

ZANZIBAR INSURANCE CORPORATION

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FIRE DOMESTIC PACKAGE POLICY

NAME OF INSURER: M/S ZANZIBAR INSURANCE CORPORATION

(Hereinafter called "the Corporation")

IN CONSIDERATION of the payment and acceptance of the First Premium as consideration for the insurance hereinafter contained THIS POLICY WITNESSETH that in respect of the Perils occurring during the Period of Insurance or in any subsequent period for which the Insured shall pay and the Corporation shall agree to accept a renewal premium and subject to the conditions herein or endorsed hereon the Corporation will indemnify the Insured as hereinafter provided. The proposal and declaration made by the Insured is the basis of and forms part of this contract.

INSURED VALUE – the Insured declare that the sum insured will be maintained as follows:-

Under the Buildings Section – The full replacement value of the property Insured. Under the Contents section – The full value of the Property Insured calculated in the same manner as for settlement of claims as described under Basis of Settlement below.

The Liability of the Corporation under Section A and B in loss or damage occurring during any one Period of Insurance shall be limited to the sum insured of each item of the property Insured under the respective Section except where otherwise stated.

BASIS OF SETTLEMENT under the Buildings Section – the full replacement value. The Corporation may at its option make payment, reinstate or repair the property damaged or destroyed.

BASIS OF SETTLEMENT under the Contents Section – the full replacement value loss a reasonable deduction for wear and tear and depreciation. The Corporation may at its option make payment, reinstate or repair the property damaged, stolen or destroyed.

In witness whereof the undersigned being duly authorised by the Directors of the Corporation has set his hands on **11TH NOVEMBER, 2014**

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FOR: MANAGING DIRECTOR

SECTION A – BUILDINGS

PROPERTY INSURED:

The residence being a private dwelling house or private flat shown in the Schedule including domestic outbuildings thereafter referred to as “the Building” Landlords fixtures and fittings walls gates and fence all on the same premises. Unless otherwise stated the Buildings are built of brick stone or concrete with slate tile concrete asbestos or metal roofs. The Insured will be indemnified against damage to the property insured caused by the following Perils:-

- 1) FIRE LIGHTNING THUNDERBOLT, EARTHQUAKE or VOLCANIC ERUPTION (including Flood or Overflow of the sea occasioned thereby) or SUBTERRANEAN FIRE.
- 2) (EXPLOSION.
- 3) RIOT AND STRIKE which for the purpose of this Policy shall mean:-
 - (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)being an excluded peril contained in the exceptions hereto.
 - (b) The action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
 - (c) The wilful act of any strike or locked our worker done in furtherance of a strike or in resistance to a lock-out.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimising the consequences of any such act.
- 4) AIRCRAFT or OTHER AERIAL DEVICE or any article dropped there from.
- 5) BURSTING or OVERFLOWING of a Water Tank apparatus or Pipe, Excluding:-
 - a) The fist T.shs. 500,000/= in respect of each and every loss
 - b) Loss or damage whilst the Buildings are left unfurnished.
- 6) THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VOILENT BREAKING INTO OR OUT OF THE BUILDINGS or any attempt there excluding loss or damage occurring whilst the Buildings are left unfurnished.

PROVIDED THAT during any period the private dwelling house is left without in inhabitant over against theft is suspended from the beginning of the thirty first consecutive day of such unoccupancy.

- 7) IMPACT WITH THE BUILDINGS by any road vehicle or animal not belonging to the Insured or any member of his family normally residing with him.
- 8) STORM or TEMPEST (including Flood or Overflow of the Sea occasioned thereby) excluding:-
 - a) The first T.shs. 500,000/= of each and every loss.

b) Damage caused by Subsidence or Landslip and
c) Damage caused by Storm or Tempest as regards and Building in course of Construction reconstruction or repair (unless all outside doors windows and other openings are complete and protected against such perils) awnings, blinds, signs external television and radio antennae, aerials fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.

AND IN ADDITION

9) ADDITIONAL EXPENSES OF ALTERNATIVE ACCOMODATION AND LOSS OF RENT:

In the event of the Buildings being rendered uninhabitable by any of the Perils specified above the Corporation will indemnify the Insured against:-

- i. Reasonable additional expense for alternative accommodation;
- ii. Loss of rent payable to the Insured.

Actually incurred by the Insured during the period necessary for the reinstatement of the Buildings.

PROVIDED that the amount recoverable hereunder shall not exceed 10% of the Total Sum Insured.

