

WORKMENS' COMPENSATION INSURANCE CONTRACT

WORKMENS' COMPENSATION INSURANCE POLICY

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance by a written application or proposal and declaration (which shall be the basis of this contract and be deemed to be incorporated herein) has applied to Britam Insurance Company (Rwanda) Limited (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if any insured employee in the Insured's immediate service shall sustain bodily injury by accident or disease arising out of and in the course of employment by the Insured in the Business described in the Schedule for which a claim shall first be made against the Insured and reported to the Company during the Period of Insurance.

THE COMPANY WILL subject to the Jurisdiction Clause and the other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy), indemnify the Insured against liability under the Workmens' compensation stated in the Schedule to pay compensation in respect of such injury, disease or death.

THE COMPANY WILL ALSO in the event of the death of the Insured employee indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

PROVIDED ALWAYS that in the event of any change in the Workmens' compensation or the substitution of other legislation therefore during the Period of Insurance this Policy shall remain in force subject to the Insured providing revised estimated earnings and paying additional premium as appropriate and in the event of the Insured's failure to provide such estimated earnings the liability of the Company in respect of the Insured's liability under such Law(s) shall be limited to such sums as the Company would have been liable to pay if the Workmens' compensation had remained unaltered.

IN WITNESS whereof this policy is signed at **Kigali** this Day of

Signed for and on behalf of
Britam Insurance Company (Rwanda) Limited

Authorised Officer

POLICY EXCESS: The Insured shall be responsible for the first Rwf.50,000 on each and every claim, excluding claims for funeral expenses.

MEMORANDA ATTACHING TO AND FORMING PART OF THIS POLICY

A) PROVISOS

JURISDICTION CLAUSE

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

MEDICAL EXPENSES

The indemnity provided by this Policy includes all medical expenses as defined in the Act, incurred as a result of an accident or disease which entitles the employee to compensation under the provisions of this Policy subject to the maximum amount stated in the Schedule.

FUNERAL EXPENSES

The indemnity provided by this Policy includes funeral expenses incurred by the insured in the event of death of an employee as a result of an accident or disease as defined in the Act subject to the maximum amount stated in the Schedule.

B) EXCEPTIONS

The Company shall not be liable in respect of;

- a) ***Any liability not provided for in the Workmens' compensation stated in the Schedule;***
- b) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

- c) Any injury by accident or disease sustained outside the Geographical Area by any employee whose contract of service is not made in Rwanda and not subject to the Laws of Rwanda;
- d) Any injury by accident or disease sustained by any employee who is below the age of sixteen years.
- e) Any injury caused or contributed to directly or indirectly by deliberate and wilful misconduct of the employee.
- g) Any liability arising out of any court proceedings;
- h) Any liability arising out of pre-existing medical conditions unless the same has been declared.
- i) Any sum which the Insured would have been entitled to recover from any party but which cannot be recovered due to an agreement between the Insured and such party.
- (j) Any business or occupation other than that described in the Schedule, unless and until relevant particulars have been supplied to and accepted by the Company and endorsed in the Policy.
- k) Any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. (For the purpose of this provision, “terrorism” shall mean an act, including but not limited to the use of violence or force and/or the threat thereof, whether harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) or any person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof:
- l) The following diseases or by whatever other name they may be referred to
 - (i) Pneumoconiosis
 - (ii) Asbestosis
 - (iii) Silicosis
 - (iv) Byssinosis
 - (v) Any disease which may be brought within the provisions of the Workmens’ compensation specified in the Second Schedule by exercise of powers conferred by any provision therein;
- m) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) Nuclear weapons material

- (ii) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combust nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

