

BUMACO INSURANCE COMPANY LIMITED

Insurance Services with Certainty

HEADOFFICE

Garden Ave/ Azikiwe St, 1st Floor, Car & General Bldg. P.O. Box 13147 DSM, Tel / Fax: +255222124654

BRANCHES: DAR ES SALAAM - ARUSHA - MOSHI - MWANZA – MOROGORO- MBEYA – MTWARA- TANGA - DODOMA

E-mail: dsmhq@bumacoinsurance.com

GOODS IN TRANSIT POLICY

POLICY NO:

INSURED:

In consideration of the insured having paid and the BUMACO Insurance Company Ltd. (hereinafter called the Company) having received the premium the Company agrees to indemnify or compensate the insured by payment or at the option of the company by replacement, reinstatement or repair in respect of events covered under the policy occurring during the period of insurance and as otherwise provided under the within sections up to the sum insured, limit of indemnity, compensation and other amounts specified.

THIS POLICY WITNESSETH that subject to the terms Provisions and Conditions contained herein or endorsed here on the Company hereby agrees that if during the company accept payment for the renewal of this Policy any of the Property described in the schedule shall be lost damaged or destroyed by any of the Insured Perils stated in the schedule which such Property is within the Geographical Area described in the Schedule and is being carried (otherwise than by air) by any Conveyance specified in the schedule or Whilst loaded on such Conveyance and temporally housed in course of transit, the Company will indemnify the Insured by paying or at is option making good by repair reinstatement or replacement the amount of such loss damage or destruction. **The policy terminates either on delivery of goods to the Consignees or other final warehouse or delivery to any other warehouse or place of storage, whether prior to or at the destination named herein.**

Provided always that the liability of the company under this Policy shall not exceed the limits specified in the schedule.

PROVIDED ALSO that the Company shall not be liable here under in respect of the amount, shown in the Schedules as the Excess in respect of each and every claim.

In addition to that, The due observance and fulfillment of the Terms Provisions Conditions and Endorsements of the policy by the Insured is so far as they related to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy. No

waiver of any of the Terms Provisions Conditions and Endorsements of this policy shall be valid unless made in writing signed by an official authorized by the company.

EXCEPTIONS

A. This policy does not cover loss, destruction or damage caused by:

1. Wear and tear, depreciation, deterioration, inherent vice or defect, damp, vermin, insects, fungi, rust, oxidation and/or discoloration, except as a direct result of fire, theft or accident to the conveyance.
2. Atmospheric or climatic conditions or contamination except as a direct result of fire, theft or accident to the conveyance.
3. Defective or inadequate packaging or insulation.
4. Theft or attempted theft of goods conveyed in any open-top or open-sided vehicle.
5. Theft or attempted theft of goods whilst the vehicle is left unattended unless the property is contained in a securely locked vehicle and the keys removed from the vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry to or exit.
6. Willful misconduct of the Insured, theft or dishonesty on the part of the Insured's employees, disappearance of or unexplained inventory
Shortage.
7. Delay, loss of market, indirect loss or consequential loss of any kind.
8. Breakdown of refrigeration equipment.
9. Detention, confiscation, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authorities.
10. Pressure waves caused by aircraft and other aerial devices travelling at sonic and supersonic speeds.

B. The policy does not cover:

- 1) Loss of any liquid gas or goods from containers by leakage, spillage, evaporation or loss in weight or volume;
- 2) The conveyance and/or storage of explosives acids chemicals and gases and goods of hazardous nature;
- 3) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 4) Any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, or in connection with any act of terrorism, regardless of any other cost contributing concurrently or in any other sequence to loss, damage or expense;
- 5) Any loss or damage occasioned by or through or in consequence directly or indirectly, of any of the following occurrences namely;

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) and civil war.
 - b) Abandonment and/or permanent or temporary dispossession resulting from confiscation, seizure, restraint, commandeering, nationalization, appropriation destruction or requisition by order of any government de jure or de facto or by any lawfully constituted authority.
 - c) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion. Revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or siege.
- 6) Loss or damage occurring outside the Territorial limits stated in the Schedule;
 - 7) Any loss, damage or expenses arising from non-compliance to the Axle Load Regulations set by the Government.
 - 8) The amount of excess stated in the Schedule;
 - 9) Consequential loss of any kind.

C. This policy does not cover loss of or damage to the following goods unless specifically agreed with the Company and terms agreed prior to the carriage or storage of such goods:

- 1) Deeds, bonds, bills of exchange, promissory notes, money or other negotiable currency, securities or stamps;
- 2) Documents, manuscripts, business books, computer systems records, patterns, models, mould, plans or designs;
- 3) Electrical or electronic equipment, cameras and photographic equipment;
- 4) Bullion, jewelry, precious metals, precious stones, platinum, gold or silver articles, furs, watches, curios or works of art, tobacco, cigarettes, wines, spirits and the like;
- 5) Travelers' samples, tools, equipment, machinery, plant or any property entrusted to the Insured as a carrier under a contract for transport or storage of such property;
- 6) Glass and other articles of a brittle nature except as a direct result of fire, theft or accident to the conveying vehicle;
- 7) Livestock and/or living creatures.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the Insured.