

MOTOR VEHICLE INSURANCE POLICY (MKATABA WA BIMA WA CHOMBO CHA KUSAFIRIA)

****Chombo cha Kusafirisha Abiria au Mizigo: Gari, Pikipiki, Bajaji, Guta, Basi, Lori, Trela, Trekta, Greda, Vyombo vya moto vya Ujenzi, Fokulift, Kreni. Neno Gari itamaanisha vyombo vya moto vilivyotajwa.**

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 Company for the insurance hereinafter contained and has completely paid or agreed to fully pay the Premium as consideration for such insurance. The insured also understands failure to pay premium will cause this insurance to be invalid. *(HUU ni mkataba wa bima unaotolewa na kampuni baada ya mwenye bima kuomba, kutoa tamko na kuthibitika kulipia au kukubali kulipia bei kamili ya bima ya gari. Mwenye bima pia anaelewa kushindwa kulipia bei husika itasababisha bima kuwa batili).*

NOW THIS POLICY WITNESSETH (KWA SASA INASHUHUDIWA NA KUTHIBITISHWA):

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). *(Ya kwamba vigezo na masharti pamoja na nyongeza au mabadiliko yoyote kwenye mkataba huu ndio yatakuwa muongozo rasmi ya yatakayojiri ndani ya muda halali wa bima husika)*

SECTION I – INSURANCE ON THE MOTOR VEHICLE LOSS OR DAMAGE

SEHEMU YA I – BIMA KUBWA (Bima kwa ajili ya hasara, wizi au kuharibika kwa gari lenyewe)

1 Subject to annual premium payment the Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon *(ikiwa bima ya mwaka mzima imelipwa, mwenye bima atafidiwa na kampuni kwa ajili ya hasara, upotevu au kuharibika kwa gari, vifaa na vipuri vyake pekee iwapo ikitokea*

- a) By motor vehicle accident through *(imepata ajali kwa)*
 - i) collision &/or overturning or *(kugongana pamoja na/au kupinduka);*
 - ii) collision &/or overturning consequent upon mechanical breakdown or *(kugongana pamoja na/au kupinduka kutokana na sababu mbovu za kiufundi au kimfumo);*
 - iii) collision &/or overturning consequent upon wear and tear of its parts *(kugongana pamoja na/au kupinduka kutokana na sababu za uchakavu wa vipuri vyake);*
- b) by fire, external explosion, self-ignition or lightning or burglary housebreaking or theft *(imeungua na moto, moto wa kulipuka utokanao na sababu tofauti na gari lenyewe, moto wa radi, wizi wa kuvunja au wizi wa jumla)*
- c) by malicious act *(kwa vitendo vya hujuma na hila)*
- d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator *(ikiwa inasafirishwa kwa kubebwa, kupakizwa, au kushushwa kwa kutumia chombo cha usafiri wa barabarani, reli, maji(mto), au kubebwa na gari maalum la kubebea magari)*

2. At its own option the Company 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 Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company'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 value stated in the Schedule. Where fitting of the parts lost or damaged requires new spare parts, then it is the insured's responsibility to pay for the value difference between manufacturer's new parts cost repairs and that at the time of loss or damage known as **Betterment**. A Motor vehicle under 2 years since its date of manufacture is excluded. *(Fedha taslimu zaweza kulipwa kwa hiari na kampuni kwa kuzingatia gharama stahiki zitakazohitajika kufidia kwa ajali ya wizi, au uharibifu, au matengenezo au kubadilisha gari lote, vifaa au vipuri vyake. Kampuni itawajibika kufidia gharama halisi za vipuri villivyoibiwa au vilivyoharibika au matengenezo yake kiujumla au thamani halisi ya soko la gari wakati tukio la wizi au ajali ya gari bila kuzidi thamani iliyotajwa na mwenye bima kwenye maelezo viambatanishi ya bima kwenye mkataba huu au hati yake kinga ya bima katika kipindi husika. **Betterment au Kunufaika** ni pale mwenye bima atakapopaswa kulipia ongezeko la thamani ya ubora iwapo vipuri vitakavyowekwa lazima kuwa vipya na bora zaidi kuliko vilivyokuwepo kabla ya ajali au wizi. Hii itahusika kwa gari iliyo zaidi ya miaka miwili (2) tangu kuundwa kwake.)*

PROTECTION AND REMOVAL OF MOTOR VEHICLE (USALAMA NA KUVUTWA KWA GARI)

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of transportation to the nearest registered repairers and of delivery within the country where the loss or damage was sustained. The Company shall bear protection costs of the vehicle at a garage for a maximum period of 2 months. *(Iwapo kwa sababu za kiufundi gari haliwezi kuendeshwa kutokana na ajali au wizi, kampuni itamfidia mwenye bima gharama za kuvuta gari kwenda gereji iliyosajiliwa kiasi kisichozidi kikomo cha fidia kilichoainishwa kwenye mwongozo wa bima kwenye mkataba huu. Kampuni itawajibika kwa gharama za utunzaji wa gari hilo hapo gereji kwa muda usiozidi miezi 2)*

AUTHORITY TO REPAIR (IDHINI YA MATENGENEZO)

4. The Insurer may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that *(Ikitokea kampuni inawajibika kulipia matengenezo ya gari basi kampuni yaweza kuidhinisha rasmi agizo la matengenezo hayo iwapo:*
- (a) the estimated cost of such repair does not exceed the Authorised Repair Limit (gharama hizo hazitozidi kikomo cha makubaliano ya mtathmini wa uharibifu au wizi wa vipuri)*
 - (b) a detailed estimate of the cost is forwarded to the Company without delay. (Ankara ya matengenezo imewasilishwa mapema kwa Kampuni)*
 - (c) compulsory Police documents (PF 90, PF 115, Vehicle Inspection Report, Accident Sketch Map) are attached. (Taarifa ya ripoti halali na za ulazima kutoka Polisi zimeambatanishwa na kuwasilishwa. Zenyewe zikiwa PF 90, PF 115, Ripoti kuhusu Ukaguzi wa gari na mchoro wa ajali)*
 - (d) copy of valid driver's driving licence is attached (Nakala ya leseni ya kuendesha gari ya dereva aliyehusika na ajali)*
 - (e) Dully filled and signed claim form (Fomu ya madai iliyojazwa na kusainiwa)*

EXCEPTIONS TO SECTION I (SEHEMU YA I- KUTOWAJIBIKA KWA KAMPUNI KWA WIZI AU UHARIBIFU WA GARI)