C) CONDITIONS

1.	Specific Meaning of Words	This Policy and the Schedule 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 specific meaning wherever it may appear.
2.	Conditions Precedent To Company's Liability	The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3.	Notices and Communications	Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4.	Requirement of Insured to observe statutory obligations	The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations in the conduct of the Business.
5.	Notification of all possible occurrences and co-operation by Insured	In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars as specified in the Act. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
6.	Requirement of Insured not to Admit Liability	No admission offer promise or payment shall be made by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
7.	Double Insurance	If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute

		more than its rateable proportion of any such claim and costs and expenses in connection therewith.
8	Premium Conditions & Wages Declarations by the Insured	<p>The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salaries and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance duly certified by the Insured's then auditors within three months from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but such refund by the Company shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance. If the Insured shall not have supplied to the Company with the audited account of all wages salaries and other earnings paid within the aforesaid Period, the Company shall be entitled to twenty-five (25%) percent additional premium of the deposit paid for that period. The Company shall not be bound by any premium receipt unless given on the printed official receipt form. Where this Policy is void or the benefit hereunder is forfeited the premium paid in respect hereof will be retained by the Company.</p> <p>The Insured shall supply a fresh declaration of wages at the commencement of each Period of Insurance.</p>
9.	Alteration of Policy Terms	No alteration in the terms of this Policy and no endorsements hereon or additions hereto shall be valid unless they are made and signed at a registered office of the Company.
10.	Cancellation of Policy	The Company may cancel this policy by sending thirty days notice in writing to the insured. The notice shall be deemed to have been received by the Insured if it is delivered by hand to the insured's offices or on completion of transmission if it is sent by telex or facsimile. Where the notice is sent by Post, it will be deemed to have been received after three days with effect from the date of posting to the insured's last known address. In such event the Company will return to the insured the premium paid less the pro rata portion thereof for the period of insurance the policy has been in force (provided no claim has arisen during the period).

		The policy may be cancelled at any time by the insured and (provided no claim has arisen during the current period of Insurance) the insured shall be entitled to the difference (if any) between the premium paid and premium calculated at the Company's short period rates for the period of Insurance the policy has been in force.
11.	Arbitration of Disputes under this Policy	All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

D) WARRANTIES

A. Records Warranty

WARRANTED that the insured shall at all-time keep full and proper records of all employees including details of:

- a) Their full names and national identity card number, passports or any other acceptable form of identity;
- b) The date and the time of engagement;
- c) Their salaries wages or earnings and,

Such records shall be retained for a period of not less than six (6) years.

C. Statutory Requirements

It is hereby warranted that the insured shall comply with all Statutory requirements.

Transportation of Workers Clause

The indemnity provided by this Policy shall apply to transportation of employees in vehicle(s) owned or hired by the Insured to and from their officially designated places of work and only in the course of their



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employment and/or (if applicable under the Schedule) to and from social recreational and sporting activities and whilst participating in such activities organised by or on behalf of the Insured

PROVIDED that such vehicle(s) conform to the requirements of the Traffic regulations of the Law(s) of Rwanda.

CLAUSES ATTACHING TO AND FORMING PART OF THIS POLICY

ASBESTOS EXCLUSION

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, by the hazardous nature of asbestos in whatever form or quantity

WAR, CIVIL WAR AND TERRORISM EXCLUSION

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that 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:

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

Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority

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

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i), (ii), and (iii) above

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 force or the treat thereof whether as an act harmful to human life or not, by any person or group of persons,

whether acting alone or on behalf or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

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

FURTHER, it is declared and agreed that the following Special Exclusion shall apply to the Riot and Strike endorsement:

Special Exclusion

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act, including but not limited to 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, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of plundering, looting, war pillage in connection with civil commotion or any of the activities referred to above.

For the purpose of this exclusion, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike in order to bring about any social or economic change which is not politically motivated shall not be excluded.

Subject otherwise to the terms conditions exclusions and provisos of the policy.

POLITICAL RISKS EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this Insurance 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.

- 1.1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war or declared or not), civil war;
- 1.1.2 Permanent or temporary dispossession resulting from confiscations, commandeering or requisition by any lawfully constituted authority;
- 1.1.3 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;
- 1.1.4 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 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 in any way relating to points (1.1.1), (1.1.2), and / or (1.1.4) above.

