

MAURITIAN EAGLE INSURANCE CO LTD

FIRE AND ALLIED PERILS INCLUDING
CONTRACTORS ALL RISKS INSURANCE
POLICY

Loan Mortgage Insurance The Mauritius Commercial Bank Ltd

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

FIRE AND ALLIED PERILS

If the property described in the Specification or any part thereof owned by the Insured or held by them in trust or on commission for which they are responsible shall be destroyed or damaged by fire, lightning or fire following explosion the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof;

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the attached Specification.

SPECIFIC CONDITIONS

- a) This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following:
- a) To property occasioned by its own fermentation natural heating or spontaneous combustion (except coal) or by its undergoing any heating or drying process.
 - b) The act of any lawfully constituted authority.
 - c) Earthquake (whether arising from mining operations or not) volcanic eruption or other convulsion of nature.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

If in any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- b) Unless otherwise expressly stated this insurance does not cover
- a) Securities, obligations or cheques;
 - b) Computer Systems records;
 - c) Explosives;
 - d) Any loss or damage occasioned by or through or in consequence of explosion other than stated above; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works will be deemed to be loss by fire within the meaning of this Insurance.
- c) The Company may at its option reinstate or replace the property damaged or destroyed or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured because of any Municipal or other regulations in force affecting the alignment of streets, or the construction of buildings or otherwise, the Company shall, in every case, only be liable to pay such sums as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

d) Each item of this Insurance is separately but similarly subject to the following pro-rata condition of Average

If the property covered hereby shall at the commencement of any destruction of or damage to such property by any peril insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

e) This insurance does not cover

- a) destruction of or damage to any dynamo, transformer, wiring, motor, main, electrical machine apparatus or any other electrical appliance or installation arising from or occasioned by over-running excessive pressure, short-circuiting, arcing, self-heating, or leakage of electricity, but this exclusion does not apply to damage thereto by fire resulting from such causes and originating outside the appliance.
- b) the first amount stated as Excess (if any) in the Specification.

DEFINITIONS

The term "**perfect party wall**" (or walls) where used refers to a wall (or walls) of brick, stone or concrete construction of at least nine inches in thickness, without openings therein, passing through and at least nine inches above the roof.

EXTENDED INSURED PERILS

1. AIRCRAFT

It is hereby declared and agreed that insurance under the Policy shall subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured (by fire or otherwise) directly caused by aircraft and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

- 1) The Liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the Policy.
 - 2) This insurance does not cover any loss or damage caused by any aircraft to which permission to land had been granted by the Insured.
- Subject otherwise to the terms, exceptions and conditions of the Policy.

2. BURGLARY

THE COMPANY WILL pay to the Insured the intrinsic value of any property described in the Specification and in addition damage to the premises and landlord's fixtures and fittings falling to be borne by the Insured, owned by him or held by him in trust or on commission or for which he is responsible, should such property be lost or damaged by theft or attempted theft following upon or followed by. and connected with visible forcible and violent entry or exit from the premises (which expression shall not include any garden and/or yard and/or verandah) stated in the Specification or at its option reinstate, replace or repair such property.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Specification relative to each item.

EXCEPTIONS

The Company shall not be liable for:

1. Loss or damage by any such theft or attempt thereof, by any of the Insured's family, business staff, domestic servants or any person lawfully on the Premises.
2. Loss or damage which can be insured against by a Fire or Plate Glass Insurance Policy (other than following Explosion caused by thieves to open a safe or strongroom), or is insured by a Marine Insurance Policy.
3. Loss or damage to money, coins, medals, securities, stamps of any kind, documents of any kind, manuscripts, business books, patterns, moulds, plans or design unless the same be specifically insured hereunder.
4. Loss or damage to property contained on/in any verandah or yard or in the open.
5. Loss or damage to cash registers caused whilst the premises are closed for business unless such cash registers are left open.

Notes: Specific provisos applicable to Burglary peril:

(1) Excess: 10% of each and every claim subject to a minimum of Rs 5,000 and a maximum of Rs 25,000.

(2) Specific Exclusions:

- Damage resulting from Burglary and caused to the insured building(s) which are in course of erection
- Damage resulting from burglary caused directly or indirectly by the Insured or any person in the Insured's service or employed as watchman or any person in the Insured's family or household.

