

ZANZIBAR INSURANCE CORPORATION

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BURGLARY INSURANCE – BUSINESS PREMISES

WHEREAS the Insured (hereafter called Insured) designated in the Schedule has made to **ZANZIBAR INSURANCE CORPORATION** (hereafter called the Corporation) a proposal and declaration containing certain particulars statements which the Insured has agreed shall be the basis of this contract and be considered as incorporated herein.

And whereas the Insured has paid to or agreed to pay the Corporation the first premium specified in the schedule for such insurance as hereinafter mentioned of the property described in the schedule in the sum or several sums specified therein.

Now there fore the Corporation agrees subject to the provisions, Exceptions and Conditions hereinafter contained or endorsed hereon that as from the date named as the commencing date of this insurance until four o'clock in the afternoon of the date named as expired date in the Schedule and during any subsequent period in respect of which there shall have been paid to accepted by the Corporation the sum required for the renewal of this Policy.

THE PROPERTY OR ANY PART THEREOF described and included in the schedule and whilst contained within the building occupied by the Insured for the business stated and described in the schedule (hereafter referred to as the premises) but excluding any verandah, yard outbuildings or other appurtenance and situated at the address mentioned in the schedule shall be lost or damaged by theft (or any attempt threat)excluding theft by or with connivance of any of the family, business staff or domestic servants of the Insured or any other persons lawfully on the premises) following upon house breaking (causing actual visible damage to the premises or part thereof) and connected therewith, or if there shall arise any damage to the premises, the property of the Insured or for which the Insured is legally responsible, which shall be due to any such theft as aforesaid or any attempt thereat.

Then the Corporation will make good to the Insured such loss to the extend of the intrinsic value of the property so lost or damage to the amount so sustained, but not during any one period of insurance in respect of each item an amount exceeding the sum expressed in the schedule to the Insured thereon and not exceeding the whole the total sum Insured by the Policy as stated in the Schedule. **Any Warranties** or conditions to which the property insured or any item thereof is or may at any time be made subject shall attach and continue to be in force during the whole currency of this Policy.

In Witness whereof the undersigned being duly authorized by the Directors of the Corporation has hereunto set his hand.

FOR: MANAGING DIRECTOR

EXCEPTIONS AND CONDITIONS

1. The Insured shall take all reasonable precautions for the safety of the property insured as if the same were not insured.
2. This Policy shall not extend to nor cover –
 - (a) Loss or damage arising while the premises are in the occupation of a sub-tenant or person other than the Insured unless with the consent of the Corporation obtained.
 - (b) Any accident, injury, loss, damage and/or liability, directly or indirectly, proximately or remotely, occasioned by contributed to by or traceable to or arising out of or in connection with earthquake, earth tremor, volcanic eruption, war, invasion, the act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, strike, riot, civil commotion, rebellion military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim under this Policy the Insured shall prove that the accident, loss, damage and 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 consequences thereof and in default of such proof the Corporation shall not be liable to make any payment in respect of such a claim.
 - (c) Loss or damage upon the occasion of or consequent upon fire or explosion within the premises in which the Insured's property is contained nor any loss or damage which can be insured against by a fire Insurance Policy or by a Plate Glass Insurance Policy.
 - (d) Loss of or damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, medals, coins. Stamps, stamp collections, plans, patterns, models, moulds, documents of title to property, business books, manuscripts, designs, contracts, or other documents, unless the same be specifically insured hereunder.
 - (e) Loss or damage suffered whilst the premises are left unoccupied for three consecutive days and nights.
 - (f) Loss or damage if the Insured shall cause or allow any change altering any of the fact stated in the Proposal or Declaration or the precautions taken for the protection of the property insured unless the Corporation shall agree by endorsement hereon to continue the Insurance in force.
3. Every notice or communication to be given or made under this Policy shall be lodged in writing with the Corporation at the branch from which the Policy was issued.
4. Nothing contained herein shall give any rights against the Corporation to any person other than the insured, and the Corporation will not be bound by any passing of the interest of the insured otherwise than by death, unless and until the Corporation shall be endorsement hereon declare the Insurance to be continued.
5. (a) The Corporation shall not be bound to send any notice of the renewal premium becoming due not to renew this Policy.
(b) The Corporation shall, at any time by giving seven days notice in writing to the Insured by registered letter or by delivery to his address as last known to the Corporation, be at liberty to determine or cancel the Policy as from seven days after the date of such written notice, provided that the Corporation shall in that

event or demand return to the Insured a proportionate part of the Premium corresponding to the unexpired term of the Policy.

6. No alteration nor change in this Policy and no variation in the terms or conditions of this Policy will be held valid unless the same has been signed or initialed by an authorized official of the Corporation.

7. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy.

