

PRIME INSURANCE COMPANY Ltd v UWIMANIMPAYE

[Rwanda SUPREME COURT - RS/INJUST/RC 00010/2021/SC (Cyanzayire, P.J., Karimunda, Hitiyaremye, J.) December 02, 2022]

Civil procedure – Damages resulting from accident– Loss of job – A person who does not provide evidence to prove that he/she had a job at the time of the accident, should not be granted damages for its loss because he/she never had it.

Civil Procedure – Damages resulting from accident –Loss due to an accident – Regarding the damages granted to an employee who suffered a loss due to an accident, such loss is considered based on the income from work on the day of the accident. For unemployed people (children, students, elderly, women or men living at home), no immediate loss resulting from work can occur, what can be taken into account is the opportunity to find job due to the accident.

Civil Procedure – Proceedings of the cases - Right for the review of the case on grounds of injustice–It is not necessary for a party to first invoke the procedure for case review in order to be entitled to the application for review on grounds of injustice, while he/she considers that he/she does not meet any requirement provided under the law for filing the application for admissibility of the case review.

Facts: This case stems from an accident happened to Uwimanimpaye who was hit by a vehicle insured by Prime Insurance Company Ltd. The recognized medical doctor ascertained that it caused to him the permanent incapacity of 78% and the aesthetic damages of 65%. He then wrote to the Insurer requesting for damages by consent and the medical doctors of Prime Insurance Company Ltd conducted another diagnosis and confirmed that he had the permanent incapacity of 28%. There was an attempt to reach an agreement but it failed because they did not agree on the incapacity rate, daily minimum wage and working days.

Uwimanimpaye filed a claim in the Intermediate Court of Karongi, which ruled that he should be granted various damages. The respondent appealed to the High Court, Rusizi Chamber, stating that the Intermediate Court determined the damages without appointing a third medical doctor to confirm the incapacity rate which was not agreed upon. The High Court declared the appeal unfounded based on the fact that the appellant did not react after being informed by Uwimanimpaye that he did not accept the incapacity rate assessed by the medical doctor of Prime Insurance Company Ltd until he lodged a claim before the Court which sustained the appealed judgment.

Prime Insurance Company Ltd wrote to the President of the Court of Appeal seeking for justice and he wrote to the President of the Supreme Court seeking for the case rehearing and who later decided that it should be reheard.

Before the hearing on the merits, the respondent raised an objection stating that the claimant should have filed an application for case review before invoking the procedure for the application for review on grounds of injustice. The Court declared the objection unfounded and ordered the trial to be resumed.

The claimant states that the injustice was based on the fact that the High Court ruled that he did not produce any evidence to prove that he agreed with Uwimanimpaye on the appointment of a

medical doctor after he showed that he did not accept the medical doctor's report from the side of the Insurer and he showed it in a letter he wrote to it through his legal counsel requesting it to appoint a medical doctor who would work with theirs to determine the incapacity rate that should be based on for the determination of damages, instead of doing so, it went to court. The respondent explains that the law provides that he and Prime Insurance Company Ltd could appoint a medical doctor or a team of medical doctors if they agree, but they did not agree accordingly. The Court ruled for the appointment of a joint medical team from both sides and the hearing would continue after by determining the amount of damages to be granted following the issuance of the report.

The medical team issued a report stating that Uwimanimpaye has a permanent incapacity rate of 49% and aesthetic damages of 4/6. The hearing continued on the merits by determining the amount of damages that should be awarded. The claimant states that the damages should be calculated based on a joint report and these damages should include economic, moral and aesthetic damages. He claims for the waiver of damages for loss of marriage opportunities, counsel's fees and court fees. Regarding the rate of deposits that caused them not to agree on the economic damages, he adds that in case the respondent would prove that the rate they were paying was the one set by the National Bank of Rwanda, he would have no problem to accept it. As for the compensation for the loss of work experience, he submits that Uwimanimpaye should not be granted any because he did not produce any evidence to prove that he had any formal work.

