

HIFADHI BIASHARA

Policy Wording

Underwritten by Sanlam General Insurance Tanzania



Meaning of words and terms used in *your* insurance policy

Wherever the following words or terms are used in *your* policy, they will mean the following:

<i>“annual period”</i>	means a period of 12 consecutive months as shown in <i>your</i> schedule. The first <i>annual period</i> starts on the on the inception date of <i>your</i> policy shown in the schedule up to the revision date shown in <i>your</i> schedule.
<i>“armed robbery”</i>	means the unlawful taking of <i>money</i> in <i>your</i> possession by force or intimidation making use of a dangerous weapon.
<i>“burglary”</i>	means the unlawful taking of <i>your</i> property by someone breaking into the building where <i>your</i> business is situated and there are actual, visible signs of break-in.
<i>“business”</i>	means the nature or description of <i>your</i> business as shown in <i>your</i> schedule.
<i>“claim/claims”</i>	means any request for <i>us</i> to pay <i>you</i> for loss or damage.
<i>“contents”</i>	means the contents of <i>your</i> business at the <i>risk address</i> . Contents include office equipment, stock, materials in trade, tools, machinery and electronic equipment.
<i>“excess”</i>	means the amount <i>you</i> have to pay before <i>we</i> settle <i>your</i> claim.
<i>“electronic equipment”</i>	means electronic devices or machines for example computers and laptops.
<i>“fire”</i>	means damage caused by flame.
<i>“inception date”</i>	means the date <i>your</i> policy cover started.
<i>“machinery”</i>	means a system or device for doing work together with its power source and auxiliary equipment.
<i>“risk address”</i>	means the address of the <i>premises</i> on which <i>your</i> business is situated and/or operating from.
<i>“Schedule”</i>	means the document containing <i>your</i> unique policy cover details.
<i>“stock”</i>	means the goods <i>you</i> sell to <i>your</i> customers.
<i>“you/your/yours”</i>	means the names shown in the schedule whether it is <i>your</i> individual name or the name of <i>your</i> business.
<i>“us/our/we”</i>	means Sanlam Tanzania General Insurance Limited
<i>“funeral expenses”</i>	<i>means burial expenses incurred for accidental or Natural death of the Insured person.</i>

Your policy

Your policy has all the terms and conditions that are a part of *your* insurance contract with *us*. *We* agree to pay for *your* losses as long as *you* meet all the conditions of *your* policy and the loss or damage was caused by one of the insured events.

Your policy is made up of *your* acceptance of our offer through our USSD service, *your* *Schedule*, *our* terms and conditions, correspondence to *you* and any changes *we* have agreed to in writing.

Paying for *your* insurance cover

You must pay *us* an amount of money called a premium each and every month which will be collected with your permission from your Tigo Mobile Wallet. Should you not pay the premium by the due date of the premium, we will grant you 15 days grace period and if we still do not receive a premium by the end of the 15th day, we will cancel your policy.

Claims

If the *contents* of *your* business are damaged or stolen, *you* can make a claim. If something happens to the *contents* of *your* business, *you* must contact *us* to let *us* know. *You* must read *your* policy very carefully so that *you* understand when *we* will accept a *claim*.

Cover for Contents, Rent, Money, Burglary

Insured Property

The property insured is *contents* of the *business* that belong to *you* or for which *you* are responsible at the *risk address* as shown in *your* schedule. *We* will compensate *you* for any single *claim* or series of *claims* resulting from the same event up to the applicable sum insured shown in *your* schedule.

Insured Events

We will cover you if your insured **contents** is lost or damaged by the perils of fire; lightning or thunderbolt; explosion; storm, wind, water, hail or snow; earthquake; impact by vehicles, aircraft or objects falling from them up to the sum insured shown in *your schedule*. We will also cover you loss of or damage to the property insured whilst transported to or from the *risk address* caused by fire and/or explosion.

We will cover you for **rent** payable as a result of any of the perils stated in the "Insured Events" up to the indemnity period as shown in *your schedule*.

We will cover you for loss or damage as a result of **burglary** from your premises up to the sum insured shown in *your schedule*.

We will cover you for loss or damage to **money** from your premises caused by *armed robbery* and whilst transported to or from the bank up to the sum insured shown in *your schedule*.

Not covered

We will not cover loss or damage caused by any process which uses or applies water or wear and tear or gradual deterioration; mildew, rust or corrosion.

Cover for Funeral Expenses

Insured Events

We will cover you for **funeral expenses** incurred as a result of accidental death or Natural death up to the sum insured shown in *your schedule*.

