat**

- Material damage : As per values described in article 2 of this contract set against  
each boat
- Excess : 5% per each and every claim with a minimum of 200,000Rwf

**b) Third party liability**

- Bodily injury : ....., 000,000Rwf / person  
: ....., 000,000Rwf / event  
: ....., 000,000Rwf/ period of insurance
- Material damage : ....., 000,000Rwf / event  
: ....., 00,000Rwf/ period of insurance
- Excess : Nil

**c) Passengers : ..... Passengers**

- Death : Rwf ....., 000,000
- Permanent disability : Rwf ....., 000,000
- Medical fees : Rwf ....00,000

**ARTICLE 5 : MAIN ACTIVITIES**

The boats insured is mainly used for Transport of .....

**ARTICLE 6: RECONSTITUTION OF THE GUARANTEE**

In consideration to the limits of the guarantee as specified in article 4, the parties agree that for the period of insurance (effect to expiry date), the maximum amount of indemnities will not

exceed the values mentioned in the policy. However if the insured add some items on the existing policy before the expiry date, the subscriber shall pay the additional premium calculated proportionally to the remaining insurance period.

**ARTICLE 7: PREMIUM DETAILS**

**The premium to be paid is shown as follows:**

Annual net premium	:
Administrative Fees	:
VAT (18%)	:
<b>Total premium</b>	:

The annual net premium is fixed at .....Rwf and the subscriber must pay ..... Rwf (fees and VAT inclusive).

**ARTICLE 8: GENERAL EXCLUSIONS**

Excluded risks in all cases.

Are always excluded:

Damage or loss resulting from the following events:

-Foreign war: It is the responsibility of the insured to demonstrate that the loss results from an act other than the fact of foreign war;

-Civil war, insurrection, rebellion, revolution, usurpation of power, confiscation, requisition, and destruction on command of the governments or all other public authorities: it is up to the insurer to prove that the damage results from one of these facts;

-Direct or indirect effects of explosion, release of heat, irradiation resulting from the transmutation of core of atom or the radioactivity as well as the damage due to the effects of radiation caused by the artificial acceleration of the particles including those due to the atomic weapons;

-Consequential loss of all kinds;

-Wear and tear : damage and costs of goods or facilities or parts of installations affected by wear resulting from the continual action of external agents and causing oxidation, rust deposits, scale or the action parasites such as mites, mold, termites and other insects. This exclusion does not apply if the cause and the event can be considered simultaneously. In addition, this exclusion does not apply to cases where fire and/or explosion would follow;

-The willful act or fraudulent fault of the Management of assured Institution or the personnel substituted in this direction, the case of ill will of the personnel;

-Any liability towards third parties other than which insured;

-Pollution and/or contamination;

-Damage or loss caused by the temperature and by luck, malfunction, failure or stoppage of refrigerating.

-Damage or loss caused by objects carried by live animals, slaughtered meat, corrosive or fulminating gunpowder, explosive with exception of hunting ammunition, unless they have been specifically covered.

-Damage or loss resulting from delay in delivery of cargo, including differences of exchange rate, any quarantine fees, storage fees, accommodation or other costs ;

-Damage or loss arising from an accident caused by a driver under the influence of alcohol or drugs or do not meet the conditions prescribed by law and regulation to drive boats.

#### **ARTICLE 9: SPECIAL EXCLUSIONS**

Thefts:

Caused by riot or civil commotion, acts of terrorism or sabotage committed as part of concerted actions of terrorism or sabotage, and / or committed by staff of the insured, the caretakers, unless these thefts are perpetrated out of hours service or labor, burglary of closures of premises containing insured property and subject to the complaint was filed; by tenants and subtenants other occupants authorized by the insured. In the event of damage, the insured must:

-Inform local police or public authority in the twenty four hours following the time when it was informed of the theft or the attempt of theft;

-Declare the damage to the insurer as soon as he/she knows about it and at the latest in the twenty four hours;

-Provide to the police and to the insurer a statement, certified sincere and signed by him/her, of the destroyed or damaged goods or which disappeared;

-Lend his assistance to the police and to the insurer to facilitate the search of the criminals and the recovery of the stolen objects or values;

In the event of recovery of the stolen objects, the insured must immediately inform the insurer in writing.

