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Public Liability Insurance Policy

INSURED :
 ADDRESS :
 TELEPHONE :
 CODE :
 Policy N° :
 EFFECTIVE DATE :
 EXPIRY DATE :
 RISK INSURED :
 BUSINESS/PROFESSION :

Scope of covers and limit of liability:

RISK COVERED	Limit of Indemnity (Rwf)	PREMIUM(RWF)
<u>Third Party Bodily Injury</u>		
Limit per Persons		
Limit per event		
Limit per Year		
<u>Third Party Material Damage</u>		
Limit per event		
Annual limit per year		
Total Net Premium		-
Fees		
VAT		
TOTAL PREMIUM		

Excess: Nil

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 can-celled without notice and the insurer will be released any liability in respect to this con-tract 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 in-surer shall attach under the Policy.

Subject to the Public Liability insurance terms and conditions attached and forming part of the contract.

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

For and on behalf of Insured:

.....

For and on behalf of Insurer:

PRIME INSURANCE Ltd

Public Liability Policy Specimen

Public Liability Insurance Policy

I. Insuring Agreement

Subject to the terms, limits, exclusions and other conditions contained in this policy and schedule, and in consideration of the Insured having paid or agreed to pay the premium

PRIME Insurance Ltd (hereafter called "the Insurer")

agrees to indemnify the Insured against

1. all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any insured occurrence to which this policy applies and within the limits of indemnity hereunder as stated and in connection with the business as described in the schedule.
2. all costs and expenses of litigation incurred with the written prior consent of the Insurer in respect of a claim against the Insured to which the indemnity expressed in this policy applies

II. Insured Occurrences

(Applicable as stated in the schedule)

- a) Bodily injury (including death to or illness or disease) of or to any person
- b) Loss of or physical damage to tangible property

happening during the period of indemnity insured by this policy but excluding products liability described hereunder and having been reported to the Insurer not later than three years after the expiry of this period of indemnity.

III. Limits of Indemnity

1. Any one Occurrence

The liability of the Insurer for all compensation costs and expenses payable to any claimant or number of claimants in respect of any one occurrence shall not exceed the sum stated in the schedule as the limit of indemnity for any one occurrence.

2. Claims Series Clause

For purposes of determining the limit of the Insurer's liability in respect of In-sured occurrences as defined as all losses arising out of continuous or re-peated exposure to substantially the same harmful conditions shall be deemed as one occurrence and as having occurred during that period of indemnity in which the first loss occurred.

3. Aggregate Limit

The liability of the Insurer for all compensation costs and expenses payable in respect of all occurrences happening during any one period of indemnity shall not exceed the sum stated in the schedule as the aggregate limit.

IV. Territorial Limits/Jurisdiction

The policy territory means RWANDA (the country where the Insurer is domiciled). The policy is governed by the law/jurisdiction of RWANDA.

V. Exclusions

This policy shall not apply to:

1. liability in respect of injury to or illness or disease of any person under a contract of employment service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of his employment;
2. liability in respect of
 - a) any vehicle (or trailer attached thereto) licensed for public road use or for which compulsory insurance is required by any road traffic legislation if such vehicle is owned leased hired borrowed or driven by the In-sured specified in the schedule or by the person seeking indemnity
 - b) the loading or unloading by or of any vehicle or trailer;
3. liability in respect of:
 - a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
 - b) the loading or unloading by or of any vessel, water craft or aircraft;
4. any remedial professional or other advice or service or treatment given, administered or ommitted by the insured (Professional Indemnity);

5. liability for any financial loss not resulting from property damage or bodily injury as defined in II (pure financial loss);
6. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from pollution of air, water or soil. Exception shall be made to "accidental pollution" herein defined as unforeseen incident/accident within factory premises that leads to accidental pollution of the environment within/surrounding the factory premises.
7. liability in respect of loss of or damage to property
 - a) belonging to the Insured
 - b) worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured;
8. liability for loss of or damage to property arising from fire, lightning or explosion on the Insured's premises;
9. claims as far as the delayed performance or fulfilment and the compensation substituting the fulfilment of contracts are concerned;
10. claims for damages to work or goods produced or supplied by the insured (or by third parties under his order or for his account) due to a cause inherent in the manufacture or supply;
11. liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity or good supplied installed or erected by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof;
12. liability in respect of any commodity or good supplied installed or erected by the Insured for aviation or spacecraft purposes or the automobile industry (including any spare parts and components) purposes;
13. liability in respect of any occurrence which results from a deliberate dishonest or intentional act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
14. liability assumed by the Insured by contract or any other agreement unless such liability would have attached to the Insured in the absence of such contract or agreement;
15. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- b) the radioactive toxic explosive or other hazardous properties of any ex-plosive nuclear assembly or nuclear component thereof
 - c) asbestosis or any related disease (including cancer) resulting from the existence production handling processing manufacture sale distribution storage deposit or use of asbestos asbestos products and/or products containing asbestos;
16. liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power terrorism vandalism malicious mischief or sabotage;
17. fines penalties punitive or exemplary damages;
18. claims filed by the Insureds under this policy against each other or filed by any party
- which is directly or indirectly owned, controlled, operated or managed by the Insured,
 - which owns, controls, operates or manages the Insured,
 - in which the Insured is a partner, consultant or employee or relative (incl. spouse).