The Company shall not be liable to pay for *(Kampuni haitowajibika kufidia):-*

- (i) consequential loss, depreciation, wear and tear mechanical or electrical breakdowns failures or breakages *(hasara zinazotokana na uchakavu wa vipuri, utumiaji wa mara kwa mara, ubovu au gari kutoweza kuendeshwa kwa ajili ya matatizo ya kiufundi au ya mifumo ya umeme)*
- (ii) Specific damage or repairable cost overlooked from prior estimate repair invoice. *(usahaulifu wa kutathmini, kukagua kipengele au sehemu ya matengenezo katika Ankara ya matengenezo ya awali)*
- (iii) damage to tyres only unless other Motor Vehicle parts have also simultaneously been damaged *(kuharibika kwa matairi pekee kasoro yakiwa yameathirika kwa wakati mmoja na gari zima)*

SECTION II - LIABILITY TO THIRD PARTIES (SEHEMU YA II – KUWAJIBIKA KWA KAMPUNI KWA MADAI YA WAATHIRIKA WENGINE)

INDEMNITY TO THE INSURED (KINGA KWA MWENYE BIMA)

1. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify the insured in the event of an accident caused by or arising out of the use 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 *(Iwapo kuna madai ya waathirika wengine yatakayosababishwa na mwenye bima kutumia gari au yeye kusababisha ajali ya gari, kampuni itawajibika kufidia madai hayo kwa kiasi kisichozidi kikomo cha fidia husika kilichoainishwa na mwongozo wa bima au na mahakama ya Jamhuri wa Muungano wa Tanzania kwa mazingira yafuatayo) :-*
 - (a) Death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured and excluding liability to any person being a member of the Insured's household who is a passenger in the Motor Vehicle unless such person is being carried by reason of or in pursuance of a contract of employment. *(Kifo au jeraha kwa mtu yeyote kasoro asiwe ameajiriwa na mwenye bima, au ni ndugu na mwenye bima.)*
 - (b) Damage to property other than 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. *(Uharibifu wa mali kasoro zisiwe za mwenye bima au zilizo chini ya uangalizi wa mwenye bima au ndugu na mwenye bima.)*

INDEMNITY TO OTHER PERSONS (KINGA KWA DEREVA ALIYEIDHINISHWA NA MWENYE BIMA)

2. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver or 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 *(Iwapo kuna madai ya waathirika wengine yatakayosababishwa na dereva aliyeidhinishwa rasmi na mwenye bima kutumia gari lake au yeye kama dereva kusababisha ajali ya gari, kampuni itawajibika kufidia madai hayo kwa kiasi*

kisichozidi kikomo cha fidia husika kilichoainishwa na mwongozo wa bima au na mahakama ya Jamhuri wa Muungano wa Tanzania kwa mazingira yafuatayo) :-

- (a) Death of or bodily injury to any person (*Kifo au jeraha kwa mtu yeyote*)
- (b) Damage to property (*Uharibifu wa mali*)

Provided that such Authorised Driver (*kasoro huyo dereva aliyeidhinishwa rasmi:-*

- (i) Shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can *apply (atatii na kutimiza vipengele vya mkataba huu kama ilivyo kwa mwenye bima)*
- (ii) Is not entitled to indemnity under any other policy (*hatofidiwa na bima ya aina yoyote ile tofauti na hii*).

INDEMNITY TO LEGAL REPRESENTATIVE (KINGA KWA MWANASHERIA AU MWAKILISHI ALIYEIDHINISWHA)

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal 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 be subject to the Terms of this Policy insofar as they can apply. (*Iwapo kuna madai ya waathirika wengine yatakayosababishwa na marehemu mwenye kinga na hii bima, basi kampuni itamkinga mwakilishi aliyeidhinishwa rasmi kumuwakilisha marehemu huyo, kwa kufidia madai hayo kiasi kisichozidi kikomo cha fidia kwa mujibu wa vipengele wa mwongozo wa hii bima ili mradi mwakilishi huyo atatii na kutimiza vipengele hivyo kama yeye ndiye mwenye bima*)

EXPENSES (GHARAMA ZA FIDIA)

- 4 The Company will pay all costs and expenses incurred with its written consent. (*Kampuni itathibitisha kimaandishi kulipia gharama zote zilizoлезwa kama madai baada ya kuafiki na kujiridhisha na mchanganuo wa gharama hizo.*)

APPLICATION OF LIMITS OF LIABILITY (MATUMIZI AU TAFSIRI YA KIKOMO CHA FIDIA)

5. In the event of an 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. (*Iwapo kwenye ajali kumekuwa na madai ya zaidi ya mtu mmoja, basi madai ya wahusika hao yatajumuishwa na kufidiwa na kampuni kwa kiasi kisichozidi kikomo cha fidia kinachohusiana na madai ya kiujumla yaliyotakana na ajali moja.*)

REPRESENTATION AND DEFENCE (UWAKILISHI NA UTETEZI)

6. The Company may at its own option (*Kampuni kwa hiari yake*)
- (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 (*itaandaa au kuteua mwakilishi kwa ajili ya uchunguzi wa kina unahusika na madai ya fidia ya kifo yatakayohusika na bima hii.*)
 - (b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event, which may be the subject of indemnity under this Section. (*itaamua kujitetea kwenye mahakama yoyote dhidi madai ya fidia yanayoshukiwa kusababisha au kuhusiana na tukio lolote linalodhaniwa kutakiwa kufidiwa na bima hii.*)

JURISDICTION CLAUSE (MAHAKAMA)

This insurance shall be governed and construed according to the laws of the United Republic of Tanzania, and only the Tanzanian courts shall have jurisdiction regarding any dispute arising thereafter or the interpretation thereof. *(Bima hii itaongozwa na kutafsiriwa kwa mujibu wa sheria za Jamhuri ya Muungano wa Tanzania na ni mahakama pekee za Tanzania zitakuwa na mamlaka juu ya kesi yoyote itakayohusiana na bima hii).*

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY (UKWEPAJI WA KUTOWAJIBIKA MWENYE BIMA KWA BAADHI YA VIPENGELE NA HAKI YA KAMPUNI KUREJESHEWA PESA)

If the Company is obliged by the law of any country within the Geographical Area to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company. *(Mwenye bima atapaswa kuifidia kampuni gharama za fidia iliyolipa iwapo kampuni itakuwa imelazimika kwa mujibu wa sheria ya nchi husika kufidia madai ya fidia hayo pasipo kuwa ni jukumu lake kama mwongozo wa bima hii inavyoeleza.)*

SECTION III -MEDICAL EXPENSES ((SEHEMU YA III – KUWAJIBIKA KWA KAMPUNI KWA GHARAMA ZA MATIBABU)