(3) In the event of the insured building(s) being left without an inhabitant therein for more than 60 days

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

whether consecutively or not in any one period of insurance the insurance in respect of burglary shall be entirely suspended in respect of any period or periods during which the said building(s) may be uninhabited in excess of the aforesaid 60 days.

(4) In the event of the insured building(s) being unoccupied by reason of modification or transformation of the insured building(s), the insurance in respect of burglary shall be suspended immediately.

3. BURSTING AND OVERFLOWING OF WATER TANKS

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary, insurance under this Policy (subject to the Provision and Special Conditions hereinafter contained) is extended to cover any damage caused by:

BURSTING or overflowing of water tanks apparatus or pipes

The insurance by this extension does NOT cover:

- c) **Loss or damage occurring whilst the premises are vacant**
- d) **Property stored less than 15cms from the floor in basement**
- e) **Loss or damage to property in the open or in transit (other than building structures and plant designed to exist or operate in the open)**

All terms and conditions remain otherwise unaltered

4. CYCLONE

This insurance extends to include loss or damage by fire or otherwise occasioned by through or in consequence of Cyclone, Hurricane, Storm, Tempest, Tidal Wave caused thereby and in addition subsidence and collapse following landslip where the landslip is caused by Cyclone, Hurricane, Storm or Tempest. It is a condition precedent to the payment of any claim that the Insured must prove to the satisfaction of the Company that no part of the loss was caused otherwise than by Cyclone, Hurricane, Storm or Tempest.

The Insurance by this extension does not cover:

- a) **Rainwater damage unless such loss or damage is directly consequent upon the premises being so damaged by Cyclone, Hurricane, Storm or Tempest as to admit rainwater to the interior of the premises.**
- b) **Loss or damage due to Rust, Oxidation, Humidity unless such loss is directly attributable to actual physical and visible contact of the insured property with water admitted into the premises as a result of damage caused to the premises by Cyclone, Hurricane, Storm or Tempest.**

Provided always that there shall be no liability for loss or damage to that part of any insured property which has not been in direct contact with water.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

- c) Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather. (d) Loss or damage to Exterior Signs, Exterior Aerials, Conservatories, Glass Houses, Greenhouses, Loggias, Pergolas, Canopies, Gates, Boundary Fences or Walls other than walls forming part of the structure of the Building, Roads, Water Reservoirs, Exterior Lighting, Solar Water Heaters, Guttering and Downpipes or any outdoor fixtures or fittings of any description.
- d) Loss or damage to exterior paintwork, waterproofing treatment unless the building insured is so damaged by the perils insured as to require repair or replacement.
- e) Loss or damage to property in the open premises or verandas or in transit (other than building structures and plant designed to exist or operate in the open).
- f) Loss or damage to buildings or structures under construction, reconstruction, repair, renovation, demolition, installation, erection or assembly.
- g) Loss or damage by reason of any ordinance or law regulating the construction or repair of buildings.
- h) Loss or damage to any Stock and/or Machinery stored below ground level.
- i) The first amount stated as Excess in the Specification of this Policy.

SPECIAL CONDITION:

The basis of indemnity in respect of all thatch roofs under this extension shall be in accordance with the following depreciation scale:

PERIOD SINCE NEW (Percentage of New Replacement Value)	INDEMNITY
Up to 2 Years	100%
Over 2 Year to 4 Years	80%
Over 4 Year to 6 Years	60%
Over 6 Year to 8 Years	40%
Over 8 Year to 10 Years	20%
Over 10 Years	Nil

Provided always that the conditions of this insurance shall apply (except as expressly varied herein) as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Excess: 10% of each and every claim subject to a minimum of Rs5,000 and a maximum of Rs25,000

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

5. EARTHQUAKE, VOLCANIC ERUPTION

In consideration of the payment of an additional premium it is hereby declared and agreed that the insurance of this Policy extends to cover loss or damage by fire or otherwise occasioned by or through or in consequence of earthquake or volcanic eruption.

It is hereby agreed that all loss of or damage to property occurring during any one period of forty-eight consecutive hours during the currency hereof, directly caused by earthquake shock, shall be deemed to have been caused by a single earthquake and therefore to constitute one loss for the purposes of this Policy.

