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FIRE INSURANCE CONTRACT

Welcome to Fire Insurance Policy

Dear Our Esteemed Client,

I would like on my own behalf and that of the entire company to take this opportunity to thank you for choosing us as your insurer.

At BRITAM Rwanda, we are committed to giving to our policyholder's quality service and carefully designed insurance products, such as the one you have purchased. This is your policy document and it's the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Thank you for your business support and feel free to contact us in case of any future insurance needs or questions.

Yours faithfully,

**CHIEF EXECUTIVE OFFICER
BRITAM INSURANCE CO. (RWANDA) LTD.**

FIRE INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto having paid to the Company the sum shown as the premium in the said Schedule.

NOW THIS POLICY OF INSURANCE WITNESSETH that, subject to the conditions expressed in and endorsed upon this Policy and which are to be taken as part thereof, the Company will in the event of loss or damage by Fire or Lightning happening to the property described in the said Schedule, or any part thereof, between the date named as the commencing date of this Insurance and four o'clock in the afternoon of the date named as expiry date, or before four o'clock in the afternoon of the last day of any subsequent period of which there shall have been paid to and accepted by the Company the sum required for the renewal of this Policy, pay or make good to the Insured the value of the property so destroyed, or the amount of such damage thereto, to an amount not exceeding in respect of each or any of the several items specified in the Schedule the sum set out opposite thereto respectively and not exceeding in any case the amount of the insurable interest therein of the Insured at the time of the happening of such Fire or loss or damage by Lightning.

The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company; nor can their personal property be attached on account of any alleged loss by the Insured. If the Insured should commence such proceedings against the Agents, it is hereby declared and stipulated that the said Insured shall forfeit thereby all claim under this Policy upon the Company for loss or damage sustained, and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

IN WITNESS WHEREOF, this Policy has been signed for and on behalf of the Company.

Signed for and on behalf of the Insurers

Manager

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

Section 1 – Conditions

Condition 1 - Misdescription

If there be any material misdescription of any of the property hereby insured or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

Condition 2 - Premium Payment

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

Condition 3 - Other Insurances

The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

Condition 4 - Cessation of Cover

All Insurance under this Policy

1. on any building or part of any building,
2. on any property contained in any building,
3. on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement;
 - (a) of such building or of any part thereof
 - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

Condition 5 - Exceptions

- (i). This insurance does not cover;
 - (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7(f)), or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - (i) The burning of property by order of any public authority.
 - (ii) Subterranean fire.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii). This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(ii) only combustion shall include any self-sustaining process or nuclear fission.

Condition 6 - Exceptions

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely;

- (a) Earthquake, volcanic eruption, or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, 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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrence shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 7 - Exceptions

Unless otherwise expressly stated in the Policy this insurance does not cover

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding Rwf.....
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds, computer systems records
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books
- (f) coal, against loss or damage occasioned by its own spontaneous combustion
- (g) explosives
- (h) Any loss or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush prairie, pampas or jungle, and the clearing of lands by fire.

Condition 8 - Alteration in Risk

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the Insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days.
- (c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

Condition 9 - Cover under Marine Policies

This insurance does not cover any loss or damage to property which, at the time of happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or policies had this insurance not been effected.

Condition 10 – Cancellation

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.

Condition 11 - Claim Notification

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company

- (a) a claim in writing for the loss and damage containing as particulars an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicate or copies thereof, documents, proofs and information with respect to the claim and the origin and the cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

Condition 12 - Insurers' Rights after an Event

On the happening of any loss or damage to any of the property insured by this Policy, the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) take possession of or required to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

Condition 13 - Fraud

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 wilful 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 (in case of an arbitration taking place in pursuance of the 18th Condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

Condition 14 – Reinstatement

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

Condition 15 – Subrogation

The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such act and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

Condition 16 – Contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

Condition 17 – Average

If the property hereby insured shall at the breaking out of any fire, 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 ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

Condition 18 – Arbitration

If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be a liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained

Condition 19 – Expiration

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

Condition 20 – Notification

Every notice and other communication to the Company required by these Conditions must be written or printed.

Section 2 - Extensive Clauses

THESE EXTENSIVE CLAUSES APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE RELEVANT PLACE IN THE SCHEDULE.

