

ZANZIBAR INSURANCE CORPORATION

Head Office
Kenyatta Road
Shangani
Zanzibar - Tanzania



PO BoX 432
Tell +255 24 2232676/2233867
Fax 255 24 2232422
Email:zichq@zic.co.tz

Email: zicdsm@zic.co.tz

MOTOR CYCLE POLICY

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Corporation for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

Now this Policy Witnesseth:

That in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of this Policy)

SECTION I – LOSS OR DAMAGE.

1. The Corporation will indemnify the Insured against loss of or damage to the Motor vehicle and its accessories and spare parts whilst thereon.
 - a) By accidental collision or overturning or consequent upon mechanical breakdown or consequent upon wear and tear.
 - b) By fire external explosion, self-ignition or lightning or burglary, housebreaking or theft.
 - c) By malicious act.
 - d) Whilst is transit (including the processes of loading and unloading incidental to such transit) by road, rail inland, waterway, lift or elevator.
2. At its own option the Corporation may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor vehicle or any part thereof or its accessories or spare parts. The liability of the Corporation shall not exceed the value of parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the corporation in respect of any claim for loss or damage.
3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy one corporation 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.
4. The insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Corporation may be liable under this Policy provided that:
 - a) The estimated cost of such repair does not exceed the Authorized Repair limit:
 - b) A detailed estimate of the cost is forwarded to the Corporation without delay.

EXCEPTION TO SECTION I:

The Corporation shall not be liable to pay for:

- i. Consequential loss, depreciation, wear and tear mechanical or electrical breakdowns failure or breakages.
- ii. Damage to tyre unless the Motor Vehicle is damaged at the same time:
- iii. Loss of or damage to accessories or spare by burglary housebreaking or theft unless the Motor Vehicle is stolen at the same time.

SECTION II – LIABILITY TO THIRD PARTIES:

1. The Corporation will subject to the Limits of Liability indemnify the Insured in the event of accident by or arising out of the use of the Motor vehicle or in connection with the loading or unloading of the Motor vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:
 - a) Death or bodily injury to any person:
 - b) Damage to property:
2. In terms of and subject to the limitations of and for the purposes of this Section the Corporation will indemnify any Authorised Driver who is driving the motor vehicle provided that such authorized Driver:
 - i. Shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply:
 - ii. Is not entitled to indemnity under any other policy.
3. In the event of the death of any person entitled to indemnity under this Section the Corporation will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the insured observe fulfil and the subject to the terms of this Policy, in so far as they can apply.
4. The Corporation will pay all costs and expenses incurred with its written consent.
5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.
6. The Corporation may at its own option.
 - a) Arrange for representation at any inquest or fatal inquiry in respect of any death which 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 which may be subject of indemnity under this Section.

EXCEPTIONS TO SECTION II

The Corporation shall not be liable in respect of:

- i. Death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading or the taking away of the load from the Motor Vehicle after unloading there from.
- ii. Death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment:
- iii. Death of 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:
- iv. Damage to property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the insured's household or being conveyed by the Motor Vehicle.

1. Compensation for damages in respect of judgments delivè' he Corporation in securing the conviction of the offender.
2. No admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Corporation which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding and in the settlement of any claim and the Insured shall give all such information and assistance as the Corporation may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under Section ii-I (b) and relinquish the conduct of any defense, settlement or proceedings and the Corporation 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 Corporation in connection with such defense, settlement or proceeding or of the Corporation relinquishing such conduct nor shall the Corporation be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Corporation shall have relinquished such conduct.
4. The corporation may cancel this Policy by sending seven day's 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 prorata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven day's 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 Corporation's short Period rates for the period of the Policy has been in force.

5. If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability the Corporation shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this Condition shall impose on the Corporation any liability from which but for this condition it would have been relieved under proviso 9ii) of Section II-2 (a) of this Policy.
6. All differences arising out of this Policy shall be referred to the decisions 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 o 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 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 Corporation. If the Corporation 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
7. The due observance and fulfillment of the Terms of this Policy insofar 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 Corporation to make any payment under this Policy

No Claim Bonus:

See Additional Conditions on page 4

In the event of no claim being made or arising under this Policy during the preceding year of insurance the renewal premium for such part of the Insurances as renewed shall be reduced by 10%.

If the Corporation shall consent to a transfer of interest in this Policy the period during which the interest was in the transfer shall not accrue to the benefit of the Transferee.