The Insured shall select the time from which any such period shall commence, but no two such selected period shall overlap.

Subject otherwise to the terms, exceptions and conditions of the Policy.

6. EXPLOSION

This insurance shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this insurance (except expressly varied herein) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Special Conditions

The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organisation with activities directed towards the overthrow by force of the Government de jure de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Company alleges that by reason of the provision of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. FLOOD

This insurance shall extend to include destruction of or damage to the property insured, directly caused by Flood which for the purpose of this policy shall mean

- (a) (i) The overflowing or deviation from their normal channels of either natural or artificial water courses and
- (ii) Any flow or accumulation of water on the ground except when such flow or accumulation be of water emitted from any water supply main tap, valve or the like save as referred to in (c) hereof.
- (b) Overflowing of guttering and down pipes, except if caused by, or attributable to

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- (i) a cyclone.
- (ii) any obstruction or other defect due to faulty construction and/or installation and/or lack of proper care and maintenance.
- (c) Bursting or overflowing of Municipal or other public water supply

The insurance by this Extension does NOT cover:

- (a) Loss or damage to property in the open or in transit (other than building structures and plant designed to exist or operate in the open).
- (b) Loss or damage to Gates, Boundary Fences or Walls, Roads.
- (c) Loss or damage to any Stock and/or Machinery stored below ground level. (d) The first amount stated as Excess in the specification of this Policy.

Provided always that the conditions of this insurance shall apply (except as expressly varied herein) as if they had been incorporated herein and for the purposes any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Excess: 10% of each and every claim subject to a minimum of Rs5,000 and a maximum of Rs25,000

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8. IMPACT

Loss, destruction or damage of or to the property insured caused by Impact by Road Vehicles, Horses or Cattle not belonging **to or under the control of the Insured or any person in his employ.**

9. RIOT, STRIKE AND MALICIOUS DAMAGE

This insurance shall extend to cover Riot and Strike damage which for the purpose of this Extension shall mean (subject always to the Special Conditions hereinafter contained) loss or damage to the property insured directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Special Exception I hereof:
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

SPECIAL CONDITIONS

For the purposes of this Extension but not otherwise there shall be substituted for General Conditions 7 (1) & (2) of the Policy and Specific Conditions 1 (b) and 2 (c) of the Policy:-

CONDITION 1. — (Replacing General Condition 7 (1) and Specific Condition 1 (b)).

This insurance does not cover 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), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

CONDITION 2. — (Replacing General Condition 7 (2) and Specific Conditions 1 (b) and 2 (c)).

- (i) This insurance does not cover: (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liabilities to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 2 (ii) only combustion shall include any self-sustaining process of nuclear fission.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

CONDITION 3

- (a) Subject to the provisions of paragraphs (b), (c) and (d) of the present Condition the duration of the contract shall be for the period expressed in the Specification attached to the present policy.**
- (b) The Company and the insured shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the policy on the party so desiring giving 30 days notice in writing to that effect to the other party.**
- (c) In cases where the policy covers several perils or several properties, it shall be permissible to either the Company or the Insured to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of any one or more of the several perils and/or properties insured.**
- (d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above the Company shall:**
 - (i) when such cancellation is made at the request of the insured, adjust the premium on the basis of the Company receiving or retaining the customary short term premium.**
 - (ii) when such cancellation is made by the Company, refund or retain the premium on a pro-rata basis.**

PROVIDED that is is hereby further expressly agreed and declared that:

- (i) All the Exceptions and Conditions of this insurance shall apply, save in so far as the same are expressly varied by the above Special Exceptions and Conditions and any reference to fire shall be deemed to include the perils hereby insured against.**
- (ii) The Special Exceptions and Conditions herein shall apply only to this Extension.**

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Malicious Damage Extension

It is hereby agreed and declared that the insurance under the aforementioned Riot and Strike Extension shall extend to include MALICIOUS DAMAGE which for the purpose of this further extension shall mean:

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or nor such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition I , of the said Riot and Strike Extension.