The respondent explains that with regard to the rate of deposits, the two parties do not agree in determination of economic damages, that they calculated at 5% because that is the rate set by the regulations of the National Bank. Regarding the damages for the loss of work experience, he submits that, although he does not have a monthly job, the accident caused to him prejudice as a person who has a regular job with daily earning of 3,000 Frw because he is a casual work. He also found that he should be compensated according to the daily minimum wage (SMIG) of 3,000 Frw, because his incapacity made him unable to do the work he used to do as the energy he had is not currently the same.

Held: 1. A person who does not provide evidence that he had a job at the time of the accident, should not be granted the damages for its loss because he did not have any, so Uwimanimpaye should not be granted the damages for the loss of work because, even though he claims to have casual work, he failed to produce evidence before the Court of that casual work he had.

2. It is not necessary for a party to first invoke the procedure for case review in order to be entitled to the application for review on grounds of injustice, while he/she considers that he/she does not meet any requirement provided under the law for filing the application for admissibility of the case review, therefore the statement of Uwimanimpaye that Prime Insurance Company Ltd did not apply for the case review on grounds of injustice lacks merit.

3. Regarding the damages granted to an employee who suffered a loss due to an accident, the loss is considered on basis of the income from work on the day of the accident. For unemployed people, (children, students, elderly, women or men living at home), there is no immediate loss from work that can occur, what can be taken into account is the opportunity to find work due to the accident and therefore Uwimanimpaye should not be granted these damages because he does not prove the loss suffered from his income.

The application seeking the review of the case N° RCA 00029/2019/HC/RSZ on grounds of injustice has merit

Uwimanimpaye to repay 6,702,142.4 Frw to Prime Insurance Company Ltd

Statutory and statutes referred to:

Presidential Order N° 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles, article 19.

No case law referred to.

Doctrines referred to:

Philippe Malaurie et alii, Droit des obligations, 10ème édition, 2018, Paris, LGDJ, § 241.

Yvaine BUFFELAN-LANORE, Virginie LARRIBAU-TERNEYRE, Droit civil des obligations, 17ème édition 62020-2021, Paris, Dalloz, § 2508.

Judgment

I. BACKGROUND OF THE CASE

[1] Uwimanimpaye Jean Claude sued Prime Insurance Company Ltd before the Intermediate Court of Karongi claiming damages arising from an accident involving a vehicle insured by that Company. He claimed that that accident happened on 29/06/2018, it caused to him the permanent incapacity of 78% and the aesthetic damages of 65% as ascertained by the recognized medical doctor who diagnosed him.

[2] Uwimanimpaye Jean Claude explained to the Court that on 11/10/2018, Prime Insurance Company Ltd received his letter requesting for amicable compensation from the accident and on 13/11/2018, the doctors on their side conducted another diagnosis and ascertained that the permanent incapacity caused by the accident is at the rate of 28%. He states that on 20/11/2018 he was invited to a conciliation meeting, but both parties ended up by disagreeing on the rate of incapacity, the minimum wage per day and working days, so he seized the Court seeking various damages.

[3] The Counsel for Prime Insurance Company Ltd submits that the Company agrees to pay damages, but there is a procedure that Uwimanimpaye Jean Claude did not comply with which is to carry out another incapacity diagnosis and requests that it should be undergone so that they can find the incapacity rate to base on in the determination of damages.

[4] On 28/03/2019, the Intermediate Court of Karongi rendered the judgment n° RC 00003/2019/TGI/KNG and declared that the claim of Uwimanimpaye Jean Claude is justified, it ordered to Prime Insurance Company Ltd to pay to him the total damages amounting to 14,186,126 Frw as follows:

- economic damages: 8,646,186 Frw,

- moral damages: 1,620,000 Frw,
- aesthetic damages: 1,080,000 Frw,
- damages for loss of employment opportunities: 2,160,000 Frw,
- travel and medical expenses, etc.: 100,000 Frw,
- court fees: 20,000 Frw,
- counsel's fee: 500,000 Frw..

[5] Prime Insurance Company Ltd appealed to the High Court, Rusizi Chamber, stating that after the victim did not accept the findings of the counter-expertise conducted by the insurer's medical doctor, the Court should have ordered the application of the provisions of article 7 of the Presidential Order n^o 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles, which reads that each party shall choose his/her own medical doctor, and both prepare a report on which they agree, the fact that this has not been done and the Court awarded damages to the victim, is an error.