The Company will subject to the Limits of Liability pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his authorised driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle. *(Mwenye bima, dereva aliyeidhinishwa na mwenye bima au mtu mwingine aliye ndani ya gari watafidwa gharama za matibabu kulingana na kikomo cha fidia kilichoinishwa kwenye mwongozo huu iwapo kutokana na ajali ya gari watakuwa wamepata majeraha makubwa, yanayoonekana na yanayoleta maumivu makali mwilini.)*

GENERAL EXCEPTIONS (KUTOWAJIBIKA KWA KAMPUNI KUMFIDIA MWENYE BIMA)

The Company shall not be liable in respect of *(Kampuni haitowajibika kufidia :-*

1. Any accidental loss damage or liability caused sustained or incurred *(uharibifu, hasara au madai yoyote yatakayotokea*

- (a) outside the Geographical Area *(nje ya nchi au maeneo yaliyotajwa kwenye mwongozo)*
- (b) whilst the Motor Vehicle in respect of which indemnity is provided by this Policy is *(wakati gari pasipo kujali aina ya bima ya gari iwapo:*
 - (i) Being used otherwise than in accordance with the Limitations as to Use *(imetumiwa kwa sababu tofauti na ile iliyoainishwa na mwenye bima.*
 - (ii) Being driven by or is for the purpose of being driven by him in charge of any person other than an Authorised Driver *(imeendeshwa na dereva asiyeruhusiwa au kuidhinishwa na mwenye bima,)*
 - (iii) Being driven by a driver who does not possess a valid driving licence and/or a licence that officially approves him/her to drive mentioned motor as per driving licence motor vehicle category. *(Imeendeshwa na dereva ambaye hana leseni halali ya udereva na / au hana leseni inayoidhinisha rasmi yeye kuendesha aina ya muundo wa chombo cha moto husika kama ilivyoorodheshwa kwenye leseni ya udereva.)*
 - (iv) Being used for aircraft or airport service (airside) within Municipal Airports. For the purpose of this exclusion "Airside" shall mean runways, taxiways and all areas where

the public do not have access. (*imetumiwa kama gari maalum kuhudumia mahitaji ya ndege (abiria/mizigo) au viwanja vya ndege vya Manispaa. Hii itahusisha barabara zote zinazotumika na ndege ya abiria au mizigo iwe kutua, kupaa, kuingia, kutoka na kuegesha kwenye kiwanja cha ndege ambapo kawaida jamii huwa hairuhusiwi kutumia.*)

2. Any accident loss damage or liability (except as far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with (*uharibifu, hasara au madai yoyote yatakayotokea kutokana na sababu dhahiri au viashiria au dalili zinazofanana kwa namna moja au nyingine na*) :-

- (a) War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power (*Uvamizi wa kivita kutoka nchi ya au za kigeni au dalili zinazofanana na mienendo ya kivita (haijalishi kuwa imetangazwa rasmi au la), vita vya wenyewe kwa wenyewe, uasi au mgawanyiko ndani ya Jeshi, maasi ya kivita, mapinduzi ya kisiasa, uchochezi wa kuasi dhidi ya Serikali tawala, uporaji wa madaraka na majeshi pamoja na au wanasiasa.*)
- (b) strike, riot, civil commotion (*migomo, fujo, ghasia au vurugu za kijamii*)
- (c) detention seizure confiscation or any attempt thereat (*Zuio au kizuizi, unyang'anyaji, upokonyaji wa mali kwa kutumia nguvu au sheria au zoezi linalofanana na majaribio kama hayo*)
- (d) flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsions of Nature or by any direct or indirect consequences of any of the said occurrences 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 Company shall not be liable to make any payment in respect of such a claim (*Mafuriko, tufani, kimbunga, mlipuko wa volkeno, tetemeko la ardhi au matukio mengine yanayohusiana na uhalisia wa dhoruba kali ya hali ya hewa*)
- (e) transporting illegal goods &/or peoples or any other nature regarded by law as illegal transportation. (*kusafirisha bidhaa haramu na / au watu au asili nyingine yoyote inayozingatiwa na sheria kama usafirishaji haramu*)

3. Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement. (*Madai yoyote yatakayohusishwa na mkataba huu lakini kutokana na kukosekana kwa vipengele au masharti yanayotoa mwongozo na madai ya aina hayo.*)

4. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss (upotevu ajali au uharibifu wa mali yoyote wowote au hasara yoyote au gharama wowote na kusababisha au kutokana humo au hasara yoyote madhara/ (*Ajali uharibifu au hasara kwenye mali yoyote , au gharama itakayotumika kutokana sababu zitakazosababishwa na madhara yanayotakiwa kuwa na kinga husika ya bima ya "Consequential Loss"*);

(b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation 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 fission. (*Madai yoyote yatokayosababishwa kwa uhakika au kwa namna moja au nyingine na dalili au viashiria vya mnururisho au mionzi mikali itokanayo na matumizi ya mafuta ya nyuklia, mgandamizo wa mlipuko wa mafuta ya nyuklia. Kwa ajili ya kurahisisha dalili zozote zitokanazo na matumizi ya nyuklia.*)

5. Any accidental loss, damage, liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material. *(Ajali, hasara, uharibifu au madai yoyote yaliyo dhahiri na viashiria yatokanayo au kusababishwa na vipuri au vifaa vinavyotumika kwenye silaha za nyuklia.)*

CONDITIONS (MASHARTI YA KUZINGATIA, KUTEKELEZWA NA KUTII NA MWENYE BIMA)

1. INTERPRETATION (UELEWA AU TAFSIRI).

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. *(Vigezo, masharti yaliyomo pamoja na mwongozo uliopo yote yatajumuishwa kuwa ni sehemu moja ya mkataba huu wa bima. Neno au maana yoyote kwenye nyaraka hizo husika zitatafsiriwa au kueleweka kama ilivyokusudiwa.)*

2. WRITTEN NOTICE (MAWASILIANO AU TAARIFA)

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. This will be by email and/or official letter. *(Mawasiliano au taarifa yoyote itakayohusiana na mkataba huu wa bima ni lazima yawasilishwe kwenye kampuni kwa maandishi. Barua pepe na/au barua ya maandishi ndio taratibu zinazokubalika.)*

