

ZANZIBAR INSURANCE CORPORATION

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WORKMEN'S COMPENSATION POLICY

Whereas the Insured carrying on the Business described in the schedule and no other for the purpose of this insurance by a proposal and declaration which shall be basis of this contract and is deemed to be incorporated therein 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 witnesses that if any employee in the Insured's immediate services shall sustain bodily injury by accident or disease caused during the period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

The Corporation will subject to the Jurisdiction clause and the other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) indemnify the insured against liability at law (including liability under the Workmen's Compensation Law(s) set out in the schedule) to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

The Corporation will also in the event of the death of the Insured indemnify the insured legal personal representatives in the Terms of this policy in respect of liability incurred by the insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this Policy in so far as they can apply.

PROVIDED ALWAYS that in the event of any change in the Workmen's Compensation Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Corporation in respect of the Insured's liability under such Law(s) shall be limited to such sums as the Corporation would have been liable to pay if the Workmen's Compensation Law(s) had remain unaltered.

JURISDICTION CLAUSE

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

EXCEPTIONS

The Corporation shall not be liable in respect of:-

- (a) the insured's liability to employees of contractors to the Insured.
- (b) Any liability of the Insured which attached by Virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (d) Any injury by accident or disease sustained outside the Geographical Area.
- (e) Any Employee who is not a "Workman" within the meaning of the Workmen's Compensation Law(s).
- (f) Any injury by accident or disease attributable to war invasion act or foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- (g) (i) Pneumoconiosis.
(ii) any disease which may be brought within the provisions of the Workmen's Compensation Law(s) specified in the Schedule by exercise of powers conferred by Any provision therein.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract any word or expression to which as specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfillment 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 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.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Corporation.
4. The insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence which may give rise to a 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 shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

6. 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 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 proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Corporation may require.
7. if at the time any claim arises under this Policy there be any other insurance covering the same liability the Corporation shall not be liable to pay or contribute more than its retable proportion of any such claim and costs and expenses in connection therewith.
8. the first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earning paid by the Insured to employees during each period of Insurance. The name of every employee together with amount of wages salary and other earnings shall be properly recorded and the Insured shall at the time allow the Corporation to inspect such records and shall supply the Corporation with a correct account of all such wages salaries and other earnings paid during any period of Insurance within one month from the expiry date of such period of Insurance if the amount so paid shall differ from the amount on which the premium has been paid the difference in premium shall be met by a further proportionate payment to the Corporation or by a refund by the Corporation as the case may be.
9. The Corporation may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with condition 8.
10. All differences arising out this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or of they can not agree upon a single Arbitrator to the decision of two Arbitrator 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 shall sit with the Arbitrator and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against 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.

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FOR: MANAGING DIRECTOR