

# COMMERCIAL VEHICLE INSURANCE POLICY

**WHEREAS** the insured by a proposal and declaration stated in the schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to RADIANT INSURANCE COMPANY (called "The Company" in this Policy) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident loss or damage occurring during the period of insurance.

**Now this policy witnesseth:-**

That subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon, the Motor Vehicles listed and described on the Matrix which follow the Policy Schedule are hereby insured subject to the specific Section of Cover granted by this policy and as indicated in the Policy Schedule which terms and conditions are fully detailed herein

## THE SCHEDULE

**The Company** : RADIANT INSURANCE COMPANY LTD  
**Address** : P.O. Box 1861 Kigali-Rwanda

**Policy Number** : XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Amendment type** : ..... **Amendment N°:** .....

**The subscriber** : XXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
**Address** : XXXXXXXXXXXXXXXXXXXXXXXX  
**Telephone** : XXXXXXXXXXXXXXXXXXXXXXXX  
**E-mail** : XXXXXXXXXXXXXXXXXXXXXXXX

**The Insured** :XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**TIN /Id Number** : XXXXXXXXXXXXXXXXXXXXXXXX

**Period of Insurance:** (a) From:..... To:..... (Both dates inclusive)  
(b)Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium.

**Geographical Area:** Rwanda.

## VEHICLE DETAILS

**Make** : xxxxxxxxxxxxxxxx **Type** : xxxxxxxxxxxxxxxx  
**Plate N°** : xxxxxxxxxxxxxxxx **Chassis N°** : xxxxxxxxxxxxxxxx  
**Year of Manuf.** : xxxxxxxxxxxxxxxx **Sum Insured** : xxxxxxxxxxxxxxxx

Number of Seats: xxxxxxxxxxxxxxxxxxxx Owner : xxxxxxxxxxxxxxxxxxxx  
 Number of person insured under Occupant cover: xxxxxxxxxxxxxxxxxxxx  
 Usage : xxxxxxxxxx

COVERS	SUM INSURED	SELECTED COVERS	EXCESS /FRANCHISE	ANNUAL NET PREMIUM	NET PREMIUM FOR COVERED PERIOD
<ul style="list-style-type: none"> <li>• Third Party Liability</li> <li>• Occupants Cover:               <ul style="list-style-type: none"> <li>- Accidental death</li> <li>- Accidental Permanent Disability Total</li> <li>- Medical fees</li> </ul> </li> <li>• Driver Safety               <ul style="list-style-type: none"> <li>- Accidental death</li> <li>- Accidental Total Permanent Disability</li> <li>- Medical fees</li> </ul> </li> <li>• Material Damages</li> <li>• Fire</li> <li>• Theft</li> <li>• Extension COMESA:               <ul style="list-style-type: none"> <li>- Third Party</li> <li>- Material Damage &amp; Fire</li> <li>- Occupant cover/ Driver safety</li> <li>- Medical fees</li> <li>- Yellow card</li> </ul> </li> </ul>					

Net premium	.....FRW
Policy fees	.....FRW
Guarantee Fund	.....FRW
VAT (18%)	.....FRW
<b>Total to be paid All taxes inclusive</b>	<b>.....FRW</b>

Entered by.....

**Date of signature**.....

**FOR AND ON BEHALF OF THE INSURED** .....

**FOR AND ON BEHALF OF RADIANT INSURANCE COMPANY LTD**.....

## SECTIONS OF THE POLICY

It is understood and agreed that the following sections shall apply if specifically mentioned in the policy schedule or endorsed thereto, it shall mean that covers or sections not stated in the schedule are not covered by this policy wherever it may appear.

### SECTION I – LOSS OR DAMAGE

The Company will indemnify the insured against loss of or damage to the Motor Vehicle and/or its accessories whilst thereon

- (a) by accidental collision or overturning.
- (b) by fire, external explosion, self ignition or lighting or burglary housebreaking or theft.
- (c) by malicious act.
- (d) whilst in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland water way, lift or elevator.

#### The company shall not be liable to pay for:

- (i) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- (ii) damage caused by overloading or strain
- (iii) damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle

### Protection of Disabled vehicle and Towing Charges

If the Motor Vehicle is disabled by reason of loss or damage as described in this Section the company will subject to the limits of liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

### Repair Authorization

The insured may authorize the repair of the Motor Vehicle necessitated by damage for which the company may be liable under this policy provided that:

- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit
- (b) the company is furnished with a detailed estimate of the cost and
- (c) the insured shall give the company every assistance to see that such repair is necessary and the charge reasonable.

### SECTION II – LIABILITY TO THIRD PARTIES

Subject to the Limits of Liability the company will indemnify the insured in the against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of:

- (i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the Motor Vehicle.

- (ii) damage to property caused by the use (including the loading and/or unloading) of the Motor Vehicle

The Company may at its own option

- (a) Arrange for representation at any inquest or fatal inquiry in respect of any death that may be the subject of indemnity under this Section.
- (b) Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event that may be the subject of indemnity under this Section.