3. CARE OF MOTOR VEHICLE (UANGALIFU NA USIMAMIZI WA GARI)

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in an efficient condition and the Company 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. *(Mwenye Bima anawajibika muda wote kusimamia taratibu zote za kulinda usalama au kuepusha hasara au uharibifu wa gari lake na pia kuhakikisha inatunzwa katika ubora unaopaswa. Mwenye Bima anapaswa muda wowote ule kuzingatia na kuipatia Kampuni ya Bima nafasi ya kuikagua au kuichunguza gari lake na/au dereva wake pale itakapobidi kufanya hivyo. Iwapo ya ajali, uharibifu au hasara yoyote itakayohusisha gari, mwenye bima anawajibika na hivyo kupaswa kuhakikisha muda wowote baada ya kutokea kwa uharibifu huo kwamba gari inatunzwa sehemu salama ili kuepusha hasara au uharibifu zaidi ya ule wa awali. Ieleweke ya kwamba mwenye bima hatofidiwa uharibifu au hasara ya ziada itakayotokea mbali na ule wa mwanzo.)*

4. NOTIFICATION OF ACCIDENTS (TAARIFA ZA AJALI)

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall within 24 hours (1 day) give notice by email, written letter or phone thereof to the Company with full particulars after the unfortunate event. Every claim letter written summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry 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 immediate notice to the Police and co-operate with the company in securing the conviction of the offender. *(Taarifa kamili ya ajali, uharibifu au wizi kuhusiana na gari husika lazima iwasilishwe kwa barua pepe, kimaandishi au kwa simu ndani ya masaa 24 (siku 1) baada ya*

tarehe ya tukio hilo. Punde madai ya aina yoyote yakiletwa kwa mwenye bima kuhusiana na ajali, hasara, kifo au jeraha basi papohapo ni wajibu wake kupaswa kuitaaruifu na kuwasilisha madai hayo kwenye kampuni ya bima. Iwapo kuna tukio la wizi au makosa mengine ya kiuhalifu mwenye bima anapaswa kutoa taarifa haraka ipasavyo kwa Jeshi la Polisi na pia kushirikiana na kampuni ya bima pale atakavyotegemewa au kuombwa kufanya hivyo.)

5. CONFESSION OF LIABILITY (KUKUBALI KUWAJIBIKA KWA KOSA)

No confession and therefore offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company 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 proceedings and in the settlement of any claim and the Insured shall give full such information and assistance as the Company may require. *(Ni marufuku wakati wowote ule kwa mwenye bima au mwakilishi wake kukubali kosa na hivyo pia kuwajibika kutoa mapendekezo, ahadi au kulipa fidia kwa madai yeyote yale bila ridhaa na idhini rasmi ya kimaandishi kutoka kwenye Kampuni ya Bima. Mwenye bima anapaswa muda wote kuwa na tahadhari na hivyo kujiepusha kukubali rasmi kuwajibika kwa kosa lolote pasipo kufuata taratibu za kuijulisha kikamilifu kampuni ya Bima kuhusu madai hayo. Madai yoyote dhidi ya mwenye bima ni haki ya Kampuni ya Bima kuyapokea kwanza na hivyo kuyafanyia tathmini na kuyatolea maamuzi ya kukubali au kutokubali kuyafidia kwa niaba ya mwenye bima.)*

6. PAYMENT OF LIMITS OF LIABILITY (FIDIA)

At any time after the happening of any event giving rise to a claim or series of claims under Section II-1(b) , Section II-2(b) or on the covernote of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II-1(b) and Section II-2(b) and relinquish the conduct of any defence settlement or proceedings and the Company 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 Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or such person or by any claimant or other person after the Company shall have relinquished such conduct. *(Iwapo kuna tukio la madai au mfululizo wa madai kwenye vipengele Sehemu ya II-1(b), Sehemu ya II-2(b) au hati ya kinga ya bima(covernote), basi katika muda wowote ule, Kampuni itakapomlipa rasmi mwenye bima au mhusika yeyote fidia isiyo zaidi ya vikomo vya fidia vilivyoainishwa Sehemu ya II-1(b), Sehemu ya II-2(b) au kwenye hati ya kinga ya bima (covenote), baada ya kufidia hizo gharama Kampuni haitowajibika kwa lolote lile au madai yoyote ya ziada yanayohusiana na matukio hayo husika hata kama mwenye bima atawajibika kufidia gharama za ziada kwa yeyote anayemdai.)*

7. CANCELLATION (KUSITISHA BIMA)

The Company may cancel this Policy by sending seven days' notice by written letter; e-mail, SMS or by whatsapp to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata 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 days' notice and (provided no claim has arisen during the current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the company's Short Period rates for the period the Policy has been in force subject to the Insured surrendering insurance sticker, covernote, policy and receipt of premium. *(Kampuni ya inaweza kusitisha mkataba wa bima kwa kutoa taarifa rasmi kwa pande husika kwa kutumia baruapepe, SMS, whatsapp na*

au barua ya maandishi ya kumfahamisha mwenye bima au kampuni ya bima kuhusu nia hiyo. Taarifa au notisi ya siku ya kusitisha bima huwa inakuwa ni siku saba (7) tangu tarehe ya kuandika taarifa au notisi hiyo. Kutokana na kusitishwa kwa mkataba wa bima au bima yenyewe, kampuni italazimika kumrejeshea mwenye bima pesa stahiki anazopaswa kurudishiwa mwenye bima kulingana na muda ambao bima hiyo haijatumika tangu tarehe ya kusitisha bima hiyo hadi tarehe ya kuisha bima hiyo. Marejesho ya pesa hizo kwa mwenye bima yatawezekana, iwapo itathibitika ya kwamba kabla ya tarehe ya kusitisha bima hiyo mwenye bima hakuwahi kudai fidia na/au kudaiwa kulipa fidia ya uharibifu au hasara na mtu yeyote yule tangu tarehe ya kuanza na hadi ya kusitisha bima husika. Ili mwenye bima arejeshewe pesa stahiki ni lazima kwanza arudishe kibandiko cha bima, hati ya bima, mkataba wa bima, na stakabadhi ya malipo ya bima.)