CLAUSE 1 - ARCHITECTS QUANTITY SURVEYORS AND OTHER FEES

The sum insured by this Policy is in respect of Architects' Quantity Surveyors' and other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement or replacement of the property consequent upon destruction or damage by any perils hereby insured against excepting insofar as the Company elects to reinstate or replace wholly in or part any property so damaged or destroyed but in no case exceeding the amount of fees which are recoverable under the scales of fees published by the Royal Institute of British Architects and/or the Royal Institute of Chartered Surveyors and/or Association of Consulting Engineers but subject to any amendment authorised by legislation applicable to the Republics of Rwanda, Kenya, Uganda and Tanzania. It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

CLAUSE 2 - CONSULTING ENGINEERS FEES

The sum insured on contents/machinery by this policy, is declared to include consulting engineer's fees necessarily incurred in the reinstatement or replacement of the said contents/machinery following destruction or damage by any peril hereby insured against (excepting in so far as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed) but in no case exceeding the amount of fees which are recoverable under the scale of fees published by the Association of Consulting Engineers.

CLAUSE 3 - MUNICIPAL PLANS SCRUTINY FEE

The insurance on a building under any item of this policy is declared to include Municipal Plans Scrutiny Fees, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

CLAUSE 4 - COST OF RE-ERECTION

The insurance by this Policy extends to include the cost of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

CLAUSE 5 - DESIGNATION OF PROPERTY

For the purpose of determining where necessary the column heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the insured's books.

CLAUSE 6 - INTERNAL REMOVAL

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the Insurance on such property shall follow removal, the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

CLAUSE 7 – ALTERATIONS AND REPAIRS

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

CLAUSE 8 - COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS

The insurance by this policy is extended to include costs, necessarily incurred by the insured, in respect of the demolition of Buildings and Machinery and or removal of debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the property insured by fire or any other perils hereby insured against; provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

CLAUSE 9 - 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.

CLAUSE 10 - CAPITAL ADDITIONS

The insurance by this policy extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to property (excluding stocks) specified herein for an amount not exceeding 10% of the sum insured thereby, it being understood that the Insured undertakes to advise the Insurers each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

CLAUSE 11 - REINSTATEMENT VALUE CLAUSE (APPLICABLE TO PROPERTY OTHER THAN MERCHANDISE/OR STOCK IN TRADE)

It is hereby declared and agreed that in the event of the property insured under this Policy being destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

Special Provisions 1

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been incorporated therein shall be made.

Special Provisions 2

Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein.

Special Provisions

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by the Policy then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provisions.

Special Provisions 4

This Memorandum shall be without force or effect if

- (a) The Insured fails to intimate to the Company within six months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
- (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

CLAUSE 12 -ALL OTHER CONTENTS CLAUSE

It is agreed that the terms "All Other Contents" is understood to include:-

- (a) Money and Stamps not otherwise specifically insured for an amount not exceeding the amount shown in the schedule.
- (b) Documents, Manuscripts and Business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and not for an amount exceeding the limit as shown in the schedule in respect of any one Document, Manuscript or Business Book.
- (c) Patterns, Models, Moulds, Plans and Designs, for an amount not exceeding the limit shown in the schedule in respect of any one Pattern, Model, Mould, Plan or Design, and so far as they are not otherwise insured.
- (d) Employees' Pedal Cycles, Clothing, Tools and other Personal Effects for an amount not exceeding the limit as shown in the schedule in respect of any one Employee.
- (e) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in producing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein.

CLAUSE 13 - RENT RECEIVABLE

The Company will be answerable for payment of the aforesaid rent, but in no case exceeding the actual Rent Receivable by the Insured of the aforesaid premises at the time of the fire or on such part of the same as may be then let, in the event of same being untenable during the whole term above specified, in consequence of damage by fire. The amount payable under this Policy shall be in the proportion which

the amount insured bears to the actual Rent of the Premises, and in the case of the Premises not being untenable during the whole of the term aforesaid, the Company shall only be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said Premises may be untenable bears to the whole time above specified, but the same shall not exceed the time which would be required by a builder to put the Premises into tenable condition.