### TOWING DISABLED VEHICLES

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle.

PROVIDED ALWAYS that:

- (a) The Company shall not be liable by reason of this Section of the Policy in respect of damage to such towed vehicle or property being conveyed thereby.

### COMESA EXTENSION CLAUSE

The covers given on Rwandan territory are extended to COMESA member countries on the request of the subscriber. This extension is validated by issuing a COMESA Yellow Card and payment of additional premium accordingly.

#### The company shall not be liable to pay for:

1.
  - (a) Death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the brining of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
  - (b) Death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
  - (c) Death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment being carried in or upon or entering or getting on to or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
  - (d) Damage to property belonging to or held in trust by or in the custody or control of the insured or a member of

- the insured's household or being conveyed by the Motor Vehicle.
- (e) Damage to any bridge and/or weigh-bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the Motor Vehicle and/or load carried by the Motor Vehicle.
  - (f) Damage to property caused by sparks or ashes from the Motor Vehicle or caused by or arising out of the explosion of the boiler on the Motor Vehicle.
  - (g) Death or bodily injury caused by or arising out of the explosion of the boiler on the Motor Vehicle unless such death or injury is caused by or arises out of the use of the Motor Vehicle on a Public Road.

2. The company will pay all costs and expenses incurred with its own written consent.

### SECTION III – OCCUPANT COVER

Under this section, The Company covers against Accidental Death, and Accidental Total/Partial Permanent Disability and Medical fees of persons carried in Insured's vehicle as per sums insured stated in the schedule.

For motor fleet, the number of insured occupants per vehicle is detailed under the attached Specification and Details of Vehicles Insured.

In case of permanent disability, the compensation payable shall be the proportion of the sum insured for permanent disability according to the percentage of disablement as assessed by a medical doctor of a public hospital.

### SECTION IV- DRIVER SAFETY COVER

In terms of and subject to the limitations of the indemnity stated in the schedule above, the company will indemnify any Driver who is driving the Motor Vehicle on the insured's order or with his permission provided that such driver:

- (a) shall as though he were the insured observe, fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.
- (b) is not disqualified from driving such motor vehicle
- (c) is fully licensed to drive such motor vehicle

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were the Insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

### GENERAL EXCEPTIONS

The Company shall not be liable under this Policy in respect of

- (1) any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area
- (2) any damage to goods transported by this vehicle
- (3) any damage caused solely by the transported goods or by any other goods handling necessitated by transport and which do not result from the use of the vehicle
- (4) any claim arising out of any third party contractual liability
- (5) any accident loss damage and/or liability caused sustained or incurred whilst any Motor Vehicle in respect of or in connection with which insurance is granted under this Policy is
  - (a) being used otherwise than in accordance with the Limitations as to Use or
  - (b) being driven by any person other than a fully licensed and authorized Driver
- (6)
  - (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (7) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (8) The amount indicated in the Policy as the Insured's Retained Liability - Policy Excess
- (9) In the event of Total Loss of the Vehicle; the insurer shall only be liable to the extent of the Current Market Value of the vehicle immediately before the loss after taking due cognizance of the Depreciated value of the vehicle given the age of the vehicle from the actual date of Manufacture
- (10) The Company shall not be liable except under Section 1 (a) of this Policy in respect of any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign, enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military, terrorism, sabotage or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/or liability arose independently of and was in no way connected thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

## GENERAL CONDITIONS

The Policy and the Schedule shall be read together 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 the same meaning wherever it may appear by

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given 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 the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under sub-section 1 (b) of Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under that sub-section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. The Company may at its own option repair reinstate or replace the Motor Vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Insured's estimate of the value of the Motor Vehicle (including accessories thereon) as specified in the Schedule or the value of the Motor Vehicle (including accessories thereon) at the time of the loss or damage whichever is the less.
5. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage

and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be entirely at the Insured's own risk.

6. The Company may cancel this Policy by sending fourteen (14) days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on fourteen (14) days' notice and (provided no claim has arisen during the then current period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.
7. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY: Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Legislation. BUT the Insured shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay, but for the said provisions.
8. APPLICATION OF LIMITS OF INDEMNITY: In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any endorsement hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.

Failure to reach the agreement under arbitration, the matter shall be referred to the competent Courts of Law in Rwanda.

10. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **Limit of Liability:**

- 1) Limit of the amount of the company's liability under Section I-iii:-----Sum Insured
- 2) Limit of the amount of the company's liability under Section II-1 (i):-----Unlimited.
- 3) Limit of the amount of the company's liability under Section II-1 (ii) in respect of any one claim or series of claims arising out of one event:-----Unlimited.

#### **Limitations as to Use:**

Use in connection with the Policy holder's business.