8. OTHER INSURANCE (BIMA YA ZIADA)

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company 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 Company any liability from which but for this condition it would have been relieved under proviso (ii) of section 11 - 2 of this Policy. *(Iwapo ikitokea kwamba mwenye bima ana bima au mkataba wa bima na kampuni nyingine unaofanana na wa kwetu kwenye kumkinga dhidi ya uharibifu, hasara la gari lake au madai kutoka kwa mtu yeyote yule, basi kampuni au mkataba huu wa bima hutowajibika kumfidia mwenye bima kwa hasara au madai hayo. Hii haitofautiani na maelezo ya awali yaliyoelezwa Sehemu ya II-2(ii))*

9. ARBITRATION (USULUHISHI)

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 to do so 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 Company. If the Company 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 purpose`s be deemed to have been abandoned and shall not thereafter be recoverable hereunder. *(Iwapo kuna tofauti au mabishano yoyote yatakayotokana au kuhusiana na mkataba huu wa bima basi mwenye bima na kampuni ya bima zitaamua na kukubaliana rasmi kimaandishi pendekezo lao la kumchagua mpatanishi wa kusuluhisha tofauti zitakazotokea. Kama pande zote mbili hazitofikia muafaka wa kuchagua msuluhishi mmoja, basi ndani ya mwezi mmoja baada ya kutoridhika na usuluhishi wa kusikilizwa na msuluhishi mmoja, kila pande itapaswa kumteua rasmi kwa maandishi mpatanishi itakayeridhika naye kumwakilisha. Pia iwapo au punde wapatanishi wa pande zote mbili watathibitisha kutoridhika na mwamuzi wa mwanzo, basi wahusika watapewa muda usiozidi mwezi mmoja kuwa wameshamchagua mwamuzi mwingine wa kusikiliza tofauti za hoja za wapatanishi wa mwenye bima na kampuni ya bima. Mwamuzi ndiye atayekaa na kuwa mwenyekiti wa kuratibu mkutano wowote baina ya wapatanishi hao wawili. Tuzo au maamuzi yoyote yatakayoamuliwa na mwamuzi yatazingatia haki na ukweli wa mchanganuo wa hoja za pande zote mbili. Iwapo ikitokea kampuni ya bima imekataa rasmi kulipa fidia kwa mwenye bima au madai yoyote dhidi yake, basi mwenye bima kama hajaridhika na maamuzi hayo anapaswa ndani ya muda usiozidi miezi 12 tangu tarehe ya kampuni*

ya bima kufahamisha kukataa kufidia madai hayo awe ameshawakilisha hoja ya kupata usuluhisho. Ikizidi zaidi ya miezi 12 usuluhisho hutokuwepo itaeleweka ya kwamba fidia haitowezezana kulipwa.)

10. INSURED'S DUTY (MAJUKUMU YA MWENYE BIMA)

The due observance and fulfilment 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 or during insurance coverage shall be conditions precedent to any liability of the Company to make any payment under this Policy. *(Muda wote inatarajiwa mwenye bima kutii na kutekeleza vigezo na masharti yaliyomo kwenye bima au mkataba huu. Pia ni jukumu la mwenye bima muda wote kuijuza na kupaswa kuwasilisha kwenye kampuni ya bima taarifa zilizo sahihi na za ukweli kuhusiana na gari lake kabla ya kupata bima na wakati wa uhai wa bima husika. Ukweli, usahihi wa taarifa hizo pamoja na uwajibikaji wa utekelezaji wa vigezo na masharti husika wa mkataba huu ni moja ya sababu kubwa zinazothaminiwa na kuchunguzwa na kampuni ya bima kabla ya kufanya maamuzi ya kulipia fidia ya aina yoyote ile.)*

11. PRIVACY/PRIVATE INFORMATION (USIRI/TAARIFA BINAFSI)

Where necessary the company may need to collect insured's private information for the primary purpose of providing him or her with suitable insurance products, services, administering the policy, processing and assessing claims, undertaking research analysis and design new insurance products. If the insured does not provide the relevant information, the company may not be able to process the application of a proposal or assess a claim. By providing the information, the insured does consent to the company that whenever necessary the company may disclose the information to other insurers, intermediaries, reinsurers, insurance or credit reference bureaus, company advisers, external claims data collectors and verifiers, banks, government, law enforcement, dispute resolution, statutory or regulatory authorities or as when required by law. *(Pale inapohitajika kampuni yaweza kuhitaji kukusanya au kutumia taarifa binafsi za mwenye bima kwa lengo kuu la kuboresha ubora wa huduma za bima, usimamizi na utekelezaji wa taratibu za bima, kushughulikia na kutathmini madai, kufanya utafiti yakinifu na kubuni huduma mpya za bima. Kampuni yaweza kushindwa kutoa huduma ya bima au kushughulikia madai iwapo mwenye bima hatowasilisha taarifa zinazostahili na zilizo sahihi kwa kampuni. Kwa kuwasilisha taarifa itatambulika mwenye bima ameridhia kwa kampuni pale inapobidi kutoa taarifa hizo kwa kampuni zingine za bima, madalali au mawakala wa bima, kampuni za bima mtawanyo, mfumo wa ushirikishwaji wa taarifa za mikopo na za bima, washauri wa kampuni, wachunguzi na watathmini wa madai ya bima, benki, serikali, vyombo vya dola, usuluhishi, taasisi za serikali za uratibu na usimamizi au pale inapohitajika kisheria)*

IMPORTANT (MUHIMU)

You are asked to note that *(Unatarajiwa kuzingatia yafuatayo):*

- (a) In the event of an accident, in no circumstances is liability to be admitted in any way whatsoever to any third-Party Claimant or Witness or to anyone acting on behalf of a possible claimant. Instead, full details including official names, addresses, phone & email contacts of all witnesses should be obtained and sent at once to the Company. Moreover, equally necessary is the third party's bodily injury, death, damaged car &/or property details attached with their corresponding insurance details if any must be promptly surrendered to the Company. *(Wakati wa ajali katika mazingira yoyote yale usikubali kosa au uwajibikaji wa kosa kwa anayekudai, shahidi au mtu yeyote yule anayedhaniwa kumwakilisha mlalamikaji anayekudai. Badala yake lazima uchukue taarifa kamili za hao*

walalamikaji na kuziwasilisha haraka iwezekanavyo kwenye kampuni ya bima. Taarifa kamili itamaanisha ni majina yao rasmi, anuani, namba zao za simu, barua pepe, taarifa ya gari na au mali iliyopata uharibifu, taarifa ya majeraha au waliofariki, taarifa za bima zinazohusiana na hiyo gari au mali, majeruhi, marehemu na taarifa nyingine ya ziada itakayokuwa ya manufaa.)

