

Goods In Transit Insurance Contract

The Insurers will provide insurance in the terms of this Policy.

The Proposal and Declaration made by the Insured are the basis of and form part of this Policy.

Signed for and on behalf of the Insurers

Chief Executive Officer

IMPORTANT NOTES

1. Please read this Policy document carefully. If you find that the Policy does not meet your requirements please contact us or write to us and return the document to the Company within 30 days with your suggestions for consideration.
2. Any material change affecting the property Insured by this Policy must be advised to the Company immediately.
3. In the event of any loss or damage to the Insured property, immediate notice should be given to the Company. Prompt reporting of a loss is important for preserving evidence that may be critical in determining admissibility of the claim and amount payable. You shall comply with all the conditions of this Policy. In the event of a claim, you shall provide all facts, information and supporting documentary evidence to enable the Company to process your claim.
4. Should you be dissatisfied with the settlement of a claim, you may refer the matter to the Insurance Regulatory Authority who will assist in resolving your complaint with the Company.

GOODS IN TRANSIT INSURANCE POLICY

THE INSURANCE AGREEMENT

WHEREAS the Insured by a proposal and declaration written application or statement which shall be the basis of this contract has applied to Britam insurance co.Limited (herein after called the Company) and paid premium as consideration for the insurance herein contained;

NOW THIS POLICY WITNESSES that if at any time during the stated Period of Insurance or during any other period for which the Company may accept payment for the renewal of this Policy, then the Company will subject to the terms of this Policy indemnify the Insured in respect of:-

Loss of or damage to property belonging to the Insured or for which the Insured is responsible arising from any accident or other perils, not otherwise specifically excluded in this policy, whilst in transit by any conveyance as specified in the Schedule.

This Policy extends to cover expenses reasonably and necessarily incurred in respect of;

1. Cost of debris removal in the course of removal of property damaged, from the site where damage occurred.
2. Transferring property from the vehicle following an accident and reloading to another conveyance.
3. Securing and protecting the property at the site of accident.
4. Damage (excluding wear and tear) to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials following an accident.

The limit of cover under this extension shall be subject to a maximum of 10% of limit of liability stated for any one consignment and that the maximum amount payable on the claim shall not exceed the limit stated in the Schedule for any one consignment.

The Company may at its own option pay, reinstate, repair or replace such goods subject to the limits stated in the Schedule.

DEFINITIONS

Business: The business, trade, or occupation stated in the Schedule.

Terms: Conditions, Warranties and Exceptions of this Policy.

Material Facts: Every information which can influence the decision of the Company in accepting the risk and determining the terms.

Conveyance: For purposes of this policy conveyance shall mean transportation by road, rail or any other means as specified in the schedule.

Transit: For purposes of this policy transit shall commence when the goods are being loaded upon, carried by, off-loaded from the mode of conveyance or whilst temporarily stored for a period not exceeding 3 days in the course of the journey until delivery at the final destination.

EXCEPTIONS

A. This policy does not cover loss, destruction or damage caused by:

1. Wear and tear, depreciation, deterioration, inherent vice or defect, damp, vermin, insects, fungi, rust, oxidation and/or discoloration, except as a direct result of fire, theft or accident to the conveyance.
2. Atmospheric or climatic conditions or contamination except as a direct result of fire, theft or accident to the conveyance.
3. Defective or inadequate packaging or insulation.
4. Theft or attempted theft of goods conveyed in any open-top or open-sided vehicle.
5. Theft or attempted theft of goods whilst the vehicle is left unattended unless the property is contained in a securely locked vehicle and the keys removed from the vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry to or exit.
6. Wilful misconduct of the Insured, theft or dishonesty on the part of the Insured's employees, disappearance of or shortage.
7. Delay, loss of market, indirect loss or consequential loss of any kind.

8. Breakdown of refrigeration equipment.
9. Detention, confiscation, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authorities.
10. Pressure waves caused by aircraft and other aerial devices travelling at sonic and supersonic speeds.

B. The policy does not cover:

1. Loss of any liquid gas or goods from containers by leakage, spillage, evaporation or loss in weight or volume;
2. The conveyance and/or storage of explosives acids chemicals and gases and goods of hazardous nature;
3. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
4. Any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, or in connection with any act of terrorism, regardless of any other cost contributing concurrently or in any other sequence to loss, damage or expense;
5. Any 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) and civil war.
 - b)) Abandonment and/or permanent or temporary dispossession resulting from confiscation, seizure, restraint, commandeering, nationalization, appropriation destruction or requisition by order of any government de jure or de facto or by any lawfully constituted authority
 - C) 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 or ,maintenance of martial law or siege.
6. Loss or damage occurring outside the Territorial limits stated in the Schedule;
7. Any loss, damage or expenses arising from non-compliance to the Axle Load Regulations set by the Government.