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

WAIVER OF FORMAL PROPOSAL FORM

It is noted and agreed that the Insured not having submitted to the insurer formal completed proposal form for this class of business but having proposed to the insurer by means of a letter or risk note or placing slip whenever the within policy makes reference to “proposal” and declaration these terms shall be deemed to include the insured’s said proposal in lieu thereof.

BENEFICIARY CLAUSE

It is hereby agreed that the sum insured in case of death or medical proven mental disability shall only be paid equally shared to closed family (Spouse,Childred or their legal representative) If insured doesn’t have family, Policy benefit shall be paid to legal next of kin.

COMPUTER GENERAL LOSS CLAUSE

General Exclusion applicable to all sections of this Cover insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any provision of this Agreement including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Agreement does not cover:

1.loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

2.any legal liability of whatsoever nature;

3.any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all,

4.to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive, or respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or;

5.to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date or;

6.to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes;

7.to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

Special Extension to the above General Exclusion

8.Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in 9 below is not excluded by this General Exclusion.

9. The special perils that are not excluded for the purpose of this special extension are damage caused by:

9.1 storm, wind, water, hail or snow excluding damage to property

9.1.1 arising from its undergoing any process necessarily involving the use or application of water;

9.1.2 caused by tidal wave originating from earthquake or volcanic eruption;

9.1.3 in the underground workings of any mine;

9.1.4 in the open (other than buildings structures and plant designed to exist or operate in the open);

9.1.5 any structure not completely roofed;

9.1.6 being retaining walls;

9.2. aircraft and other aerial devices or articles dropped therefrom;

9.3 impact by animals, trees, satellite dishes or vehicles excluding damage to such animals, trees, aeriels, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

10 The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Agreement to the extent that such consequential loss results from damage to insured property by the perils referred to in 8 above.

11 This Special Extension will not cover any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Insurance shall exclude Nuclear Energy Risks. For all purposes of this exclusion Nuclear Energy Risks shall mean

all Property on the site of a nuclear power station:

1. Nuclear Reactors, reactor building and plant and equipment therein on any site other than a nuclear power station.

2. all Property, or any site (including but not limited to the sites referred to in.1 above) used or having been used for:

-the generation of nuclear energy or

-the production, use or storage of nuclear material.

3. any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that Pool and/or Association.

4.the supply of goods and services to any of the sites, described in.1 to 3 above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, Nuclear Energy Risks shall not include:

5.any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in 1 to 3 above (including contractors' plant and equipment) and/or

6.any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of 5 above.

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

7.The provision of any insurance or reinsurance whatsoever in respect of:

-nuclear Material;

-any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material of for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

8.The provision of any insurance or reinsurance for the under noted perils:

- fire, lightning, explosion;
- earthquake;
- aircraft and other aerial devices or articles dropped therefrom;
- irradiation and radioactive contamination;

any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

Definitions:

“Nuclear Material” means nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other materials; and

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not included radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) any Nuclear Reactor;
- (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory using nuclear fuel for the processing of Nuclear Material, including any factory using nuclear fuel for the reprocessing of irradiated nuclear fuel; and

(iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, use or storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- (i) in respect of Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) in respect of non-reactor Nuclear Installations, any area where the level or radioactivity requires the provision of a biological shield.

Additional Nuclear Exclusions.

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Agreement does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss Nuclear Material, Nuclear Fission or Fusion, Nuclear Radiation, Nuclear Waste from the use of Nuclear Fuels, Nuclear Explosives or any Nuclear Weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions:

“Nuclear material” as defined in NMA 1975 (A)

“Nuclear fission” means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

“Nuclear fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear waste” as defined in NMA 1975 (A)

“Nuclear fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

“Nuclear explosives” means an explosive involving the release of energy by nuclear fission or fusion or both.

“Nuclear weapon” means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

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