- (b) If a vehicle is sold or the policy is to be cancelled the insurance certificate must be returned to the Company within seven days. A new buyer &/or new owner of a motor vehicle insured under this policy is not entitled to the policy benefits of the mentioned insured' name on this policy. It is only permissible for the buyer &/or new owner to be entitled to the benefits of this policy subject to the current mentioned insured's name on this policy, who now, as the seller &/or former owner of the motor vehicle insured under this policy does both (i) officially in writing and with attached evidence verify to the company the motor vehicle sale and its formal ownership transfer. (ii) officially in writing notify the insurer to cancel and therefore modify insurance policy cover to be under the official name of the buyer &/or new owner. It is only after the date of surrender of these necessary written notifications to the insurer will any claim occurring thereafter if approved under this policy will be paid to the buyer &/or new owner. *(Mnunuzi au mmiliki mpya wa gari hawezi kunufaika na bima ya mwenye bima ambaye kwa sasa ndiye anayetambulika rasmi na mkataba huu kuwa ndiye mmiliki wa gari hilo. Mnunuzi au mmiliki mpya wa gari tajwa lililo na kinga ya bima inayohusiana na mkataba huu ataweza kunufaika na bima hii, pale tu mwenye bima au mmiliki wa sasa wa gari hilo atakapofanya yafuatatayo (i) kuthibitisha rasmi kimaandishi pamoja na kuambatanisha vielelezo vya ushahidi kwa kampuni ya bima kuhusu mauzo hayo na mabadiliko rasmi ya umiliki wa gari husika. (ii) kuitaarifu na kuielekeza rasmi kampuni ya bima kwa maandishi kusitisha na kubadilisha bima na mkataba huu ili kuundekeza kwa jina la mnunuzi au mmiliki mpya. Madai ya fidia iwapo yatakubaliwa na mkataba huu, yatawezwa kulipwa kwa jina la mnunuzi au mmiliki mpya, iwapo itathibitishwa hasara hiyo au uharibifu huo ulitokea baada ya tarehe ya mwenye bima kuwasilisha kwa kampuni ya bima maelezo ya kimaandishi kuhusu mabadiliko ya umiliki wa gari husika.)*

UNOBTAINABLE PARTS (VIPURI ADIMU)

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 a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option under Section 1-2 to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to *(Inaeleweka na kukubalika ya kwamba iwapo ikitokea vipuri vya kutengenezea gari iliyopata ajali havitokuwa vinapatikana nchini au kuthibitishwa kuwa adimu basi kampuni ya bima inaweza kulipa pesa taslimu) :-*

- (a) (i) The price quoted in the latest catalogue or price list issued by the Manufacturers or his Agents for the country in which the Motor Vehicle is held for repair or *(kwa kulingana bei halisi ya soko au itakayokuwa imeorodheshwa na kampuni inayounda hiyo gari au kupitia kwa wakala wake)*
- (ii) If no such catalogue or price list exists the price last obtained 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 the amount of the relative import duty *(kulingana na bei halisi itakayotumika kupata hivyo vipuri kutokea nje ya nchi ikijumuisha pamoja na bei za kodi ya import duty na gharama za usafiri)*
- (b) The reasonable cost of fitting such parts *(bei inayokubalika au kueleweka kufitisha hivyo vipuri husika)*

Subject otherwise to the Terms of this Policy

NO CLAIM DISCOUNT (*PUNGUZO LA BEI*)

No claim discount is only applicable for motor vehicle value charged above minimum prevailing market premium rate in the previous year. In the event of no claim being made or arising under this Policy during a period of insurance specified, then immediately preceding the renewal of the Policy, the renewal premium for such part of the insurance as is renewed may be discounted at the Company's own discretion and preference. (*Punguzo la bei lipo tu kwa ajili ya gari lilitozwa bei iliyo kubwa zaidi ya bei ya kawaida katika muda au mwaka hai wa bima uliyoisha hivi karibuni. Iwapo hakutakuwa na madai ya fidia ndani ya mwaka mmoja wa uhai wa bima au mkataba huu basi punguzo la bei kwa mwaka unaofuata wa kuendeleza bima hiyo unaweza kuzingatiwa kulingana na maamuzi yatakayoridhiwa na kampuni ya bima.*)

M003

P.C. 2 (b)

(APPLICABLE FOR COMPREHENSIVE POLICY & THIRD-PARTY POLICY / INAMHUSU MWENYE BIMA KUBWA & NDOGO)

Use for social domestic and pleasure purposes and for the Insured's business.

The policy does not cover use for racing competitions, rallies or trials (or use for practice for any of them) or the carriages of passengers for hire or reward. The Policy does not also cover towing (unless if officially declared in writing for reward) of any one disabled mechanically propelled motor vehicle. (*Mkataba huu wa bima haukingi au kumfidia mwenye bima hasara yoyote itokanayo na gari kutumika kwenye mashindano au majaribio yoyote ya mbio za magari. Pia mkataba huu wa bima haufidii hasara au uharibifu wowote utokanayo na gari kutumika kuvuta gari nyingine bovu. Hiyo itawezekana iwapo tu mwenye bima atakapotambulisha kimaandishi kwa kampuni ya bima gari hiyo inatumika rasmi kwa biashara ya kuvuta magari mabovu.*)

M004

EXCLUSION OF DAMAGE/LIABILITY ON AIRPORT PREMISES (*KUTOFIDIA HASARA AU UHARIBIFU UTAKAOTOKEA NDANI YA ENEO LA KIWANJA CHA NDEGE*)

(APPLICABLE FOR COMPREHENSIVE POLICY & THIRD PARTY POLICY / INAMHUSU MWENYE BIMA KUBWA & NDOGO)

Your policy is subject to the following exclusion from renewal date (*Mkataba huu unasisitiza na kukubalika ya kwamba -*

"It is hereby comprehended and agreed that the Company shall not cover under Section I and II of this policy loss or damage and any liability incurred by the Insured arising from vehicles used on airport/airstrip premises where members of the public do not normally have access" / *"Kulingana na Sehemu I an II inaeleweka ya kwamba kampuni haitowajibika kwenye Sehemu I au II na madai ya fidia yatokanayo na hasara au uharibifu utakaotokea au kusababishwa na matumizi ya gari ndani ya eneo la kiwanja cha ndege ambayo kwa kawaida jamii kiujumla huzuiliwa kupita huko".*

M005

THIRD PARTY ONLY (*BIMA NDOGO*)

(APPLICABLE FOR THIRD PARTY POLICY / INAMHUSU MWENYE BIMA NDOGO)

It is hereby comprehended and agreed that the above Sections I, III and "No Claim Discount" are not applicable for third party insured under this policy. Therefore, these mentioned sections &/or parts of this policy will always be interpreted to be excluded and thereby cancelled from any use by a third party insured client. (*Inaeleweka na kukubalika ya kwamba*

mwenye bima ndogo anayekingwa na mkataba huu wa bima hastahili na hatofaidika na sehemu za I, III na la “punguzo le bei” ya mkataba huu wa bima. Kwa hiyo, vipengele au sehemu hizo husika za mkataba zitatafsiriwa muda wowote kuwa zimeondolewa na hivyo kuwa batili kwa matumizi yoyote na mteja mwenye bima ndogo)

Endorsement 3(d)