CLAUSE 14 - RENTAL VALUE

The Company will be answerable for payment of the aforesaid Rental Value, but in no case exceeding the actual Rental Value of the said Premises in the event of the same being untenable during the whole term above specified, in consequence of damage or destruction by fire. The amount payable under this Policy shall be in the proportion which the amount insured bears to the actual Rental Value of the Premises and in case of the premises not being untenable during the whole of the term aforesaid, the Company shall only be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said Premises may be untenable bears to the whole time above specified, but the same shall not exceed the time which would be required by a builder to put the Premises into tenable condition.

CLAUSE 15 - RENT PAYABLE

The Company will be answerable for payment of the aforesaid Rent, but in no case exceeding the actual Rent Payable by the Insured to the Owner or Landlord of the said premises in the event of the same being untenable during the whole term above specified, in consequence of damage or destruction by fire. The amount payable under this Policy shall be in the proportion which the amount insured bears to the actual Rent of the Premises, and in the case of the Premises not being untenable during the whole of the term aforesaid, the Company shall only be liable to pay to the Insured such proportion of the amount so payable as aforesaid as the period of time during which the said Premises may be untenable bears to the whole time above specified but the same shall not exceed the time which would be required by a builder to put the premises into tenable conditions.

CLAUSE 16 - MORTGAGE

It is hereby specially agreed that this insurance as to the interest of the mortgagee as regards the buildings, landlord's fixtures and rent insured only, shall not be invalidated by any act or neglect of the mortgagor or the owner of the property insured, nor by any misrepresentation or non-disclosure by the Mortgagor or owner of the property insured, at the time when the insurance is effected or renewed or during the currency thereof, nor by the alienation of the property nor by the occupation thereof for purposes more hazardous than are permitted by this Policy, provided that such act, neglect, misrepresentation or non-disclosure, alienation, or occupation shall have been effected without the knowledge or privity of the mortgagee. Provided also that the mortgagee shall notify to the Company the happening or existence of such act neglect misrepresentation, non-disclosure alienation or occupation as soon as the same shall come to the mortgagee's knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be or shall be or shall have been assumed by the Company during the continuance of this insurance.

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

CLAUSE 17 - LIEN

Loss if any payable under this Policy is payable to the Finance Company whose name(s) appear in this Policy as their interest may appear whose receipt will be a valid discharge.

CLAUSE 18 - TENANTS

It is hereby declared and agreed that should a tenant of the insured in the within Insured buildings do or omit to do, without the knowledge or consent of the Insured, anything which would vitiate the within Policy Conditions and/or Warranties, this Policy will not be held to be void on that account provided that the Insured shall notify to the Company the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been assumed by the Company during the continuance of this insurance.

CLAUSE 19 - OTHER TENANTS

It is hereby declared and agreed that should another tenant in the within described building do or omit to do, without the knowledge of the Insured, anything which would vitiate the within policy conditions and/or Warranties, this Policy will not be held to be void on that account provided that the Insured shall notify to the Company the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge of any increase or hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been assumed by the Company during the continuance of this insurance.

CLAUSE 20 - TEMPORARY REMOVAL

Subject to the following provisions the property insured (other than stock-in-trade or merchandise) by this policy is covered whilst temporarily removed for cleaning, renovating, repair or other similar purposes to any premises not in the Insured's occupation and in transit thereto and therefrom by road, rail, air or inland water way all in Rwanda, Kenya, Tanzania or Uganda. The amount recoverable under the extension in respect of each item aforesaid shall not exceed (a) 10 per cent, of the amount of the item after deduction from the sum insured the value of any stock in trade, merchandise insured by the said item nor (b) the amount which would have been recoverable had the loss occurred at the premises from which the property is temporarily removed.

This extension does not apply to:-

- (a) Motor Vehicle and Motor Chassis
- (b) Property held by the Insured in trust, other than machinery and plant
- (c) Property if and so far as it is otherwise insured.