Not covered

We will not cover you where death is directly or indirectly caused by *your own actions*.

Terms and Conditions for your policy

We provide cover under *your policy* subject to the following terms and conditions.

You must take care

You must take all reasonable care to prevent or minimise loss, damage, death, injury or liability and not act recklessly.

Cancellation

You may cancel your policy at any time. We may cancel this policy by giving you 30 days' written notice of the cancellation at *your postal address* as shown in *your schedule* or by any other means of correspondence.

Claims

If we replace or repair *your property*, we will try to give you exactly what you had, but it may not always be possible. We may use any supplier or repairer of our choice if we repair or replace your property. Before we finalise or settle any *claim*, we may require you to sign an agreement of loss.

How to claim

You must tell us as soon as possible of anything that happened that may result in a *claim* and tell us of any other policy you may have.

You must give us full details of what happened within 30 days after it happened. You must also give us all the documents we may ask you.

You must immediately inform us in writing if you become aware of anyone who wants to sue you or claim against you.

You must go to a police station within 48 hours of any burglary or criminal act. You will have to sign an affidavit at the police station and provide full details of the cause of the damage, loss or burglary. You must also get a police case number.

You must not promise anyone anything after an incident has happened. You must contact us as soon as possible and we will help you with your *claim*.

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Our rights after something happened and you want to claim

You must allow us to visit your premises and help you with your claim. We may need to take the property that was damaged to repair it or take it to someone to determine if it can be repaired. It remains your property until we paid you. You must continue protecting your property until we have taken it away.

You must give us all the information and help we need and we may take over the recovery, defence or settlement of a claim and conduct it in your name.

We may decide not to go to court or negotiate with someone else's attorney. If we decide this, we may offer to pay you the amount that we think you are liable for. If the other person will accept a lesser amount, we will pay you that amount as final settlement.

You must tell us the truth

You must always give us information that is true, correct and complete to the best of your knowledge. Make sure nothing is missing.

If you do not give true, correct and complete information, we may cancel your policy and refuse to pay out a claim.

You must not commit fraud or make a fraudulent claim.

If you do commit fraud or submit a claim that is in any way fraudulent, we will lay charges with the police, cancel your policy and not pay out the claim. We will also not give you back any of the premiums that you paid.

Time limits

If we reject your claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 15 days from the date of our last communication, make written representations to us.

If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within 6 months from the date we communicated the rejection of your written representation to you.

We are not liable to pay a claim after 12 months from the date of the event that gives rise to a claim, unless the claim is the subject of pending court action or arbitration; or for amounts for which you may become legally liable.

No premium refund if maximum package sum insured is settled for any claim

If we compensate you for a claim for the maximum package sum insured payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

Reinstatement of sum insured

The sums insured shown in the Schedule will not be reduced by the amount of any claim unless stated otherwise.

Other insurance

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

Important information you must tell us

You must tell us immediately if something changes for example if you move your business to a new address or if you start a new business.

If you do not tell us of any changes, we may cancel the policy or refuse to pay any claim that happened after the changes.

The term "you" includes any person acting on your behalf.

Jurisdiction and currency

This policy is subject to the jurisdiction of the courts of the Republic of Tanzania. All compensation will be made in Tanzanian Shilling currency.

A person who deals on your behalf

You give up your right to receive compensation if a person who deals on your behalf **does not** comply with the terms and conditions of this policy.

Not covered by your policy

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to any of the following:

Riots, Wars, political acts, public disorder, terrorism or any attempted acts of this type.

Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war was declared or not), or civil war. Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution. Any act or attempt (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.

Any act or attempt calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event which is relevant to riots, war, political acts or public disorder. .

Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

If we state that a claim is not covered because of any of the reasons above, *you* must prove that it is covered under *your* policy.

Incidents that happen for which the associated damage is covered by legislation

Any event for which a fund has been established under the War Damage Insurance and Compensation Act (Act 85 of 1976) of the Republic of Tanzania.

Nuclear substances

Nuclear weapons material, ionising, radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel which includes any self-sustaining process of nuclear fission.

Computer losses

The incapacity or failure of any computer:

to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or

to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any *computer*, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or

to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes; or

to capture, save, retain or to process any data as a result of the action of any *computer virus*, or other corrupting, harmful or otherwise unauthorised code or instruction including a Trojan horse, time or logic bomb or worm or any other destructive disruptive code, media or programme or interference.

Computer means any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether it is your property or not.

Nationalisation

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs, police, crime prevention units, or lawfully constituted authority or officials.

Indirect loss

Consequential or indirect loss of any nature, except where *our* compensation relates to *business interruption* or liability cover.