[6] Uwimanimpaye Jean Claude defended himself by stating that the appointment of a third medical doctor is usually not done during the trial, instead, Prime Insurance Company Ltd, after being informed that the victim did not accept the incapacity rate issued by their medical doctor, would react about the matter, but it was informed and did not react until Uwimanimpaye Jean Claude notices that its acts are only meant to discourage him, he decides to inform it that he withdraws from the process of conciliation for seizing the Court. He filed a cross-appeal seeking for counsel's fees on appeal level.

[7] On 17/10/2019, the High Court, Rusizi Chamber, rendered the judgment n^o RCA 00029/2019/HC/RSZ and ruled that the appeal of Prime Insurance Company Ltd is unfounded, it declared the cross-appeal filed by Uwimanimpaye Jean Claude justified in parts, it ordered it to pay him 500,000 Frw including counsel's fee and the procedural fee at the level of appeal, it sustained the judgment n^o RC 00003/2019/TGI/KNG decided by the Intermediate Court of Karongi on 28/03/2019.

[8] In reaching that decision, the High Court relied on the reason that in the conciliation meeting that took place on 21/11/2018, Uwimanimpaye Jean Claude did not accept the incapacity rate of 28% shown by the medical doctors of the side of the Insurer, Prime Insurance Company Ltd had to agree with Uwimanimpaye Jean Claude on the appointment of a medical doctor or a team of medical doctors to resolve the dispute. It decided that since it did nothing to make this agreement happen while such was in its responsibilities until Uwimanimpaye Jean Claude filed a claim in Court on 07/01/2019, he should have been granted damages calculated on basis of the permanent incapacity rate of 78% and aesthetic damages of 65% in accordance with the provisions of Section 4 of article 6, of Presidential Order n^o 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles.

[9] On 14/11/2019, Counsel Masumbuko NDE Emile, on behalf of Prime Insurance Company Ltd, wrote to the President of the Court of Appeal requesting that the judgment n^o RCA 00029/2019/HC/RSZ decided by the High Court, Rusizi Chamber, on 17/10/2019, should be reviewed on grounds of injustice. The President of the Court of Appeal, after reviewing the request,

wrote to the President of the Supreme Court requesting that such case should be reheard. The President of the Supreme Court, after reviewing the report thereof, decided that it should be reheard and registered under n° RS/INJUST/RC 00010/2021/SC.

[10] The case was heard in public on 23/05/2022, Prime Insurance Company Ltd was represented by Counsel Masumbuko NDE Emile, while Uwimanimpaye Jean Claude was represented by Counsel Nsengiyumva Jean Claude.

[11] The Court first heard the parties regarding the objection raised by Uwimanimpaye Jean Claude requesting that the application for review on grounds of injustice filed by Prime Insurance Company Ltd should not be admitted for consideration because the judgment n° RCA 00029/2019/HC/RSZ under application for review on grounds of injustice had to be first reviewed before proceeding to the procedure for the application for review on grounds of injustice. After considering the objection, the Court made a decision in the bench, explaining that it is not necessary for the party to first apply for case review in order to have the right to request that his/her case be reviewed on the grounds of injustice, while he/she considers that he/she does not meet any requirement provided under the law for filing the application for admissibility of the case review. The Court ruled that the objection raised by the respondent in the instant case was unfounded and ordered that the hearing should be resumed.

[12] Regarding the merits of the case, Prime Insurance Company Ltd states that the injustice was based on the fact that in the decision of the case n° RCA 00029/2019/HC/RSZ, the judge decided that he did not indicate what he did in order to agree with Uwimanimpaye Jean Claude on the appointment of a medical doctor or a team of medical doctors after being informed that he does not agree with the report of the medical doctor on the side of the insurer and has expressed such disagreement. It sustains that in reaching such decision, the Court disregarded the email Prime Insurance Company Ltd sent to Uwimanimpaye Jean Claude through his lawyer asking him to appoint a medical doctor who would work with his to determine the incapacity rate that should be based on in awarding him damages, instead of doing so, he seized the Court. Uwimanimpaye Jean Claude himself explains that the law provides that he and Prime Insurance Company Ltd should appoint a medical doctor or a team of medical doctors in case they agree on it, but they did not agree on that issue.