CLAUSE 21 - PUBLIC AUTHORITIES

The insurance by this policy extends to include such additional costs of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other Regulations under or framed in pursuance of any Ordinance or with By-Laws of any Municipal or Local Authority provided that:-

- (1) The amount recoverable under this extension shall not include:-
- a) the cost incurred in complying with any of the aforesaid regulations or By-Laws
 - i) In respect of destruction or damage occurring prior to the granting of this extension;
 - ii) In respect of destruction or damage not insured by the policy
 - iii) Under which notice has been served upon the insured prior to the happening of the destruction or damage;
 - iv) In respect of undamaged property or undamaged portions of property.
 - b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen.
 - c) The amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owners thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (3) If the liability of the Company under any item of the policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of Company under this extension (in respect of any such item) shall be reduced in like proportion.
- (4) The total amount recoverable under the policy shall not exceed the sum insured thereby.
- (5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

CLAUSE 22 - BREACH OF WARRANTIES

The warranties and special memoranda attached to this Policy shall apply to the items concerned individually as if each were insured by a separate Policy. The breach of any warranty or special memorandum shall void the Policy only in respect of the item or items to which the breach applies and not in respect of the remaining items.

CLAUSE 23 - PUBLIC UTILITIES

The insurance by this policy extends to cover telephone, gas, water and electric instruments, meters, piping, cabling and the like and accessories thereof; including similar property in adjoining yards or roadways or underground, all the property of the insured or of others for which the insured are responsible.

CLAUSE 24 - ADJOINING BUILDING

Except where such property is more specifically insured the items on the schedule of this policy extend to small outside buildings, extensions and annexes adjoining or communicating with the building to which such items relate.

CLAUSE 25 - DEFINITION OF BUILDINGS

Buildings and out buildings inclusive of landlord's fixtures and fittings attached thereto and all inside and outside appurtenances attached therein and thereon and inclusive of boundary walls, gates and fences, foundations, fire escapes and steps and stone flagging and underground electricity distribution system.

CLAUSE 26 - MISDESCRIPTION

It is understood that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided that the insured shall notify the Company of any such alteration or misdescription as soon as the same shall come to their knowledge and shall on demand pay an additional premium, if required, from the date of the alteration of occupancy.

CLAUSE 27 - APPRAISEMENT CLAUSE

If the aggregate Claim for any one loss does not exceed limit stated herein or 5% (five percent) of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

CLAUSE 28 – FIRE BRIGADE CHARGES

Municipal or local authority charges in connection with the extinguishment of fires and the cost of refilling fire extinguishing appliances used to extinguish any fire will be admitted as a liability of this Policy provided that the total amount recoverable under any item of this Policy does not exceed the sum insured thereby.

SECTION 3 – ENDORSEMENTS

THESE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE RELEVANT PLACE IN THE SCHEDULE.

ENDORSEMENT 1 - RIOT AND STRIKE

It is hereby agreed and declared that notwithstanding anything in the within written 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 always 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 6 of the Special conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.

4. 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.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following;

Condition 5

- i). This insurance does not cover
- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
 - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

PROVIDED nevertheless that the company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- ii). This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purposes of this condition 5(ii) only combustion shall include any self-sustaining process of nuclear fission.

Condition 6

This insurance does not cover loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely;

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege.
- (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and include any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 7

Unless otherwise expressly stated in the Policy this insurance does not cover;

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding Rwf 140,000 or its local currency equivalent.
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.
- (f) Explosives.

Condition 10

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 17

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement 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 ratable share of the amount of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it hereby further expressly agreed and declared that:

- (1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special condition and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
- (2) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respect to the insurance granted by the Policy as if this Endorsement had not been made thereon.

ENDORSEMENT 2 - STANDARD EXPLOSION

It is hereby agreed and declared that the insurance under this Policy shall subject to the Special Conditions hereinafter contained, extend to include;

Loss of or damage to the property insured by the fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this Policy (except insofar as Condition No.7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

Special Conditions

Condition 1

The Company shall not be liable under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 2

If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro-rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.

Condition 3

The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

ENDORSEMENT 3 - MALICIOUS DAMAGE

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement, but the Company shall not be liable under this extension of any loss or damage by fire

or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft, larceny or any attempt there at or caused by and person taking part therein.