The policy does not cover:-

- 1) Use for racing, pace-making, reliability trial or speed-testing.
- 2) Use whilst drawing a trailer except the towing (other than for reward) of any one disabled mechanically-propelled vehicle.
- 3) Fare paying passengers
- 4) Use for Charter/Hire services or Liabilities arising therefrom

#### **ENDORSEMENTS**

The following endorsements shall apply to this policy:

##### **1. INTOXICATING LIQUORS OR DRUGS CLAUSE**

Warranted that the Company shall not be liable to make any payment in respect of any accidents, loss, damage or liability, caused or arising whilst the Motor Vehicle in connection with which insurance or indemnity is granted hereunder is being driven by the insured (or by any person) provided he is in the Insured's employment and/or is driving on his order (or with his permission) whilst under the influence of or whilst his efficiency as a driver is impaired by intoxicating liquors or drugs.

##### **2. CLAIM SETTLEMENT CLAUSE**

In case of a claim, the following procedure shall be followed:

1. Notify the claim/loss to The Company at its Head office or at one of its Branches within 5 working days from the date of its occurrence. The information to be provided are: policy number, Date of the claim event, Location of the claim event, causes of the claim, circumstance of the claim, damages or injuries, description of third party affected & contact

person for further claim process (name, telephone number, fax number and email address);

2. Provide required documents: Copy of vehicle identification certificate, Copy of Driving License, Copy of the contract, pictures, police report, the estimate for reparation and any other useful documents;
3. The company shall not be liable to pay any own damage claim for which required documents are not provided within 60 days from the date of accident.

##### **3. TOTAL LOSS SETTLEMENT ON PRE-ACCIDENT VALUES BASIS**

The value of the vehicle(s) shown in this policy is not necessarily the amount payable by the Company in the event of a Total Loss since their liability is limited to the MARKET VALUE or value shown in the policy which ever the less is.

##### **4. LEANER DRIVER'S CLAUSE**

Warranted that the company shall not be liable to make any payment in respect of any accident loss, damage or liability caused or arising whilst the Motor Vehicle described in the schedule to this policy is being driven by a learner drive except the leaner driver is driving under the instruction of an experienced licensed driver in the same vehicle at the time of such accident, loss, damage or liability.

##### **5. REPLACEMENT PARTS (USE AND WORDING OPTIONAL)**

It is hereby understood and agreed that notwithstanding anything to the contrary in this policy that in the event of loss or damage to the Motor Vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the company exercising the option under Condition 4 to pay in cash the amount of the loss or damage the liability of the company in respect of any such part shall be limited to:

- (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 existing the price last obtaining at manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty and
- (b) (i) The reasonable cost of fitting such part.

##### **6. ENDORSEMENT ON MOTOR ACCESSORIES-3Y**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the company will indemnify the insured against loss of or damage to the Factory in-built accessories:-

- (1) (Communication and safety equipment permanently fitted on the vehicle, manufacturers

tool kit) whilst such item(s) is (are) in or on the motor vehicle where such loss or damage is occasioned by theft or attempt thereof. Provided always that the liability of the company shall be limited to a reasonable market value or 2% of the value of the car whichever is less.

- (2) Where the accessories are separately purchased (not Factory in-built) and fitted by the insured these items shall be declared at inception and an additional premium charged and paid accordingly.
- (3) In consideration of the payment of an additional premium it is hereby understood and agreed that the company will indemnify the insured against loss or damage to the accessories as herein declared whilst such item(s) is (are) on the motor vehicle. Provided always that the liability of the company shall be limited to the value of the accessories less depreciation/excess as the case may be.

**7. RESTRICTION OF TOWING CHARGES**

It is hereby declared and agreed that the liability of the Company under Section 1 Paragraph 3 of this Policy shall not exceed the sum of RWF80,000.00 (Eighty Thousand Francs Only).

**8. JURISDICTION CLAUSE**

Entered.....

Done at .....,on dd/mm/yyyy

FOR AND ON BEHALF OF THE INSURED

.....

FOR AND ON BEHALF OF THE COMPANY

RADIANT INSURANCE COMPANY LTD

**Specification and Details of Vehicles Insured:**

S/No	Make & Type of Vehicle	Registration Number	Chassis No.	Year of Manufacture	Seating Capacity Including Driver	SUM INSURED (RWF)	PREMIUM	COVERS
1								
2								
3								
4								

Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided herein shall not apply to:-

- (a) Compensation for damage in respect of judgement delivered or obtained in the first instance in a court of competent jurisdiction outside Rwanda. Only the Laws of Rwanda shall apply in the event of any dispute arising from this contract

**9. NO PREMIUM NO COVER (NPNC)**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that any reference either in the Recital or Operative Clause or anywhere else on the Policy or any of the conditions attaching thereto, to the insured agreeing to pay premium is deemed to be reworded as "The Insured Having Paid" the premium.

It is further agreed that this memorandum forms an integral and irrevocable part of this policy of Insurance and any written endorsements that may be admitted on the policy from time to time as may be necessary.

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

This motor insurance policy is governed by the insurance laws and regulations in force in the Republic of Rwanda.

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