[13] On 22/07/2022, the Court rendered an interlocutory judgment, it declared that the application filed by Prime Insurance Company Ltd seeking the review on grounds of injustice of the case n° RCA 00029/2019/HC/RSZ decided by the High Court, Rusizi Chamber, on 17/10/2019, is founded, it ruled for the appointment of a medical doctor or a team of doctors agreed on by both sides in order to contribute to the determination of the incapacity rate of Uwimanimpaye Jean Claude, it declares that the hearing should be resumed with respect to the determination of the amount of damages to be paid on basis of the medical report.

[14] After having appointed a team of medical doctors agreed on by both sides, their medical report indicates that Uwimanimpaye Jean Claude has a permanent incapacity of 49% and aesthetic damages of 4/6, both parties in this instant case produced before the Court the submissions indicating the damages upon which they agree and disagree.

[15] The case was reheard in public on 14/11/2022, the parties were represented as before, in determination of the damages that Prime Insurance Company Ltd should pay to Uwimanimpaye Jean Claude and the amount thereof, as well as the issue of procedural and counsel's fees.

II. ANALYSIS OF LEGAL ISSUES

Determine the damages to be paid by Prime Insurance Company Ltd to Uwimanimpaye Jean Claude and their amount

[16] Counsel Masumbuko NDE Emile, representing Prime Insurance Company Ltd, argues that the medical report agreed on by both parties indicated that the accident caused to Uwimanimpaye Jean Claude a permanent incapacity rate of 49% and aesthetic damages rate of 4/6, Prime Insurance Company Ltd finds that it is liable for payment of damages calculated as follows:

- Economic damage: $3000 \times 30 \times 12 \times 49\% \times 41 = 5,431,578$ Frw,
- $1 + (7,304\% \times 41)$ instead of 8,646,186 Frw which was paid after court order.
- Moral damages (Pretium doloris): $3000 \times 30 \times 12 \times 100\% =$
- 1,080,000 Frw, instead of 1,620,000 Frw paid;
- Aesthetic damages: $3000 \times 30 \times 12 \times 40\% = 432,000$ Frw, instead of 1,080,000 Frw paid.

[17] He submits that Uwimanimpaye Jean Claude did not deserve the following damages granted to him by the Court:

- 1,000,000 Frw for Counsel's fee;
- 20,000 Frw for court fee because if he did what the law requires to Prime Insurance Company Ltd he would have voluntarily paid without suing the Company before the Courts;
- 2,160,000 Frw of damages for the loss of the opportunity to marry because it does not exceed 50% based on the provisions of article 19 of the Presidential Order n° 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles.

[18] Counsel Masumbuko NDE Emile sustains that the total amount that should have been paid is 7,043,578 Frw, due to the fact that Prime Insurance Company Ltd has unfairly paid 14,126,186 Frw, he requests the Court to order to Uwimanimpaye Jean Claude to return the balance equal to $14,126,186 \text{ Frw} - 7,043,578 \text{ Frw} = 7,082,608 \text{ Frw}$.

[19] Regarding the rate of deposits that caused them to disagree on the economic damages, Counsel Masumbuko NDE Emile avers that if the respondent proves that the rate on which he based in determination of damages was set by the National Bank of Rwanda, he would accept it. As for damages for the loss of work experience, he adds that Uwimanimpaye Jean Claude should not be given any because he did not provide any evidence to prove that he had a formal work.

[20] Counsel Nsengiyumva Jean Claude, representing Uwimanimpaye Jean Claude, asserts that after noticing the medical report showing the incapacity rate the accident caused to Uwimanimpaye Jean Claude, basing on articles 18 and 19 of the Presidential Order n° 31/01 of

25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles, he finds that Prime Insurance Company Ltd should pay damages calculated as follows:

- Economic damages: $3000 \times 30 \times 12 \times 49\% \times 41 = 7,113,836 \text{ Frw}, 1+ (5\% \times 41)$
- Moral damages (Pretium doloris) from motor vehicle accidents: $3000 \times 30 \times 12 \times 100\% = 1,080,000 \text{ Frw};$
- Aesthetic damages based on article 19 of the above Presidential Order: $3000 \times 30 \times 12 \times 40\% = 432,000 \text{ Frw};$
- damages for the loss of work experience also calculated based on article 19 of the abovementioned Presidential Order: $3000\text{Frw} \times 30 \times 6 = 540,000 \text{ Frw}.$

[21] Regarding the rate of deposits that the two parties do not agree on in determination of the economic damages, Counsel Nsengiyumva Jean Claude submits that they should be calculated at 5% because it is the rate set by the regulations of the National Bank.