VI. Conditions

This policy any endorsement hereon the schedule and the special conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the schedule or the special conditions shall bear that meaning wherever it may appear.

1. The Insured shall take all reasonable precautions to prevent or minimize injury, illness, loss or damage which may give rise to a claim under this policy.
2. Any occurrence which might give rise to a claim under the policy shall be reported in writing to the Insurer as soon as possible. As far as practicable no alteration or repair shall be carried out until the Insurer has had an opportunity of investigating. The Insured shall give immediate notice of any impending prosecution inquest fatal injury or civil proceedings in connection with the occurrence and shall send to the Insurer immediately every relevant document.
3. The Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written

consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Insurer may reasonably require.

The Insurer will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Insurer and elects to contest or continue any legal proceedings then the liability of the Insurer shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal.

4. The Insurer may pay to the Insured the maximum sum payable under this policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Insurer shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
5. If at the time of any occurrence or claim there is or but for the existence of this policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this policy to indemnify the Insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this policy not been effected.
6. If the premium for this policy has been calculated on any estimates given by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Insurer to inspect such record and, following the expiry of each period of indemnity, shall supply to the Insurer a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.
7. The Insurer may at any reasonable time inspect any property and, in the event of any defect or danger being apparent, the Insurer may give written notice to the Insured when all liability of the Insurer arising from such defect or danger shall be suspended.
8. If at any time anything shall occur materially affecting the risk insured, the Insured shall within seven days give notice in writing to the Insurer.
9. The Insured shall at all times
 - a) give to the Insurer or their duly appointed representatives such information, assistance and signed statements as the Insurer may require, and
 - b) assist in the defence of any claim without charge to the Insurer;

10. The due observance and fulfilment of the terms, provisions and conditions so far as they relate to anything to be done or complied with by the Insured and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the Insurer.
11. In the event of any dispute arising between the Insured and the Insurer, this insurance shall be governed by the law of the country specified in the schedule, whose courts only shall have jurisdiction in any dispute arising hereunder.
12. It is hereby agreed that if any payment is made under this insurance in respect of a claim, the Insurer is thereupon subrogated to all the Insured's rights of recovery in relation thereto.
13. If the Insured makes any claim knowing the same to be fraudulent or false, as regards amount or otherwise, this Insurance shall become void and all claims thereunder shall be forfeited.
14. This insurance shall not be called upon in contribution and shall only pay such loss if and so far as it is not recoverable under any other insurance.
15. The indemnity provided by this policy is restricted to apply in respect of
 - a) compensation resulting from judgement rendered by or obtained from a court of competent jurisdiction in the territory stated in the schedule
 - b) charges, expenses and legal costs incurred and recoverable in the territory stated in the schedule.
16. In the absence of local legal regulation regarding cancellation, this insurance may be cancelled by the Insured at any time by giving written notice to the Insurer. This insurance may also be cancelled by or on behalf of the Insurer by registered, certified or other first class mail to the Insured's address as shown in this schedule, containing written notice about when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
17. If this insurance is cancelled by the Insured the Insurer shall refund the customary short rate proportion of the premium hereon.

If this insurance is cancelled by, or on behalf of, the Insurer for any reason other than non-payment of the premium or any breach of contract by the Insured, the Insurer shall refund the pro rata proportion of the premium hereon.
18. Payment or tender of any unearned premium by the Insurer shall not be a precondition for the validity of cancellation, but such payment shall be made as soon as practicable.

19. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

VII. Termination of policy

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on a thirty (30) days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation. The insurer is not liable

for any claim(s) incurred during the notice period.

VIII. 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.

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

For and on behalf of Insured:

.....

For and on behalf of Insurer:

PRIME INSURANCE Ltd