If more than one Motor Vehicle is described in the Schedule the No-Claim bonus shall be applied as if a separate Policy had been issued in respect of each Motor Vehicle

SCHEDULE attaching to and forming part of
POLICY NO. 020/070/1/001913/2009

Corporation: Zanzibar Insurance Corporation

Agent:: **050/00035 ATLAS CHATO**

Insured: Name: **ISRAEL AUGUSTINE KAMUZORA**

Address: **P.O. BOX 9892 DSM**

Business or Profession: - **COMMISSIONER OF INSURANCE**

Policy No. **020/070/1/001913/2009**

Period of Insurance:

(a) From: **16TH JUNE, 2011** } both dates
 To: **15TH JUNE, 2012** } inclusive

Premium T.shs. 495,000/=

(b) Any subsequent period for which the Insured shall pay and the Corporation shall agree to accept a renewal premium

Motor Vehicle: Any of the following:-

Registration Mark	Make	Type of Body	Horse CC	Year of Manufacture	Seating Capacity including Driver	Insured's Estimate of Value including Accessories and Spare Parts
T 582 ADG	FORD	P/UP D/CABIN	2900	2004	5	22,000,000/=

Date of Issue: 16th JUNE, 2011

Insurance Provided: COMPREHENSIVE

Limit of the amount of the Corporation's liability under

Section 1-3 (Protection and Removal)TShs. 300,000/-

Authorised Repair Limit Section 1-4(a)T.Shs. 50,000/-

Section II, Limits Of Liability: As per limit shown in the Interim Cover Note number 20439 dated 16/06/2011

Geographical Area: **TANZANIA**

Legislation:

Motor Vehicle Insurance (Third Party Risks) Ordinance 1945 (Tanganyika) (Section – 7) and the

Motor Vehicles (Third Party Risks) Decree 1953 (Zanzibar) (Section – 6)

Authorised Driver: Any of the following:-

(a) The Insured

(b) Any person driving on the Insured's order or with Insured's Permission

Provided that the person driving holds a license to drive the Motor Vehicle or has held and is not disqualified for holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations.

Limitations as to Use: PRIVATE USE

Excess:

OWN DAMAGE: 10% of Claim Amount, minimum T.shs. 100,000/=

T.P. DAMAGE: The insured shall bear **10%** of each and every Third Party Property Damage Claim,

subject to a minimum of **T.shs. 100,000/=**

THEFT: 10% of Sum Insured, minimum T.shs. 100,000/=

Date of Signature of Proposal and Declaration: **16th JUNE, 2011**

Signed on behalf of the Corporation at Dar Es Salaam

**FOR: MANAGING DIRECTOR
 ZANZIBAR INSURANCE CORPORATION**

ADDITIONAL CONDITIONS

- a. The Corporation shall not be able to make any payment in respect of any accident, 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 any person whilst under the influence of or whilst efficiency as a driver is impaired by intoxicating liquors or drugs.

b. Road License & Driving License Clauses:

Notwithstanding or condition, clause, qualification or proviso contained anywhere in the within policy. It is hereby warranted that no claim arising under the within policy shall be admissible (Except so far as is necessary to requirement of the legislation unless the person driving the vehicle within Insured holds a driving permit which is in force at the material time the vehicle is involved in any accident giving rise to a claim against the Corporation and the vehicle is also duty licensed to be on the road.

c. Carrying Capacity and Seating Capacity Clause:

The Corporation shall not be liable in respect to any accident, loss, damage or liability caused sustained or incurred whilst the motor vehicle is being used to carry passenger/load, in excess of what is allowed by the Licensing Authorities. This Endorsement shall not effect the right of any person to recover amount under or by virtue of the Legislation but the Insured shall repay to the Corporation all sums paid by the Corporation which the Corporation would not have been liable to pay but for the Legislation.

d. Replacement Clause:

ENDORSEMENT NO. 30

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 the supply of, part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Corporation exercising the option under Section 1 – 2 to pay in cash the amount of the loss or damage the liability of the Corporation 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 exists the price last obtaining at the 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 amount of the relative import duty;

AND

- (b) the reasonable cost of fitting such part.
Subject otherwise to the Terms of this policy

IMPORTANT NOTICE

- 1) In the event of an accident in NO circumstances admit liability in any way whatever to any Third party Claimant or Witness of any one action on behalf of a possible Claimant, but

obtain full particulars including names and addresses of all witnesses and forward this information at once to the Corporation.

- 2) Please notify any change of address and in the event of the sale of the Vehicle or cancellation of the Policy, Insurance certificate in respect of the Vehicle (s) affected MUST be returned to the Corporation immediately.
- 3) The value of the Vehicle (s) shown in this policy is not necessarily the amount payable by the Corporation in the event of a Total Loss, since their liability is limited to the MARKET VALUE of the Vehicle (s) immediately anterior to the date of loss or the value shown in the Policy whichever is the less.

No Claim Bonus:

In the event of no claim being made or arising under this Policy during the preceding year of insurance the renewal premium for such part of the insurance as renewed shall be reduced by 10%

If the Corporation shall consent to a transfer of interest in this Policy the period during which the interest was in the Transfer shall not accrue to the benefit of the Transfer.

If more than one Motor Vehicle is described in the Schedule the No-Claim Bonus shall be applied as if a separate Policy had been issued in respect of such Motor Vehicle.

It is hereby agreed and declared that the Corporation shall not be liable in respect of

1. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever.
(b) any liability or whatsoever nature

Directly or indirectly by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining of nuclear fission.

Any accident, loss damage or liability directly caused contributed to by or arising from nuclear weapons material.

If a law or laws are named in a section of the Policy entitled "Avoidance of certain terms, and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.