Provided always that all the conditions and provisions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

ENDORSEMENT 4 - SPECIAL PERILS

It is hereby declared agreed that notwithstanding anything contained herein to the contrary the insurance by this policy shall, subject to the special conditions hereinafter contained, extend to include;

LOSS OR DAMAGE to the property described in the Schedule directly caused by:-

- A. Hail, Snow, Wind, Hurricane, Cyclone, Tornado or Typhoon
- B. Rain, provided the building(s) in respect of which this claim is made or containing the property in respect of which the claim is made is so damaged by any of the perils specified in A supra as to admit rain water to the interior of the said building(s).
- C. Flood, which shall mean:-
 - (i) The overflowing or deviation from their normal channels of either natural or artificial water courses
and
 - (ii) Any flow or accumulation of water on the ground except when such flow or accumulation be of water emitted from any water supply main, tap, pipe, valve or the like, save as referred to D and E hereof.
- D. Overflowing of guttering and down pipes in connection therewith, or bursting or overflowing of municipal or other public water supply mains.
- E. Bursting or overflowing of water tanks, apparatus or pipes, excluding damage thereto.
- F. Aircraft and other aerial devices and /or articles dropped therefrom.
- G. Impact with any of the said buildings insured under this policy and/or any walls, gates and fences around and pertaining thereto, by any road, vehicles, horses or cattle not belonging to or under the control of the insured, his agent or servant.
- H. Subterranean Fire.

Provided that:-

- (a) all the conditions of the policy (except insofar as Condition 6(b) is hereby expressly varied) shall apply as if they had been incorporated herein.
- (b) for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

It is hereby expressly declared and agreed that;

1. In the event of the amount shown in the Schedule against any item being less than the total insurance(s) effected or on behalf of the Insured on the same property against damage or destruction by fire the percentage of the loss payable by the Company shall be in the proportion which the amount stated in the Schedule on the item affected bears to the total insurance(s) on such item under the Fire Policies. Provided always that the maximum liability of the company in respect of any one claim arising under this Policy shall not exceed the percentage stated in the Schedule of the amount shown against the item affected. Loss or damage occurring to any one building or contents thereof during any one period of twenty-four hours shall be regarded as one claim for the purposes of this Policy and no liability shall attach to the Company for loss or damage occurring more than 48 hours after the happening of any of the contingencies insured against.
2. The first Rwf defined in the policy schedule of each and every claim under this Endorsement shall be borne by the Insured.
3. In Every case of loss or damage, the Insured, must if required prove that no portion of the loss or damage claimed for was caused otherwise than by the perils above specified.
4. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.

Unless otherwise expressly stated in this Policy this insurance does not cover;

5.
 - (i) Loss or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences
 - (ii) Loss or damage to Conservatories, Glasshouses, Greenhouses, Pergolas, or the contents thereof.
 - (iii) Loss or damage to property contained in any portion of any building described in this Policy not completely enclosed and roofed.
 - (iv) Loss or damage caused by Tidal Wave.
 - (v) Goods in the open.

The Company shall not be liable for;

6.
 - (i) Water damage occasioned by or through leaking of any roof(s) unless such roof(s) is damaged by the perils referred to in A supra or as a result of doors, windows or roof lights being left open.
 - (ii) Consequential loss or any kind whatsoever except loss or rent when specifically insured under this Policy.
 - (iii) Loss or damage to any building, or the contents thereof, if on the happening of any such loss or damage the building was already in a damaged, defective, fallen or displaced condition as regards, foundations walls, ceilings, guttering, roofs, doors, windows or roof lights.
 - (iv) Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.
 - (v) Loss or damage caused by Subsidence or Landslip unless occasioned by and happening during the occurrence of any of the perils hereby insured against.
 - (vi) Loss or damage occasioned by or through or in consequence of the action or order of any Government or Public Authority.
 - (vii) The company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the

amount which would have been payable under such other policy or policies had this insurance not been effected.

(viii) Loss or damage caused by any aircraft to which permission to land has been extended by the Insured.

ENDORSEMENT 5 – HAZARDOUS GOODS WARRANTY

It is hereby agreed that a small quantity of Hazardous goods (subject to such limitation or prohibition as may be imposed by Warranty or otherwise herein or by Official Regulations) may be stored in the building above described, but it is nevertheless warranted by the Insured that during the currency of this Policy the value of such permitted Hazardous Goods shall not exceed 5 per cent of all goods stored therein.