(a) The Insured shall give immediate written notice thereof to the Police and to the Corporation stating the circumstances of the case and take all practicable steps to discover the guilty person or persons and to recover the property lost.

(b) The insured shall deliver to the Corporation within seven days or within such further time as the Corporation may in writing allow a detailed statement in writing of the loss or damage with an estimate of the intrinsic value of each article lost and the amount of the damage sustained.

(c) The Insured shall permit any authorized representative of the Corporation to examine the premises, and shall furnish all such information, explanations, vouchers, proofs of ownership and of loss and such other evidence as may be reasonably required to substantiate the claim and shall if required make or cause to be made sworn declarations of the truth of the claim or of any of the matters aforesaid. The Insured shall take all practicable steps to discover and punish the guilty person or persons and to trace and recover the property lost. The Corporation may at any time, at its own expense and without prejudice to any question between the Corporation and the Insured take such steps as it may help for the recovery of any of the property lost or stated to be lost and for this purpose may use the name of the Insured, who shall as and when required give all necessary information and assistance to the Corporation. Failing due diligence with the terms of this condition no claim shall lie or be recoverable under this Policy.

8. The Corporation may reinstate, replace or repair the property or premises, lost or damaged, as the case may be instead of paying the amount of the loss or damage, and may join with any Insurers in so doing, in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Corporation.

9. If at the time of the happening of any loss or damage covered by this Policy, there shall be subsisting any other Insurance covering such loss or damage or any part of it, whether effected by the Insured or not, then the Corporation shall not be liable to pay or contribute more than its rateable proportion of any loss or damage, and if there shall at the aforesaid time be any other subsisting Insurance on any other property which shall be subject to any Condition Average, the Insurance of such property under this Policy shall be subject to such conditions of Average in like manner.

10. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, or, if the claim be made and rejected, and an action or suit be not commenced within three months after such rejection, or in case of an arbitration taking place in pursuance of the Thirteenth condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

11. In no case whatever shall the Corporation be liable for any loss or damage after the expiration of six months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

12. All sums which may upon time to time be paid by way of compensation to the Insured this Policy in any one year of Insurance shall be accounted in diminution of the sum insured, so that in case of subsequent loss or damage during the same year the total amount payable by the Corporation shall not in any case exceed the sum insured.

13. 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 can not agree upon a single Arbitrator, to the decision of two Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party, in case either party shall refuse or fail to appoint an Arbitrator 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 between the Arbitrators the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings, 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 Arbitrator or Umpire an other shall in each case be appointed in his stead by the party of 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. And 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 Arbitrator, Arbitrators, or Umpire of the amount of the loss or damage if disputed shall be first obtained.

14. If the Property hereby insured shall at the time happening of any loss or damage hereby covered be collectively of greater value than the sum Insured hereon, then the Insured shall be considered a being his own insurer or the difference, and shall bear a rateable proportion of the loss accordingly, Every item if more than one of the Policy shall be separately subject to this condition.

WARRANTED NOT INSURED WITH NOR DECLINED BY ANY OTHER COMPANY

WARRANTED THAT the Insured keeps, and during the whole of the currency of the Policy shall keep, a complete set of Books, Accounts and stock sheets or stock Books showing a true and accurate record of the business transactions and stock-in- hand, and that such books, accounts and stock sheets or Stock Books shall be locked in a fireproof safe or removed to another building at night, and all times when the premises are not actually open for business.

This warranty applies separately to each and every business or branch business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this warranty. It is further warranted that said safe shall not contain explosives or other hazardous commodities.

WARRANTIES

(i) Nuclear weapon exclusion clause

It is hereby declared and agreed that the Corporation shall not stand

- (1) Any liability of whatsoever nature directly or indirectly caused by or contributed to by arising from ionizing radiations or contamination by radioactivity from any Nuclear for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (2) Any accident loss or liability directly caused by contributed to by arising from Nuclear Weapon material.

(ii) Watchmen warranty

“Warranted that the premises containing the goods insured the within mentioned policy is guarded by a watchman, (solely employed by the insured) between 6 p.m. and 6 a.m. on all day”

(iii) Safe and book clause

Warranted that the Insured keeps and during the whole of the currency of this policy shall keep a complete set of Books, Accounts and Stock sheets or Stock Books showing a true and accurate record of all business transactions, and stock in hand, and that such Books, to Accounts and Stock sheets or Stock Books shall be locked in a fireproof safe or removed to another building at night, and all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business.

Transfer of goods from one premise to another shall be business transactions within the meaning of this Warranty. It is further warranty that said safe shall not contain explosive or other hazardous commodities.

(iv) 20% Excess clause

In the event of claim becoming payable under this policy the insured hereby undertake to bear the first **10%** of each and every claim minimum **T.shs. 500,000/=**.