

## **MOTOR COMPREHENSIVE INSURANCE POLICY**

**POLICY NUMBER: PC6D0VDA**

**POLICY HOLDER:**

**INSURED:**

**KIGALI-RWANDA**

**INSURER: BRITAM INSURANCE RWANDA LIMITED**

**P.O. BOX 6644 KIGALI**

**PERIOD OF INSURANCE: 18/06/2025 TO 18/06/2026**

**BROKER: ALLIANCE INSURANCE BROKERS LTD**

## PARTICULAR CONDITIONS

IN CONSIDERATION of the Insured named in the schedule and carrying on the business described herein paying to BRITAM INSURANCE RWANDA LIMITED (hereinafter called "the Insurer") the premium stated in the said schedule, THE INSURER will provide insurance in the terms of this policy as mentioned in the sections of the policy in respect of events occurring during the period of insurance.

THIS POLICY and the schedule and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any section or schedule shall bear that meaning wherever it may appear in that section.

THE LIABILITY of the Insurer during any one period of insurance shall in no case exceed the amount of any sum insured or in the whole the total sum insured thereby or any other limit of liability expressed in the schedule or elsewhere in the policy at the time of the event (or such other sum or limit as may be substituted therefore by memorandum hereon signed for and on behalf of the Insurer).

It is hereby agreed and understood that the below vehicle is incorporated under this policy whereby THE INSURER undertakes to indemnify THE INSURED vehicle to provide financial protection against physical own damages, Theft, fire damages and/or bodily injury resulting from an accident and against third party liability that could also arise therefrom

### INTEREST & SUM INSURED

NO	MARK & TYPE	PLATE NO	CHASSIS NO	Y.O.M	VALUE (Rwf)	Occupants insured
1	BMW Camry	RAC234L	CH123456700	2011	30,000,000	8

### SPECIAL CLAUSES:

#### A. Third party coverages:

##### 1. Police abstract report (Involving third-party)

This shall mean the insured to notify the matter to the police, in order for the insurer to have subrogation rights. The insurer will be responsible for the collection of the police report to the police station as an addition value

##### 2. Third party bodily injury/death and material damage:

The Insurer will indemnify the claimants all sums including costs and expenses which the Insured shall become legally liable to pay in respect of death of or bodily injury to any person damage and/ or to property where such death or injury and/ or damage arises out of an

accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle at the following limits:

- Anyone person: Unlimited
- Anyone event/occurrence: Unlimited
- Third party property damage: Unlimited

**3. Family members cover extension.**

**B. Comprehensive coverages:**

Comprehensive coverage covers third party liability, own vehicle damage, fire, theft and additional extensions as described here below:

**4. Own Vehicle Damage:** Covers accidental damage to the insured vehicle.

**5. Fire and Theft:** Protection against loss or damage due to fire, self-ignition, lightning, explosion, or theft.

**6. Additional Extensions:** Policies may include coverage for vandalism, civil disturbances, natural disasters

**7. Towing charges:** If the Motor Vehicle is disabled by reason of loss or damage the insurer will bear the cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained

**8. Including all Accessories:** e.g. Exterior auto accessories, car liner, air bags, wheel covers, sound system, wind shield wiper bags, spot lights, Exterior mirrors etc.

These shall mean, covers against losses/damages caused by accidents involving thirdparty/own damage.

**9. Cross liability:** Where more than one party is indemnified under the policy the cover provided by the policy applies separately to each party owned or occupied by the insured.

**10. New and young driver's clause:** Claims arising out of use of vehicles by New or Young drivers are admissible under the policy as long as such drivers are holders of valid driver's licenses.

**11. Road/driving license clause:** In the event of damage or loss to a vehicle and the driver or rider has an expired driving permit, this shall not be construed to mean the driver or rider is not a holder of a valid permit and claims arising shall be settled as long as the driver's/ rider's driving permit is under renewal process and this has happened within a period of one month after expiry.

**12. Radio cassette/CD Player extension:** it is hereby understood and agreed that any claim for the cost of repairing/reinstating or replacing a specified Radio/Cassette/ CD player fitted into the Motor Vehicle is covered in the policy.

**13. Cover whilst in the hands of a motor trader/ repair:** This Policy shall be operative whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade/ Repair for the purpose of overhaul upkeep or repair.

**14. Partial loss:** It is hereby understood and agreed that Partial loss claims shall be paid by taking in consideration the cost of replacement of spares and repairs.

**15. Total loss:** Insured value less depreciation of elapsed time from inception/ renewal of 1.5% per month up to the loss date.