The following goods are deemed hazardous:-

Acetylene(liquid)	Lampblack
Barium Sulphide	Lime
Benzine	Matches of any kind
Benzoline	Mungo
Bisulphide of Carbon	Naphtha
Bitumen	Nitric Acid
Brimstone (sulphur)	Nitrate of Soda
Calcium Carbide	Nitro-Glycerine
Calcium Sulphide	Oil and /or paints
Camphine	Paraffin
Camphor	Percussion Caps
Candles	Petroleum and/or its liquid products
Cartridges	Petrol
Celluloid and Xylonite and other similar substances	Phosphorus
Charcoal (powdered)	Picric Acid
Chlorate of Potash	Pitch
Chloride of Soda	Potash
Chloride of Lime	Potassium Sulphide
Cinematography films	Rags
Coconut and other vegetable oils	Resin
Coir	Rockets
Coir Yarn	Rock Oil
Copper sulphide	Saltpetre
Copra Cake	Shoddy
Copra Meal	Spirits of any kind not in bottles
Cordite	Stearine
Cotton, whether in fully pressed bales or otherwise	Straw
Crackers	Sulphuric Acid
Explosives of any kind	Sulphur Dyes
Fireworks	Tallow (manufactured and unmanufactured)
Fulminating Powder	Tar and/or Tarred Ropes and/or Tarred Canvas
Ghee	Turpentine
	Varnish
	Vegetable Fibres of any Kind

Grasses of all kinds
Gunny bags other than fully pressed iron-bound bales
Gunpowder
Hay
Hemp
Hessians, other than fully-pressed iron bound bales
Kerosene
Sisal bags & sisal cloth, other than in fully pressed iron or rope bound bales

Waste of any kind

ENDORSEMENT 6 - PETROL AND MINERAL OIL WARRANTY 1

Warranted that during the currency of this policy no Mineral Oil or Mineral Spirit, or Liquid Fuel (Vegetable or Mineral and by whatever name known) giving off inflammable vapour below 37.8 degree centigrade (such as Petrol, Naptha, Benzine, Gasoline or the like) be stored, deposited or kept in any building referred to in this policy or in any building or buildings communicating therewith, and that no more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, or Mineral Oil and/or Liquid Fuel giving off inflammable vapour not below 37.8 degrees centigrade but below 65.6 degrees centigrade (such as Paraffin or the like) be stored, deposited or kept in any building referred to in this policy and in any building or buildings communicating therewith.

ENDORSEMENT 7 - PETROL AND MINERAL OIL WARRANTY II

Warranted that during the currency of this policy not more than 90.918 litres of Mineral Oil, Mineral Spirit, or Liquid Fuel (Vegetable or Mineral and by whatever name known) giving off inflammable vapour not below 37.8 degree centigrade (such as Petrol, Naptha, Benzine, Gasoline or the like) be stored, deposited or kept in any building referred to in this policy or in any building or buildings communicating therewith, and that not more than 272.758 litres in all or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, or Mineral Oil, Mineral Spirit, or Liquid Fuel giving off inflammable vapour not below 37.8 degrees centigrade but below 65.6 degrees centigrade (such as Paraffin or the like) be stored, deposited or kept in any building referred to in this policy and in any building or buildings communicating therewith.

ENDORSEMENT 8 - PETROL AND MINERAL OIL WARRANTY III

Warranted that during the currency of this policy not more than 400.045 litres or such maximum quantity as is permitted by the Rules of the Local Authority, whichever is the less, or Mineral Oil, Mineral Spirit, or Liquid Fuel (Vegetable or Mineral and by whatever name known) giving off inflammable vapour below 65.6 degrees centigrade (such as Petrol, Naptha, Benzine, Gasoline, Paraffin or the like)) be stored, deposited or kept in any building referred to in this policy and in any building or buildings communicating therewith.

ENDORSEMENT 9 - ELECTRICAL CLAUSE I

This Company is expressly declared to be free from liability for loss or damage to any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatsoever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or electrical installation.

ENDORSEMENT 10 - ELECTRICAL CLAUSE II

"This Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity from whatsoever cause (other than lightning) arising.