ABI Model Year 2000 Exclusion Clause (*Kipengele cha kutowajibika na miundo ya gari ya ABI mwaka 2000 na kuendelea*):

(APPLICABLE FOR COMPREHENSIVE POLICY & THIRD-PARTY POLICY/ INAMHUSU MWENYE BIMA KUBWA & NDOGO)

This policy does not cover damage or consequential loss, cost claim or expense, whether preventative or otherwise of whatsoever nature directly or indirectly caused by or consisting of or arising from the **failure, malfunction or inadequacy of any computer system or network, any computer hardware or software, data processing equipment, computerised component, media, microchip, embedded chip, integrated circuit or similar devices or other records** whether the property of the insured or not, and whether occurring before, during or after the year 2000 (*Mkataba huu wa bima hauhusiki au kuwajibika kutoa kinga ya bima kwa mteja au asiye mteja wetu wa bima kufidia uharibifu au hasara ya gari na bima utakaosababishwa au kuhusika kwa namna yoyote ile na kifaa, chombo au mifumo ya kisasa ya kielektroniki, kompyuta au hata pia umeme kuwa na upungufu wa kiwango cha ubora, ubovu, dosari, kasoro, na hivyo kiujumla kushindwa kufanya kazi ipasavyo).*

M007

AVERAGE CLAUSE (THAMANI HALISI YA BEI YA GARI)

(APPLICABLE ONLY FOR COMPREHENSIVE POLICY / INAMHUSU MWENYE BIMA KUBWA)

It is hereby declared and agreed that if at the time of a claim the insured vehicle has a market value higher than the sum insured, then the insurers shall bear only that proportion of the loss which the sum insured bears to the market value.

Subject otherwise to the terms of the policy. Equally, undervaluation of insured vehicle at the inception of insurance will automatically deny the insured appropriate compensation amount in the event of claim. This will be the case as the insurer will only be liable to the maximum declared value of the motor and nothing more. This policy always requires the insured to declare the actual market value of his/her motor vehicle. (*Mkataba huu wa bima unahitaji mwenye bima muda wote kutaja bei halisi ya soko ya gari lake wakati wa kuikatia bima. Inaeleweka na kukubalika na mkataba huu ya kwamba iwapo kuna madai ya kulipia fidia kwa gari ambalo limeongezwa au kutajwa thamani ya juu kuliko bei halisi ya soko basi kampuni ya bima itawajibika kufidia hadi kikomo che bei halisi ya soko na si vingenevyo. Pia iwapo kuna madai ya kulipia fidia kwa gari ambalo limepunguzwa au thamani yake iliyokatiwa bima kugundulika kuwa ya chini kuliko bei halisi ya soko, basi kampuni ya bima itawajibika kufidia hadi kikomo cha thamani iliyotajwa wakati wa kuikatia bima.)*

MEMO II-DUTY CLAUSE (MSAMAHA WA KODI)

(APPLICABLE ONLY FOR COMPREHENSIVE POLICY/ INAMHUSU MWENYE BIMA KUBWA)

It is hereby declared and agreed that All vehicles covered under this policy are insured for full values and that where vehicles are purchased duty-free, such value of duty exempted by tax authorities is added back to the purchase price to comply with full value insurance it being understood that the full value requirement is to cater for partial losses only whilst total

losses shall be considered on duty free value basis. This is subject to all other terms, exceptions and conditions of this policy. It is hereby declared and agreed under this policy that a tax exempted motor vehicle cannot be valued or compensated during claim at actual market value. The exception to that will apply only for verified motor repairable &/or partial theft of parts claims. / *Inatambulika na kueleweka chini ya mkataba huu wa bima ya kwamba gari iliyosamehewa kodi haiwezi kuthaminiwa au kufidiwa kwa bei halisi ya soko lake wakati wa kudai fidia. Ila mkataba huu unaruhusu kufidia gari kwa bei halisi ya soko ikijumuisha na kodi kwa uharibifu au hasara ambao hautalazimu kufidia thamani gari lote. Uharibifu au hasara husika ni ule tu utakaohusisha marekebisho madogo au kurudishia vipuri vichache vilivyoibiwa.*

M010

EXCESS/DEDUCTIBLE - OWN DAMAGE (MCHANGO – KWA AJILI YA UHARIBIFU AU HASARA)

(APPLICABLE ONLY FOR COMPREHENSIVE POLICY/ INAMHUSU MWENYE BIMA KUBWA)

It is hereby understood and agreed that notwithstanding anything contained in the within Policy or the contrary in respect of each and every event giving rise to a claim thereafter.

The Insured shall be responsible for the excess amounts declared in the Policy Schedule above in respect of each and every claim under Section(s) I of the Policy. (

If the Company elects to repair or reinstate or replace the motor vehicle or any part thereof or its accessories or spare parts in accordance with paragraph 2 of Section I of the within policy then the Insured shall forthwith pay to the Company any amount payable in terms of this endorsement.

For the purpose of this Endorsement an event shall mean an event or series of events arising out of one course in connection with any one Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

Excess/Mchango: An obligatory sum the insured contributes in a claim. /*Gharama mwenye bima anapaswa kuchangia wakati wa kudai fidia. (Inaeleweka na kukubalika ya kwamba kabla ya kudai kulipwa fidia, mwenye bima aliye na kinga ya bima ya gari unaohusika na mkataba huu, kwanza atapaswa kuchangia au kuwajibika kulipia mchango kwa kila ajali, uharibifu au hasara kulingana na maelezo ya Sehemu ya Kwanza (1) pamoja na mwongozo wa fidia wa mkataba huu.*

Iwapo kampuni ya bima itakubali kulipia fidia ya matengenezo ya gari au kubadilisha gari zima au kuweka kifaa au kipuri kipya kabisa basi mwenye bima atapaswa kuwajibika na kulipia mchango wake stahiki kwa mujibu wa maelezo kipengele cha pili (2) ya Sehemu ya kwanza (i) ya mkataba huu

EXCESS - THEFT CLAIMS (MCHANGO – KWA AJILI YA WIZI)

(APPLICABLE ONLY FOR COMPREHENSIVE POLICY / INAMHUSU MWENYE BIMA KUBWA)

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every loss resulting from theft of motor vehicle, part or accessories shall be responsible for the excess amounts declared in the Policy Schedule above. *(Inaeleweka na kukubalika ya kwamba kabla ya kudai kulipwa fidia, mwenye bima aliye na kinga ya bima ya gari inayohusika na mkataba huu, kwanza atapaswa*

kuchangia au kuwajibika kulipia mchango kwa kila wizi wa gari zima, vifaa au vipuri kulingana na maelezo ya Sehemu ya Kwanza (I) pamoja na mwongozo wa fidia wa mkataba huu.