EXCEPTIONAL RELATING TO BUILDING:

The Corporation shall not be liable in respect of:-

- A. As regards Perils (2) and (3) above any accident, loss damage, expense, liability occasioned by or through or in consequence directly or indirectly of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or defacto or to the influencing of it by terrorism or violence.

In any action suit or other proceedings where the Corporation alleges that by reason of the provisions of this Exception any accident, loss damage expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense liability or bodily injury is covered shall be upon the Insured.

- B. Except as provided for under peril (3) above any accident, loss damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscations, commandeering, requisition or destruction of or damage to the Buildings or the contents by order of the Government de jure or defacto or any public, municipal or local authority of the country or area in which the Buildings are situated.

- C. Consequential loss of any kind except as provided is Contingency 9.

SPECIAL CONDITION:

If the property hereby insured shall at the time at the time of replacement be collectively of greater replacement value than the sum insured thereon, the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every time, if more then one, the schedule shall be separately to this condition.

GENERAL EXCEPTIONS APPLICABLE TO ALL CONTINGENCIES COVERED BY THE POLICY

The Corporation will not be liable under this Section in respect of:-

- i. Any accident, loss, damage, expenses, liability or bodily injury occasioned by or through or in consequence directly of:-
 - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether was be declared or not) civil war.
 - b. Mutiny, civil commotions assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
 - c. An regards perils No. 2 and 3 of Section A and section B only any act of any person on behalf of or in connection with any organisation with activities directed towards the overthrown by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceedings where the Corporation alleges that by the reason of the provisions of this Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance the burden of proving that such accident, loss, damage, expenses, liability or bodily is covered shall be upon the Insured.

- ii. Except as provided for under Peril No. 3 of Section A and Section B any accident, loss, damages, expenses liability or bodily injury occasioned by or through or is consequence directly or indirectly of confiscation commandeering requisition or destruction of or damage by order of the Government de jure or de facto or any public municipal or local authority.
- iii. Any accident, loss, damage, expenses, liability or bodily injury directly or indirectly caused by or arising from or in consequences of or contributed to by:
 - a. Nuclear weapons materials
 - b. Lansing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion shall include any self-outstanding process of nuclear fission.

- iv. Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or super-sonic speeds.
- v.
 - a. Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Kenya, Uganda and Tanzania.
 - a. Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Kenya, Uganda and Tanzania.

GENERAL CONDITIONS OF THE POLICY

1. The indemnity provided under this excludes all claims arising from incidents occurring outside the territorial limits of Kenya, Uganda and Tanzania (unless specifically agreed by the Corporation in writing and the Policy is endorsed accordingly).
2. This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in my part of this policy of the schedule shall bear such meaning wherever it may appear.
3. If at time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there shall be any other insurance in force the Corporation shall not be liable for more than its rateable proportion thereof. Upon the happening of any such loss, damage expense or liability, the Insured shall forthwith give notice to the Corporation in writing of all other insurance affected by him or on his behalf (Covering the property or any part of the property or liability insured under this Policy and no claim under this policy shall be payable by the Corporation until such notice shall have received by them).
4. Nothing contained herein unless otherwise expressly stated, shall give any rights against the Corporation to any person other than the Insured, his executors or administrators, and the Corporation will not be bound by any passing of the interest otherwise than by death or operation of law, unless and until the Corporation shall by endorsement declare the Insurance to be continued.
5. Every right of the Insured accrued or to accrue will by way of subrogation pass to and absolutely vest in the Corporation to the extent that the loss or damage insured by this Policy may be ultimately made good or diminished thereby.
6. This policy may be cancelled at any time the request of the Insured in, writing to the Corporation and the premium shall be adjusted on the basis of the Corporation receiving or retaining the custom any short term premium or minimum. The Policy may also be cancelled by the Corporation by seven days notice gives in

writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Corporation receiving or retaining Prorata premium retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Insurer by seven days notice given in writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Insurer receiving or retaining prorated premium.

7. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions 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 disinterested persons as arbitrators, of when one shall be appointed in writing by each of the parties within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement the arbitrators the difference shall be referred to the decision of an umpire who have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and provide at their meeting. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrators or umpire respectively and in the event of the death of an arbitrators or umpire another shall in each case be appointed in his by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained.

SPECIAL CONDITIONAL RELATING TO CLAIMS

Applicable after any event which give rise or a claim under policy.

1) ALL CLAIMS

- a) The Insured as soon as possible shall give the insurer full particulars in writing and at his own expense shall provide all certificate information and evidence in the form and as requested by the Corporation.
- b) The Insured shall give any other assistance that the Corporation may require.