

ZANZIBAR INSURANCE CORPORATION

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Zanzibar - Tanzania



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PUBLIC LIABILITY POLICY

Whereas the Insured by a proposal which shall be the basis of this Contract and be held as incorporated herein has applied to the Corporation for the Indemnity hereinafter expressed and has paid or agreed to pay the First Premium as consideration for or on account of such indemnity.

Now this Policy Witnesseth that subject to the terms exception limits and conditions contained herein or endorsed hereon the Corporation will indemnify the Insured against.

- (A) All sums which the Insured shall become legally liable to pay for compensation in respect of
- (1) bodily injury to or illness of any person
 - (2) loss of or damage to property
- occurring within the Territorial Limits during the Period of Indemnity as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk.
- (B) All costs and expenses of litigation
- (1) recovered by any claimant against the Insured
 - (2) incurred with the written consent of the Corporation

In respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

In the event of the death of the Insured the Corporation will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the Insured observe fulfill and be subject to the exceptions and conditions of the Policy in so far as they can apply.

EXCEPTIONS

The indemnity expressed in the Policy shall not apply to

- (1) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- (2) Liability in respect of
 - (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured
 - (b) any sums payable by the Insured under legislation relating to occupational injury or illness
- (3) liability in respect of loss of or damage to property
 - (a) belonging to the Insured
 - (b) in the charge or under the control of the Insured or any servant or agent of the Insured
 - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
 - (d) caused by or in connection with or arising from the bursting of any pressure part of
 - (i) any steam boiler or any economizer
 - (ii) any vessel or apparatus (other than any steam turbine or engine other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured

- (4) liability in respect of
 - (a) damage to any property or land or building caused by vibration or the removal or weakening of support
 - (b) injury or damage to any person or property occasioned by or resulting from any such damage aforesaid
- (5) liability in respect of injury illness loss or damage caused by or in connection with or arising from
 - (a) any vehicle (or trailer attached thereto) or animal or vessel or craft not specified in the Schedule under the heading of Plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
 - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant
 - (c) defective sanitary arrangements or water pollution
 - (d) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
 - (e) any commodity article or thing supplied repaired altered or treated by or to the order of the Insured

this Exception (5)(e) shall not however apply to food or beverage served for consumption of any of the Insured's premises to which this Policy applies
- (6) liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power strike riot or civil commotion
- (7) (a) any accident loss or damage to any property whatsoever or 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 radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the

purpose of this-exception combustion shall include any self-sustaining process of nuclear flammation

- (8) any accident loss damage or liability directly or indirectly caused by or 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" on 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 law are left to apply to each law in its entirety

In these exceptions

- (a) the exception "vehicle" shall include any type of machine on wheels or on caterpillar tracks*
- (b) the expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on all through water or air*

LIMITS OF INDEMNITY

The liability of the Corporation under this Policy for all compensation payable

- (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on all attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident
- (b) in respect of all injury illness loss and damage sustained during any one Period of Indemnity shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Indemnity

For and on behalf of the Corporation

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MANAGING DIRECTOR

CONDITION

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 part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. The Insured shall give written notice to the Corporation of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative.
2. The Insured shall not without the consent in writing of the Corporation repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Corporation shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for Indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Corporation may require.
3. The Corporation may in the case of any accident pay to the Insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Corporation shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clause (B) on the first page of this Policy incurred prior to the date of payment of such Limit on Indemnity or such lesser sum.
4. If the premium for this Policy has been calculated or any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relating thereto and shall at the times allow the Corporation to inspect such record. The Insured shall within one month from the expiry of each period of Indemnity furnish to the Corporation such particulars and information as the Corporation may require the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
5. If at the one of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Corporation shall not be liable for more than its ratable proportion thereof.

6. If at any time or from time to time any change shall occur materially varying of the facts existing at the date of the proposal the insured shall within seven days give notice in writing to the Corporation and shall pay such additional premium as the Corporation may require
7. This Policy may be cancelled at any time by seven day's notice by registered letter from Corporation to the Insured's last known address and in such event the Corporation will return a **pro rata** portion of the premium for the unexpired part of the Period of Indemnity.
8. The Insured shall take all reasonable precautions to prevent accidents after any occurrence covered by this Policy no alteration or repair shall so far as practicable be made until the consent of the Corporation has been obtained.
9. The Corporation shall at the reasonable times have free access to inspect any property and in the event of any defect or danger being apparent to the notice in writing to the Insured and thereupon all liability of the Corporation in respect thereof or arising there from shall be suspended until the same be cured or removed to the satisfaction of the Corporation.
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 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.
11. The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the.

THE SCHEDULE	
The Corporation	
The Insured: Name: M/S TANZANIA FISHERIES CO. LTD.	
Address: P.O. BOX 556, MWANZA	
The Business: FISH PROCESSING	
The Territorial Limits: EAST AFRICA	
Limits of Indemnity:	
for any one Accident TPPD	SHS. 10,000,000/=
for any one Accident TPI	SHS. 1,000,000/=
For any one Period of Indemnity	SHS. 67,500,000/=
Period of Indemnity:	
(a) From the 21 st May, 2007	} both dates inclusive
to the 20 th May, 2008	}
(b) Any subsequent period for which the Insured shall pay and the Corporation shall agree to accept a renewal premium	
First Premium: -	Annual Premium: 155,000/=
	Renewal Date: 21st May, 2008
Description of Risk:	
Public liability General risk and product liability.	
Plant: (See Exceptions 5 (a) and (b))	

Signed on the 1st June, 2007
Entered.....

Examined.....