EXCESS (In respect of Third-Party Property Damage Claim / MCHANGO – Kwa ajili ya Hasara au Uharibifu wa Mali za Watu Wengine/Jamii)

It is hereby declared and agreed that the Insured shall be responsible for the excess amounts declared in the Policy Schedule above for each and every loss due to Third Party Property Damage Claim. *(Inaeleweka na kukubalika ya kwamba kabla ya kudai kulipwa fidia, mwenye bima aliye na kinga ya bima ya gari inayohusika na mkataba huu, kwanza atapaswa kuchangia au kuwajibika kulipia mchango kwa kila uharibifu au hasara atakayokuwa amesababisha kwenye mali za watu wengine kulingana na maelezo ya Sehemu ya Pili (II) pamoja na mwongozo wa fidia wa mkataba huu.*

M014

WINDSCREENS AND WINDOW GLASS (VIOO MBELE, NYUMA NA MILANGO)
(APPLICABLE ONLY FOR COMPREHENSIVE POLICY / INAMHUSU MWENYE BIMA KUBWA)

It is hereby understood and agreed that any claim for the cost of reinstating any windscreen or window glass forming part of the motor vehicle because of breakage will be made within the terms of the policy and the Insured shall be responsible for the excess amounts declared in the Policy Schedule above. The maximum indemnity provided by this extension is restricted to the amount specified in the Policy Schedule above. The above excess and maximum indemnity amounts declared in the Policy Schedule will not be applicable if the breakage of glass &/or windscreen occurred in conjunction with accidental damages on other parts of the motor vehicle.

(Inaeleweka na kukubalika ya kwamba kabla ya kudai kulipwa fidia, mwenye bima aliye na kinga ya bima ya gari inayohusika na mkataba huu, kwanza atapaswa kuchangia au kuwajibika kulipia mchango kwa kila kuvunjika au kupasuka kwa kioo cha gari kulingana na maelezo ya Sehemu ya Kwanza (I) na mwongozo wa fidia wa mkataba huu. Itambulike ya kwamba fidia ya kulipia hasara ya kuvunjika au kupasuka kwa kioo ina ukomo ulioainishwa kwenye mwongozo wa fidia. Kiwango cha kiasi ya kulipia mchango pamoja na kikomo vilivyoainishwa kwenye mwongozo wa fidia havitotumika au kumlazimu mwenye bima kulipia iwapo hasara au kuvunjika kwa kioo umetokea pamoja na uharibifu wa sehemu zingine za gari.)

Subject otherwise to the terms exceptions and conditions of this policy.

Schedule for Limits of Liabilities and Excess next page 16

EXCESS (KUCHANGIA FIDIA)

Terms & Conditions <i>Vigezo na Masharti</i>	Commercial Vehicle <i>Chombo cha Biashara</i>	Private Vehicle <i>Chombo Binafsi</i>
8.20 Own Damage <i>Uharibifu wa Chombo Binafsi</i>	7.5% of claim, min TZS 500,000 <i>7.5% ya madai, si chini ya TZS 500,000</i>	5% of claim, min TZS 400,000 <i>5% ya madai, si chini ya TZS 400,000</i>
9.20 Third Party Property Damage <i>Uharibifu wa Mali ya Mmiliki Mwingine</i>	Min TZS 750,000 <i>Kiwango cha chini TZS 750,000</i>	Min TZS 750,000 <i>Kiwango cha chini TZS 750,000</i>
10.20 Motor Vehicle Theft <i>Wizi wa Chombo</i>	10% of claim, min TZS 500,000 <i>10% ya madai, si chini ya TZS 500,000</i>	10% of claim, min TZS 500,000 <i>10% ya madai, si chini ya TZS 500,000</i>
11.20 Theft of Motor Vehicle Parts <i>Wizi wa Vifaa vya Chombo</i>	10% of claim, min TZS 1,000,000 <i>10% ya madai, si chini ya TZS 1,000,000</i>	10% of claim, min TZS 1,000,000 <i>10% ya madai, si chini ya TZS 1,000,000</i>
12.20 Windscreen / Window Glass <i>Kioo cha Mbele / Kioo cha Nyuma au Mlango</i>	20% of claim, max TZS 500,000 <i>20% ya madai, kikomo TZS 500,000</i>	20% of claim, max TZS 500,000 <i>20% ya madai, kikomo TZS 500,000</i>
13.20 Inexperienced Driver <i>Dereva Asiyeye na Uzoefu</i>	8% of claim, min TZS 500,000 <i>8% ya madai, si chini ya TZS 500,000</i>	8% of claim, min TZS 500,000 <i>8% ya madai, si chini ya TZS 500,000</i>

- “Inexperienced Driver” means a person who is under 25 years of age and/or a person who possesses a valid driving licence which is less than 2 years from its initial issuance date. --- “Dereva Asiyeye na Uzoefu” inamaanisha mtu mwenye umri usiyozidi miaka 25 na/au mtu anayemiliki leseni hai ya udereva isiyozidi miaka 2 tangu tarehe ya mwanzo ya kutolewa kwake.

LIMIT OF LIABILITIES (VIKOMO VYA FIDIA)

Terms & Conditions <i>Vigezo na Masharti</i>	Limit of Liability <i>Kikomo cha Fidia</i>	
14.20 Third Party Injury/Death Per Event <i>Kusababisha Majeruhi/Vifo kwa Tukio</i>	TZS 60,000,000	
15.20 Third Party Property Damage Per Event <i>Uharibifu wa Mali ya Mmiliki Mmoja/Wamiliki Kadhaa kwa Tukio</i>	TZS 30,000,000	
16.20 Passenger Liability Per Person <i>Fidia kwa kila Abiria</i>	TZS 20,000,000	
17.20 Passenger Liability Per Event <i>Fidia ya Pamoja kwa Abiria Wote kwa Tukio</i>	TZS 60,000,000	
18.20 Towing Charges <i>Gharama za Kuvuta Chombo</i>	Less than (chini ya) 200km TZS 250,000	More than (zaidi ya) 200km TZS 500,000
19.20 Geographical Limit – Insured <i>Ukomo wa Kijiografia – Kwa Mwenye Bima</i>	East Africa Afrika Mashariki	
20.20 Geographical Limit – Third Party <i>Ukomo wa Kijiografia – Kwa Madai Dhidi ya Mwenye Bima</i>	Tanzania	

- “East Africa” means Tanzania, Kenya, Uganda, Rwanda and Burundi. --- “Afrika Mashariki” inamaanisha Tanzania, Kenya, Uganda, Rwanda na Burundi.