



Britam Insurance Company (Rwanda) Ltd
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ALL RISKS INSURANCE CONTRACT

ALL RISKS INSURANCE

In consideration of the Insured named in the schedule having paid Britam Insurance Company (Rwanda) Ltd. (hereinafter called the insurer) the premium stated herein.

The Company agrees, subject to the terms and conditions set out hereunder, to indemnify the Insured against any loss, damage or destruction of the insured property through any accident or misfortune unless excluded.

The proposal and Declaration made by the insured are the basis of and form part of this policy

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Signed for and on behalf of the Company

Please read this policy to ensure that it is in accordance with your requirements

EXCEPTIONS

This policy does not cover:

- a) Loss or damage directly or indirectly occasioned by contributed to by or traceable to or arising out of or in connection with war invasion the act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, strike, riot, civil commotion, rebellion revolution, insurrection, mutiny, military or usurped power or by any direct or indirect consequences of any of the said occurrence and in the event of any claim under this policy the insured shall prove that the loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- b) (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
(ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- c) The indemnity or compensation provided by this policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- d) Loss or damage caused by:-
 - i) Electrical or mechanical breakdown or faulty manipulation
 - ii) Wear, tear, gradual deterioration, vermin, inherent vice, rust or atmospheric conditions
- e) Loss or damage to the property insured caused by its undergoing any processes involving the application of heat, or the actual process of dyeing, cleaning, repair or renovation
- f) Consequential loss of any kind or description
- g) Loss of cash, currency, bank notes, securities or negotiable instruments of any kind
- h) Theft of property from any unoccupied vehicle unless such vehicle is a private care with a completely self-contained lockable totally enclosed luggage compartment or boot and unless the property is contained in the said luggage compartment or boot and unless the property is contained in the said luggage compartment or boot while securely locked.
- i) Breakage or articles of a brittle nature unless such breakage is caused by fire or thieves.

- j) Damage to or scratching of photographic or scientific apparatus (including binoculars, telescope and the like) unless the apparatus itself is damaged at the same time.
- k) Loss or damage due to theft or attempted theft with the connivance of the insured or any member of the insured's family or employee of the insured.
- l) Loss or damage whilst the insured articles are left in an unoccupied building for a longer period than seven days unless suitable arrangements are made for the safety of the said articles and the consent of the Company is obtained to such arrangements.
- m) Loss or damage to property when in transit as unaccompanied baggage shipped under a bill of lading, parcel receipt, way bill or similar document

CONDITIONS

1. The insured shall take all reasonable precautions for the safety of the property insured and on the happening of any event giving rise or likely to give rise to a claim under this policy the insured shall notify insurer immediately the same shall have to come to his knowledge.
 - (i) In case of theft or loss give immediate notice to the police and take all practicable steps to cause the discovery and punishment of any guilty person and to trace and recover the property.
 - (ii) Give the Company notice in writing and supply all such detailed particulars and proofs as may be reasonably required. In no case shall the Company be liable for any loss or damage not notified to the Company within thirty (30) days of the event.
2. The Company shall be entitled:-
 - (i) On the happening of any loss or damage to take and keep possession of the property hereby insured and to deal with salvage in a reasonable manner and this policy shall be proof of leave and license for such purpose but property may not be abandoned to the Company.
 - (ii) To repair or replace the property or any part thereof for which it may be liable under this policy instead of making good the loss or damage by payment to the insured in money and reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this policy.
 - (iii) To take proceedings at its own expense for its own benefit but in the name of the insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this policy.
3. No claims shall be recoverable hereunder if the benefit of the contract herein contained shall become vested in any person other than the insured unless written consent of the Company thereto be first obtained.
4. The insurance by this policy may be cancelled at any time by giving thirty days notice by registered letter from the Company to the insured's last known address and in such event the company will return a pro rata portion of the premium for the unexpired period of insurance
5. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on behalf to obtain any benefit under this policy all benefit there under shall be forfeited.

6. If at time of any loss or damage happening to any property hereby insured there is any other subsisting insurance or insurances whether effected by the insured or by any other person or persons covering the same property the company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
7. All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the company. If the company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve (12) 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 recovered hereunder.

SPECIAL ENDORSEMENTS ATTACHING TO THIS POLICY

EXCESSES

The insurer shall not be liable for the first amounts or percentages, whichever is greater, as shown in the schedule

EXCLUSION OF THEFT FROM UNATTENDED VEHICLES

It is hereby declared and agreed notwithstanding anything contained herein to the contrary that no claim shall be admissible under this policy for loss of the insured property by theft from an unattended motor vehicle unless

1. at the time of the theft the property was contained in the motor vehicle's locked boot (which shall be deemed to mean only a separate compartment designed for baggage and inaccessible from inside the motor vehicles)

and unless

2. the theft shall be a direct result of violent and forcible entry of the locked boot itself from outside the motor vehicle and there shall be external and visible evidence of such entry.

AUTOMATIC REINSTATEMENT OF LOSS

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

LOCKED BOOT/ LOCKED CAR CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, no claim shall be admissible under this policy for loss by theft from any motor vehicle

unless the items stolen are contained at the time of loss in a locked boot or locker forming an integral part of the vehicle.

It is a condition of this policy that the insured shall take all ordinary and reasonable precautions for the safety of the items insured

PAIRS AND SETS CLAUSE

Where an item consists of articles in a pair or set, this policy is not to pay more than the value of any particular part or parts which may be lost or damaged without preference to any special value which such article or articles may have as part of the pairs or sets.

RIOT AND STRIKE ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject to the Special Conditions hereinafter contained).

Loss of or damage to the property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

AVERAGE CLAUSE

If the property hereby insured shall, at the time of loss, be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy, shall be separately subject to this condition.

ENDORSEMENT REGARDING COMPUTER RELATED CLAIMS

For the purposes of this Memorandum the expression Electronic Equipment shall mean any computer or other equipment or system for processing storing or retrieving data and

shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device,

This policy shall not cover any loss damage or breakage by any cause;

directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the Insured or not, and whether occurring before during or after the year 2000

1. correctly to recognize any date as its true calendar date
2. to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date

Subject otherwise to the terms, conditions and exceptions of this Policy.