[22] Regarding the damages for the loss of work experience not calculated by Prime Insurance Company Ltd stating that they are considered for the person with monthly pay, even though Uwimanimpaye Jean Claude is not monthly paid, the accident caused to him prejudice as a person who has a regular job with daily earning of 3,000 Frw because it is a casual work. He also finds that he should be compensated according to the daily minimum wage (SMIG) of 3,000 Frw, because his incapacity made him unable to do the work he used to do as the energy he had is not currently the same.

DETERMINATION OF THE COURT

[23] Both parties in this case agree on aesthetic damages and moral damages (pretium doloris), uncontested damages are those of economic damages due to the amount of deposits upon which they disagree. Prime Insurance Company Ltd calculated on 7.304%, while Uwimanimpaye Jean Claude calculated on 5%. The other damages upon which they disagree concern the loss of work experience, whereby Prime Insurance Company Ltd states that they should not be awarded, while Uwimanimpaye Jean Claude submits that they should be given based on the provisions of article 19 of the aforementioned Presidential Order.

[24] Regarding the rate of deposits, the Court finds that the rate that appears on the website of the National Bank on the day of the pronouncement of the judgment is 6.5%; therefore, it is the one that should be based on to determine the economic damages that Prime Insurance Company Ltd must pay to Uwimanimpaye Jean Claude. Based on that rate, the damages to be paid are $3000 \times 30 \times 12 \times 41 \times 49\% = 5,912,043.6 \text{ Frw}. 1 + (6.5\% \times 41)$

[25] With regard to damages for loss of work experience upon which both parties disagree, the paragraph 4 of article 19 of Presidential Order n° 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles, provides that [...] such damages are awarded to the following persons:

- Loss of employment opportunities for high school, vocational, higher learning institutions or their equivalent students;

• Loss of work experience for a person who was already working. [...] In the French language this article is written in these words: *Le préjudice de carrière s'entend:*

□ *soit de la perte de chance certaine d'une carrière à laquelle peut raisonnablement espérer un élève ou un étudiant de l'enseignement secondaire, technique, supérieur ou leur équivalent ;*

□ *soit de la perte de carrière subie par une personne déjà engagée dans la vie active.*
[...]

[23] Although among the damages mentioned in the aforementioned article, there are those in Kinyarwanda that are qualified to be for the loss of the work experience, the Court finds that it is for the loss of work as it is in the French language, and there has been a wrong translation according to the nature of those damages, because of those of loss of work experience do not exist.

[24] Regarding those who receive damages for the loss of employment opportunities referred to in paragraph 4 of article 19 of Presidential Order n° 31/01 of 25/08/2003 mentioned above, the Court finds that the legislator entitled such damages only to students. Others were granted the damages for the loss of work, which means they must have a work and lose it because of the accident. This means that a person who fails to prove that he had a work at the time of the accident cannot be awarded damages because he/she did not lose anything. This is in line with the legal experts' opinions that in order to be compensated, in case the loss is not caused by a breach of contract, such loss must meet three conditions: it must be direct, it must be certain and it has reduced the property of the victim of the mistake¹. This is in line with the principle that the purpose of reparation is to restore the victim to the state he or she would have been in if the harmful event had not occurred².

[25] Regarding the damages granted to an employee who suffered a loss due to an accident, legal experts also state that the loss is considered in the income from work on the day of the accident. For unemployed persons, (children, students, elderly, women or men living at home), no immediate loss of work can occur, what can be taken into account is chance to find work due to the accident³.

