

ZANZIBAR INSURANCE CORPORATION

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PRIVATE MOTOR CAR 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 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 1 - INSURANCE ON THE MOTOR VEHICLE

Loss 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.
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 its accessories or spare parts.

The liability of the Corporation shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Corporation's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of the value stated in the Schedule. Where the amount of loss or damage or repair, reinstate or replacement of any part thereof, its accessories or spare parts exceeds 75% of the insured's estimate of the value stated in the Schedule, the Corporation shall either pay 75% of such value and the insured meet any amount in excess or pay the full value and take possession of the vehicle.

Hire Purchase Agreement or Mortgage

2. If to the knowledge of the Corporation the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to the Corporation in respect of such loss or damage.

Protection and Removal after Accident

3. If the Motor Vehicles is disable by reason of loss or damage insured under this Policy the 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.

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FOR: MANAGING DIRECTOR

Authority to Repair

4. The Insured may authorise 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 Authorised Repair Limit.
 - (b). A detailed estimate of the cost is forwarded to the Corporation without delay.

EXCEPTIONS TO SECTION 1

The Corporation shall not be liable to pay for

- (a). Consequential loss
- (b). Depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- ©. Damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.

SECTION II - LIABILITY TO THIRD PARTIES

Indemnity to the Insured

1. The Corporation will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of.
 - (a). Death of or bodily injury to any person.
 - (b). Damage to property.

Where such death or injury or damage arises out of an accident caused by in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

Indemnity to other persons.

2. The Corporation will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver at the request of the Insured any person (other than the person driving) in or getting into or out of the motor Vehicle against all sums including claimant's costs and expenses which such Authorised Driver or person shall become legally liable to pay in respect of.
 - (a). Death of or bodily injury to any person.
 - (b). Damage to property.

Where such death or injury or damage arise out of an accident caused by or in connection with the Motor Vehicle or the Loading or unloading of the Motor Vehicle.

Indemnity to Legal Representatives

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 legal personal representatives in the terms and subject to the limitations which applied to such person.

Application of Limits of Liability

4. In the event of an accident involving indemnity under this section to more than one person the Limits of the Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

Representation and Defense

5. The Corporation may at its own option:
 - (a). Arrange for representation at any inquest or fatal inquiry in respect of any which may be the subject to indemnity under this section;
 - (b). Undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating any event which may be the subject of indemnity under this Section.
 - (c).

Expenses

6. The Corporation will pay all costs and expenses incurred with its written consent.

JURISDICTION CLAUSE

The indemnity under Section II shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area.

EXCEPTIONS TO SECTION II

The Corporation shall not be liable

- (a) Under sub-section 2 or 3 to indemnify any person.
 - (i) Unless such person shall observe fulfil and be subject the Terms of this Policy in so far as they can apply.
 - (ii) If such person is entitled to indemnity under any other policy.
- (b) In respect of death or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this section.
- (c) In respect of death or 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 thereon or the taking away of the load from the Motor Vehicle after unloading there from.
- (d) In respect of damage to property belonging to held in trust by or in the custody or control of:
 - (i) The Insured or
 - (ii) Any person claiming to be indemnified under sub-section 2 or
 - (iii) A member of the same household as the Insured or of the same house hole as any claiming as any person claiming to be indemnified under sub-section 2.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Corporation is obliged by the law of any country within the Geographical Area to pay an amount for which the Corporation would not otherwise be liable under this Policy the Insured shall repay the amount to the Corporation.

SECTION III - MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER

Notwithstanding General Exception 1 (b) the indemnity provided by this Policy shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle as the custody or control of am member of the Motor Trader for the purpose of overhaul upkeep or repair.

INSURANCE PROVIDED

- 1. Where the Insurance provided is "Comprehensive" all Sections of this Policy are operative
- 2. Where the Insurance provided is "Third Party" Sections I of this Policy is cancelled.

GENERAL EXCEPTIONS

The Corporation shall not be liable in respect of:

1. Any accident loss damage or liability caused sustained or incurred.
 - (a) Outside the Geographical Area.
 - (b) Whilst on the Insured's order or with his permission or to his knowledge any motor vehicle in respect of which indemnity is provided by this Policy is;
 - (i) Being used otherwise than in accordance with the Limitations as to use.
 - (iii) Being driven by any person other than an Authorised Driver is for the purpose of being driven by him in the charge of such person.
2. Any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
 - (a) War invasion act of foreign enemy hostilities or warlike operations (whether war be-declared or not) civil war munity rebellion revolution insurrection military or usurped power;
 - (b) Strike riot civil commotion;
 - (c) Detention seizure confiscation or any attempt thereat.
Or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Corporation shall not be liable to make any payment in respect of such a claim.
3. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. Any accident loss or damage to any property whatsoever or any loss expenses whatsoever resulting or arising therefrom or any consequential loss.
5. Any accident loss damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons materials.

CONDITIONS

Interpretation

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any of this Policy or of the Schedule shall bear such specific meaning wherever it any appear.

Insured's Duty

2. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and he truth of the statements and answers in the proposal shall be condition precedent to any liability of the Corporation to any payment under this Policy.

Written Notice

3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Corporation.

Care of Motor Vehicle

- 4. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Corporation 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 loss or damage 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 excluded from the scope of the indemnity granted by this Policy.

Notification of Accident

- 5. In the event of any occurrence which may give rise to claim under this Policy the Insured shall as soon as possible give notice thereof to the Corporation with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Corporation immediately on receipt Notice shall also be given to the Corporation immediately the Insured or any person claimings to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediately notice to the assistance as the Corporation may require.

Claim Procedure

- 6. No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Corporation which shall be entitled if it so desire to take over and conduct the name of the Insured or such person for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the assistance as the Corporation may require.

Payment of Limits of Liability

- 7. At any times after the happening of any event giving rise to a claims under Section II - 1(b) and Section II - 2(b) of this Policy the Corporation may pay to the Insured or any person claiming to be indemnified full amount of the Corporation liability under Section II - 1(b) and Section II - 2(b) and relinquish the conduct of any defence settlement of proceeding and the Corporation shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Corporation be liable for any costs or expenses whatsoever incurred by the Insureds or such person or by any claimant or other person after the Corporation shall have relinquished such conduct.

Other Insurance

- 8. 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 retable 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 relieved under Exception (a) (ii) to Section II of this Policy.

Cancellation Of Policy

- 9. The Corporation may cancel this Policy by sending seven day's notice by registered letter to the Insured at his known address 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 seven day's 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 Corporation 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 Corporation Short Period rates for the time during the current Period of Insurance the Policy has been in force.

Arbitration

10. 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 Corporation. If the Corporation shall disclaim liability 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 provision herein contained then

the claim shall for all purpose be deemed to have been abandoned and shall thereafter be recoverable hereunder.

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

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

INTOXICATION LIQUORS OR DRUGS CLAUSE

The Corporation shall not be liable 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 on or this efficiency as a driver is impaired by intoxicating liquors or drugs.