8. The amount of excess stated in the Schedule;
9. Consequential loss of any kind.

C. This policy does not cover loss of or damage to the following goods unless specifically agreed with the Company and terms agreed prior to the carriage or storage of such goods:

1. Deeds, bonds, bills of exchange, promissory notes, money or other negotiable currency, securities or stamps;
2. Documents, manuscripts, business books, computer systems records, patterns, models, mould, plans or designs;
3. Electrical or electronic equipment, cameras and photographic equipment;
4. Bullion, jewellery, precious metals, precious stones, platinum, gold or silver articles, furs, watches, curios or works of art, tobacco, cigarettes, wines, spirits and the like;
5. Travellers' samples, tools, equipment property entrusted to the Insured as a carrier under a contract for transport or storage of such property;
6. Glass and other articles of a brittle nature except as a direct result of fire, theft or accident to the conveying vehicle;
7. Livestock and/or living creatures.

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

AGENTS OF THE INSURERS

The Agents of the Insurers 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 Insurers nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence proceedings against the Agents it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Insurers under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

CONDITIONS

1. Interpretation

This Policy and the Schedule and endorsement 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 of the Schedule shall bear such meaning wherever it may appear.

2. Material Disclosure

If there shall be any misstatement, misrepresentation or omission of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any moneys payable under the same shall be forfeited.

3. Reasonable Care

The Insured shall ensure that

1. any security devices fitted in the vehicle(s) are in a proper working condition.

2. The vehicle/s are maintained in a an efficient and roadworthy condition.

(iii) The vehicle/s is suitable for carriage of the insured goods.

(iv) Goods and/or merchandise are protected from loss or damage where the vehicle is not an enclosed body type, goods carried are covered with tarpaulin.

(v) due care and diligence is exercised in the selection of employees and selection of the contracted carriers.

4. Claims Procedures

On the happening of any event which may give rise to a claim under this policy the insured shall:

(a) Immediately notify the Company.

1. Carry out and permit to be taken, any action which may be reasonably practicable to prevent further loss, destruction or damage.

2. Retain unaltered for such time as the Insurer may reasonably require the damaged goods or anything connected in any way with the incident.

3. Where the property is being conveyed by a carrier, notify the carrier concerned of the loss, destruction or damage within the time limits for notification of an incident as stipulated in the contract of carriage.
4. Where the loss involves theft, attempted theft, malicious damage or disappearance, the Insured shall give immediate notice to the police and take reasonable and practicable steps towards recovery of the lost goods.
5. In respect of any claim for which the Company may be liable under this policy the Insured shall not make any admission of liability or promise of payment without Company's written consent and shall forward to the Company immediately upon receipt every letter, claim, writ and summons.

5. Claims Co-operation Clause

In the event of a claim the Insured shall;

(a) Facilitate the authorized representatives or agents of the Company to access the goods and /or the scene of the incident.

1. Furnish full information, particulars and evidence to the Company to substantiate the claim made including invoices, delivery notes, consignment notes and any other proof of value and ownership
 2. Provide all the assistance and co-operation required by the Company in connection with the claim.
1. Not abandon or expose the property to any further damage or loss.

6. Contribution

If at the time a claim arises under this policy there shall be any other insurance covering the same risk the Company shall not be liable to pay more than its proportionate share of such loss.

7. Subrogation

The Company may at its own expense use legal means in the name of the Insured for recovery of any property lost or its value and the Insured shall give all reasonable assistance for that purpose.

Upon settlement or making good any loss or damage under the policy the Company shall be entitled to

any property recovered.

8. Underinsurance

If the property insured at the time of loss be of greater value than the Sum Insured as stated in the Schedule of this Policy then the Insured shall bear a proportionate share of the loss accordingly.

9. Fraudulent Claims

If the Insured or his representative makes a claim knowing the same to be fraudulent, the claim shall not be payable. The Company may in addition refer the matter to the relevant law enforcement authorities.

10. Communication

Every written communication to the Insured shall be sent last known address or delivered personally.

Notices and information to the Company must be in writing and sent to the registered office of the Company or its branch office.