If the stolen goods are recovered:

-Before the payment of the indemnity, the insured gets back possession of the aforesaid goods and the insurer will pay allowance corresponding to possible deterioration and expenses that the insured should have usefully exposed and / or with the agreement of the insurer for the recovery of these goods;

-After the payment of indemnity, the insurer will have the choice either to recover, or renounce in favor of the insured; the property will become the possession of the insured.

In the event of recovery, the payment will be revised by valuing the goods regained at the day of recovery and the insured will pay to the insurer the excess of indemnity that he would have received.

When the insured has suddenly known that someone holds the stolen good, he must inform the insurer in writing within twenty four hours.

## **ARTICLE 10: RECOMMANDATIONS**

Every time you take your boat out on the water is a new experience. No matter how many trips you have under your belt, it is best to freshen up on boat safety before each voyage. Be sure you and your passengers follow these safe boating tips and practices to help promote an incident-free return from each outing.

### **Before Setting Out on Your Boat**

Ensure that your boat is operating properly before heading out onto the water. Follow this pre-departure checklist to help you avoid any potential problems.

- Share your float plan with a friend or relative. Be sure to include your destination and expected time of return.
- Check fuel levels and add as necessary.
- Check your engine. For in-board engines, open the hatch to look for fuel or fluid (oil, coolant, etc.) leakage or excess water in the bilge, or the lowest section inside of a boat. For outboard engines, check the fuel system for leaks or heavy gas odor. Excessive fuel vapors from either engine type can be a sign of a serious problem.

- Ensure all lights are functioning and in place.
- Check for any electrical issues such as loose, disconnected or corroded conductors.
- Test radio/communications devices.
- Run blowers to evacuate fumes and vapors from the bilge prior to starting your engine.
- Attach your boat and vehicle keys to a floating bobber.
- Check the local weather, sea reports and boating forecasts. As the operator of the boat, you have a responsibility to pay attention to the weather and should not head out if adverse conditions are expected.
- Have an emergency/evacuation plan in place, and go over it with your passengers.
- Review the vessel's controls, location of personal flotation devices and location of fire extinguishers with your passengers

### **What to Take Aboard**

No matter how careful you, your passengers and fellow boaters may be, accidents can still happen. In the event of an incident, you should always have these items with you while you are out on your boat:

- Boat certificate and registration.
- Towing policy paperwork (if you have one).
- Personal flotation device (PFD) with protective packaging removed for each passenger.
- Charged and functioning fire extinguisher.
- Fully-stocked boating emergency/survival kit.

### **Staying Safe on the Water**

Having a good time while out on the water includes getting everyone back to shore safely. Whether you are navigating or just along for the ride, everyone plays a critical role in boating safety. Be sure you and your passengers practice these safe boating behaviors on every outing:

- Do not exceed the number of passengers safely allowed on your vessel.
- Make sure all passengers remain in their proper, seated positions on the boat while it is in motion.
- Children should wear a PFD at all times this is required by law.
- Adults should consider wearing them as well, and at a minimum, they should be readily available.
- Shut off the engine while passengers are loading and unloading for recreational activities such as tubing, waterskiing, wakeboarding and swimming.

- Monitor gauges at the helm (voltage, temperature, fuel) to help promote safe operation and identify any issues as soon as possible.
- Be aware of your surroundings, like water conditions and other vessels, to help you react to any potential dangers in a timely manner.
- The primary and backup operator (if you have one) should abstain from consuming any alcoholic beverages prior to or during the outing.

**ARTICLE 11: DISPUTE SETTLEMENTS**

Any dispute or difference between the Parties arising out of, or in connection with, or resulting from this policy, its application or interpretation shall in the first instance be settled amicably. Where such dispute or difference cannot be so settled within thirty (30) days from the date a notice of the dispute was brought to the attention of the Party, it shall be referred to the Rwandan competent court.

Done at Kigali, on .../.../20...

For and On Behalf of Insured:

.....

For and On Behalf of Insurer:

PRIME INSURANCE LTD

Marine Hull Policy Sp