[26] Concerning the dispute between the parties in this instant case to determine whether a person who is entitled to damages for a loss of work is a person who receives a monthly salary as submitted by Prime Insurance Company Ltd while Uwimanimpaye Jean Claude argues that even a person who does not have a monthly job is entitled to such damages, the Court finds that, based

¹ [...] (Pour être réparable, le préjudice, quand il s'agit de responsabilité extracontractuelle, n'a à remplir que trois conditions: il doit être direct, certain et avoir amoindri le patrimoine propre de la victime", Philippe Malaurie et alii, Droit des obligations, 10ème édition, 2018, Paris, LGDJ, § 241

² "La réparation vise à remettre la victime dans l'état où elle se serait trouvée s'il n'y avait pas eu le fait dommageable" Yvaine BUFFELAN-LANORE, Virginie LARRIBAU-TERNEYRE, Droit civil des obligations, 17ème édition 2020-2021, Paris, Dalloz, § 2508.

³ (Les pertes de gains professionnels sont appréciées par rapport aux revenus dont disposait la victime au moment de l'accident. Il faut donc distinguer les inactifs et les personnes ayant une activité au moment de l'accident. Pour les inactifs (enfants, étudiants, retraités, femmes ou homme au foyer), il ne peut y avoir de pertes de revenus actuels et seule l'incidence professionnelle et/ou scolaire du dommage peut être pris en compte (perte de chance de trouver un emploi par exemple), Id. § 2315

on the explanations provided above, a person who does not produce evidence to prove that he/she had a job at the time of the accident, he/she should not be entitled to damages for loss of work because he/she himself did not have any, and therefore the Uwimanimpaye Jean Claude can not be awarded damages for loss of work because, although he claims to be a casual worker, he did not produce before the Court the evidence of such casual work he had.

[27] Basing on all the aforementioned elucidations, the Court finds that Uwimanimpaye Jean Claude shall be awarded economic damages equal to 5,912,043.60 Frw, moral damages (Pretium doloris) equal to 1,080,000 Frw ; and aesthetic damages equal to 432,000 Frw, all totaling to 7,424,043.6 Frw.

[28] The Court finds that, for the case of the execution of the judgment that has been reviewed at the level of of review due to injustice, Prime Insurance Company Ltd paid Uwimanimpaye Jean Claude a total damages amounting to 14,126,186 Frw. Since it is clear that the amount he had to pay was less, Uwimanimpaye Jean Claude must reimburse excess amount equals to 14,126,186 Frw - 7,424,043.6 Frw = 6,702,142,4 Frw.

Determine whether the procedural and counsel's fees should be awarded in this instant case.

[29] Counsel for Prime Insurance Company Ltd states that it claims for damages amounting to 2,000,000 Frw including procedural and counsel's fees. He maintains that the damages requested by the opposing party are baseless because he filed an application based on his legal entitlement.

[30] On the side of Uwimanimpaye Jean Claude who is the respondent in this instant case, they submit that the damages requested by Prime Insurance Company Ltd should not be granted because they did not comply with what was requested for proving to the judge that their pleading was true. They claim that the fact that Prime Insurance Company Ltd brought him again before the Court is an injustice to him and for that reason they request that it should pay to him the damages equal to 1,000,000 Frw, and Counsel's fee equal to 1,000,000 Frw.

DETERMINATION OF THE COURT

[31] The Court finds that the procedural and counsel's fees claimed by Prime Insurance Company Ltd should be granted because it is the winner of the case and it is clear that it hired a lawyer to defend them and make follow-up of the case. The Court finds that the amount of 2,000,000 Frw claimed is too much, so in its discretion it awards 500,000 Frw for the counsel's fee and 300,000 Frw for the procedural fee.

[32] Regarding the damages claimed by Uwimanimpaye Jean Claude, the Court finds that he should not be awarded them because he does not win the case.

III. DECISION OF THE COURT

[33] Holds that the application filed by Prime Insurance Company Ltd for review the case n° RCA 00029/2019/HC/RSZ decided by the High Court, Rusizi Chamber, on 17/10/2019, is founded;

[34] Holds that the judgment is overruled in relation to the damages to be paid by Prime Insurance Company Ltd to Uwimanimpaye Jean Claude;

[35] Holds that Uwimanimpaye Jean Claude should have been granted the damages amounting to 7,424,043.6 Frw;

[36] Orders to Uwimanimpaye Jean Claude to reimburse to Prime Insurance Company Ltd 6.702.142,4 Frw.

[37] Orders to Uwimanimpaye Jean Claude to pay to Prime Insurance Company Ltd 800.000 Frw including the procedural and counsel's fees.