1. Alteration

The Insured shall notify the Company in writing if the circumstances in which the insurance was entered into be materially altered and the risk of loss increased.

Unless such alteration is declared to the Company and its written consent to continue the insurance be obtained, the Company shall not be liable for any losses arising due to any such alteration.

1. Transfer of rights

Nothing contained in this Policy shall unless expressly stated give rights against the Company to any person other than the Insured, his executors or administrators, and the Company will not be bound by any passing of the interest otherwise than by death or operation of Law unless and until the Company shall by endorsement declare the insurance to be continued.

1. Cancellation

This Policy may be cancelled at any time at the request of the Insured in which case the Company will

retain a premium calculated on pro rata basis for the time this Policy has been in force and provided no claim has arisen during the current Period of Insurance.

This Policy may also be cancelled at the option of the Company on fourteen (14) days notice being given in writing to the Insured, in which case the Company shall be liable to return a proportionate part of the premium for the unexpired term of the Policy from the date of such cancellation.

1. **Due observance**

Compliance, observance and fulfilment of the terms of this Policy by the Insured shall be a condition precedent to any liability attaching under this Policy.

1. **Dispute Resolution**

1. For any disputes arising out of this Policy the insured shall endeavour to resolve the matter by negotiation with the Company.
2. Any disputes or issues not resolved by negotiation 30 days after the dispute arising may be resolved through a sole mediator jointly appointed by the parties in writing.
- c) Disputes that remain unresolved 60 days after the dispute arose (unless the parties extend that period in writing) shall be resolved by a sole arbitrator appointed either by the parties in writing or, in the absence of an agreement on the choice of arbitrator upon the request of any of the parties.

1. **Premium Adjustment**

Whenever the premium charged on this policy is based on estimates of turnover, the Insured shall supply the Company within 30 days of expiry of each Period of Insurance with an accurate declaration of the annual value of the goods transited (expressed in Rwandan francs) during the preceding Period of Insurance. The Insured shall allow the Company to inspect such relevant records if so required.

If the amount shall vary from the amount upon which premium has been paid, the premium shall be adjusted accordingly and the difference paid by or allowed to the Insured as the case may be, subject to the Company retaining a minimum of not less than 75% of the deposit premium for any one Period of Insurance.

Should the Insured fail to supply such a declaration within one month of the expiry of the period of insurance, the Company shall be entitled to charge additional premium in respect of the expired period of insurance and in any case not less than 25% of the deposit/provisional premium.

1. Jurisdiction Clause

The indemnity provided by this Policy shall apply only in respect of judgments which are in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Rwanda.

ENDORSEMENTS APPLICABLE

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

1. EXCESS CLAUSE

It is hereby declared and agreed that the Company shall not be liable for the first Shs.20,000/- or 10% of the value of claim amount whichever is the greater.

2. ENDORSEMENT IN RESPECT OF 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 does not cover loss damage or liability whatever nature 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 Assured 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.

3. LIEN CLAUSE

Loss if any payable under this Policy is payable to as their interest may appear and whose receipt will be a valid discharge.

4. CASH AND CARRY

“ Pursuant to the deletion of Section 156 sub-section (2) of the Insurance Act Cap. 487, you are required to pay your premium on or before the commencement of cover. Please note that the Company shall only assume risk upon receipt of the full premium”.

5. 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.

Special Conditions

For the purpose of this Endorsement

1 (i) This insurance does not cover:-

1. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
2. Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
3. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
4. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
5. 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.

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 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 Proviso only combustion shall include any self-sustaining process of nuclear fission.

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:-

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
2. 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.
3. 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 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.

PROVIDED that it is 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 Conditions.

The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

6. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

7. **POLITICAL RISKS EXCLUSION CLAUSE**

It is hereby declared and agreed that this policy does not cover:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
2. Abandonment and/or Permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, Commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority;
3. Mutiny, civil commotion, 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 or maintenance of martial law or state of siege;
4. Any act, including but not limited labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any state or government, any political or local authority, or for the purpose of imposing fear in the public section of thereof.
5. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 4 above.
6. Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to clause 4 above.

Notwithstanding the foregoing, for the purposes of clauses 4, 5 and 6 any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause 4 shall not be excluded.

In any action, suit or other proceedings in which the insurer alleges that by reasons of these provisions any loss or damage is not covered by the policy, the burden of proving that such loss or damage is covered shall be upon the underlying insured.