Provided that this exemption shall only apply to the particular electrical machinery, apparatus or portion of electrical installation so affected, and not to other machinery, apparatus or electrical installation destroyed or damaged by fire set up by such particular machines, apparatus, or electrical installation

ENDORSEMENT 11 - ELECTRICAL CLAUSE III

"Loss or damage by fire to the property insured arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, including all loss or damage by lightning to the property insured is covered, subject to the terms and conditions of this policy, but it is expressly understood that no liability exists under this policy for loss of or damage to any electrical machine, apparatus or any portion of the electrical installation unless caused by fire or lightning"

ENDORSEMENT 12 - LONG TERM AGREEMENT

A discount (as indicated in the Schedule) off the net premium for this Policy is allowed in consideration of the Insured having undertaken to continue the insurance for a period of 3 years from the date as indicated in the Schedule and to pay the premium annually in advance, it being understood that the sum insured may be proportionately reduced to correspond with any reduction in value.

Conditions 10 of this Policy is replaced by the following:-

"This insurance may at any time be terminated at the option of the Insurers on notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired period of the insurance year concerned."

ENDORSEMENT 13 - BUSH FIRE CLAUSE

It is hereby declared and agreed that loss or damage to the property insured under this policy occasioned by or through or in consequence of burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the insured) shall be deemed to be loss or damage within the meaning of this policy and Condition No.7 (i) of this policy shall to this extent be modified accordingly. Provided that if there shall be any other Fire insurance on the property insured under this policy the Company shall be liable only pro-rata with such other Fire insurance for any loss or damage as aforesaid whether or not such other Fire insurance be so extended.

It is understood and agreed that except as stated above this insurance continues to be subject to the conditions of the policy.

ENDORSEMENT 14 - EARTHQUAKE AND VOLCANIC ERUPTION

In consideration of the payment of an additional premium, the Company agrees notwithstanding what is stated in the printed conditions of this Policy to the contrary that this insurance covers loss or damage occasioned by or through or in consequence of an Earthquake and Volcanic Eruption.

The Company shall not be liable in respect of each and every claim for the first 2% of the sum insured per location upto a maximum of **Rwf. 37,289,755/=**

ENDORSEMENT 15 - POLITICAL RISKS EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
3. Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, 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;
4. Any act of terrorism
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or any way relating to points (1), (2) (3), and/or (4) above.

If the insurer alleges that by reason of this exclusion, any loss, damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured

ENDORSEMENT 16 - TERRORISM EXCLUSION CLAUSE

The insurance provided under this policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity" as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
 1. Is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to:
 - a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator; influence, disrupt or interfere with any government related operations, activities or policies:
 - b) intimidate, coerce or frighten the general public or any segment of the general public; or

- c) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - b) hostage taking or kidnapping
 - c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - d) the use of any bomb, incendiary device, explosive or firearm;
 - e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - f) the injuring or assassination of any elected or appointed government official or any government employee;
 - g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section a (3) above shall be considered Terrorist Activity except where the insured can conclusively demonstrate to the insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:
- 1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - 2. influence, disrupt, or interfere with any government related operations, activities or policies;
 - 3. intimidate, coerce or frighten the general public or any segment of the general public; or
 - 4. disrupt or interfere with a national economy or any segment of a national economy

ENDORSEMENT NO. 17 - TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination

(b) missiles, bombs, grenades, explosives

Due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the insurers alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

ENDORSEMENT NO. 18 - ELECTRONIC DATE RECOGNITION CLAUSE

Section 1

This policy 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, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this policy does to 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 policy.

ENDORSEMENT NO. 19 - CLARIFICATION AGREEMENT

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, In particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption of a deformation of the original structure.

Consequently, the following are excluded from this policy.

Loss of or damage to data or software, particularly any detrimental change in data, software, or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

ENDORSEMENT NO. 20 - POLLUTION/ CONTAMINATION EXCLUSION CLAUSE

This policy excludes any loss arising from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

pollution or contamination which itself results from a peril insured against any peril insured against which itself results from a pollution or contamination.

This policy also excludes any liability in connection with disposed or dumped waste materials or substances.