**16. Claims preparation costs will be met by the insurer.**

**17. Unobtainable parts clause:**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating repairs and the part(s) required for repairs is not available in the country the following shall apply:

- a) i) The price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Vehicle is held for repair or
- ii) If no such catalogue or price list exists the price last obtained from a competent supplier plus the reasonable cost of transport to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty and
- b) The reasonable cost of fitting such part as may be proved

**18. Fire and All allied perils including natural disasters:** It is hereby understood and agreed that damage or losses following impact from various perils are covered.

**19. Malicious damage:** Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to movable property which is:

- Stolen by or in collusion with any employee/ representative of the subscriber,
- damaged in an attempt to remove it or part of it from any premises by or in collusion with any employee of the subscriber

**20. Occupants (as per the schedule)** This policy extends to cover injury or death to occupants as per the limits indicated here below:

- Accidental Death: Rwf 3,000,000
- Permanent Disability: Rwf 3,000,000
- Medical Fees: Rwf 300,000

**21. Cancellation notice – 30 days** The Insurer may cancel this policy by sending a thirty days' notice to the Insured and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the time during the current Period of Insurance the Policy has been in force or the Policy may be cancelled at any time by the Insured on thirty days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Insurer on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Insurer's short Period rates for the time during the current Period of Insurance the Policy has been in force.

**22. Claims settlement:** Claims under the policy shall become payable within three (3) working days for partial loss and 5 days for total loss after reception of all required claim documents

**23. Geographical area:** Rwanda.

**24. Basis of valuation:** insured value

**25. Insurers' right on salvage**

**26. Motor Contingent liability**

**27. Riot and strike and civil commotion**

**28. Driver:** Anyone authorized by the insured and with a valid driving license.

**USE:** Social, domestic and pleasure purposes and for the insured's business

**EXCESS:** TBA

## GENERAL EXCLUSIONS

### ❖ Driving Under the Influence (DUI)

Claims are typically denied if the driver is found to be under the influence of alcohol, drugs, or any intoxicating substances at the time of the accident.

### ❖ Driving Without a Valid License

Operating the vehicle without a valid driver's license, or by an unlicensed or underage driver, generally voids coverage.

### ❖ Use for Illegal Activities

If the vehicle is used for unlawful purposes, such as smuggling or transporting illegal goods, the insurance policy will not cover any resulting damages or liabilities.

### ❖ Engaging in Racing or Speed Testing

Participation in races, speed tests, or any form of organized competitions with the insured vehicle is excluded from coverage.

### ❖ Commercial Use Without Proper Endorsement

Using a personal vehicle for commercial purposes, such as transporting goods or passengers for a fee, without the appropriate endorsement or commercial motor insurance, may result in a denied claim.

### ❖ Mechanical and Electrical Failures

Damage resulting from mechanical or electrical breakdowns, wear and tear, or gradual deterioration is typically not covered under standard motor insurance policies.

### ❖ Intentional Damage

Any loss or damage to the vehicle caused intentionally by the insured or with their consent is excluded from coverage.

### ❖ War, Terrorism, and Civil Unrest

Damages resulting from acts of war and terrorism are generally excluded from coverage.

### ❖ Driving Outside Geographical Limits

Operating the vehicle outside the geographical area specified in the policy, such as outside Rwanda, may lead to a denial of claims.

### ❖ Use of Uninsured Rental Vehicles

Driving a rental vehicle that is not adequately insured, or not adhering to the rental agreement's insurance terms, can result in a lack of coverage.

## CALCULATION OF THE PREMIUMS (RWF)

Net Premium : Rwf 1113200

Fees : Rwf 2500

VAT : Rwf 200826

Guarantee Funds : Rwf 32840

Total Premium : Rwf 1349366

The total net premium is Rwf 1113200 and the subscriber has to pay Rwf 1349366 (VAT and administrative fees included).

#### **DISPUTE SETTLEMENTS**

The parties agree that in case of conflict between the terms of these particular conditions and general conditions, terms of these particular conditions shall prevail.

The parties recognize that any dispute arising from the honoring or interpretation of this agreement shall be settled amicably. In case no agreement is reached the matter shall then be submitted to courts of competent jurisdiction in Rwanda.

#### **DURATION OF THE CONTRACT**

It is hereby declared and agreed that the present policy takes effect from 18/06/2025 and the expired date will be 18/06/2026 At the end of the insurance period, this contract may be renewed after agreement of the two parties.

Subject otherwise to Policy conditions and forming part of Contract.

Done at Kigali, on Tuesday, 10 June 2025

For and on behalf of the insured

For and on behalf of the insurer

**BRITAM INSURANCE RWANDA LIMITED**