But the Company shall not be liable under this further extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housekeeping, theft or larceny or any attempt thereat or caused by any person taking part therein

Provided always that all the conditions and provisions of the said extension shall apply to this further extension as if they had been incorporated herein.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

10. SUBSIDENCE, COLLAPSE OR LANDSLIP (Cover in respect of houses in course of erection only)

This insurance shall extend to include destruction of or damage to the property insured, directly caused by subsidence, collapse, landslip and heaving of the site upon which the premises stand, but excluding:

1. Any property situated in the region of 'La Butte', Port Louis and any destruction or damage resulting from or attributable to any subsidence or landslip which occurred prior to the commencement of this cover
2. Loss, destruction or damage due to or arising from any work of demolition, renovation, building or restoration (repairs) of the premises insured or occupied by the Insured, or any adjacent or contiguous premises or installation of from loading being placed upon the buildings
3. Loss or damage due to defective design, materials or workmanship or latent defect, inherent vice, gradual deterioration, coastal and river erosion and wear and tear
4. Loss or damage due to the:
 - i) Normal settlement or bedding down of new structures
 - or ii) The settlement of made up ground
5. Any claim for which compensation has been provided under any contract or legislation
6. Consequential loss of any kind or description
7. The amount stated as the excess in the Specification

Subject otherwise to the terms, exceptions and conditions of the Policy.

11. TIDAL WAVE

It is hereby declared and agreed that the insurance of this Policy extends to cover loss or damage by fire or otherwise occasioned by or through or in consequence of Tidal Wave which shall mean sea wave cause by duly recorded seismic disturbance.

Subject otherwise to the terms, exceptions and conditions of the Policy.

CONTRACTORS ALL RISKS

1. INSURING CLAUSE

THE MAURITIAN EAGLE INSURANCE COMPANY LIMITED (hereinafter called the Company) HEREBY AGREES WITH THE INSURED that if at any time during the period of cover the items or any part thereof entered in the Specification shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

Specification the sum insured set opposite thereto and not exceeding in any one event the sum insured per event (where applicable) and not exceeding in all the total sum insured indicated in the Specification.

EXCLUSIONS

- (1) **The Company shall not be liable for:**
the excess(es) stated in the Specification;
- (2) **consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;**
- (3) **loss or damage due to faulty design;**
- (4) **the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;**
- (5) **wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;**
- (6) **mechanical and/or electrical breakdown or derangement of construction plant, equipment and construction machinery;**
- (7) **loss of or damage to vehicles licensed for general road use or water borne vessels or aircraft;**
- (8) **loss of or damage to accounts bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;**
- (9) **loss or damage discovered only at the time of taking an inventory;**
- (10) **loss or damage caused by cyclone, storm, flood or water to any insured items or part thereof stored below ground level.**
- (11) **Loss or Damage caused by theft.**
- (12) **The Insurance applicable to houses in course of erection shall NOT cover loss or damage to property owned or leased by the contractor/s involved in the construction of the insured building.**

SUMS INSURED

The sums insured stated in the Specification shall not be less than: For "contract works": the value of the **contract works** at the completion of the construction, including the value of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Section of the Policy shall be

- (i) in the case of damage which can be repaired** – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- (ii) in the case of a total loss** – the actual value of the items immediately before the occurrence of the loss less salvage

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with. The Company will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (ii) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Excess: Cyclone/Flood/Burglary: 10% of each and every claim subject to a minimum of Rs5,000 and a maximum of Rs25,000

RIOTS, STRIKES AND CIVIL COMMOTION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:

- 1) The act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2 of the Special Conditions hereof,**
- 2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,**
- 3) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,**

mei/fir/mcb

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- 4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that:

- 1) All the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against.
- 2) The following Special Conditions shall apply only to the insurance granted by this extension and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions

- (1) This insurance shall not cover

- a) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
- b) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
- c) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- (2) This insurance shall not cover 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 ware be declared or not), civil war
- b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
- c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

mei/fir/mcb

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

In any action, suit or other proceeding, where the Company allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- (3) This insurance may at any time be terminated by the Company on notice to that effect being given by registered post to the Insured's last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation.

GENERAL CONDITIONS

This Policy is Governed by “livre III Douzième chapitre 3ème of the Code Napoléon (Mauritius)” except to the extent the articles mentioned in Article 198312 are varied by terms and conditions herein.

1. PROPOSAL FORM AND POLICY CONDITIONS

This Policy and any Proposal/s 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 the Specifications shall bear such specific meaning wherever it may appear. Further the following General Conditions shall apply in all respects to the insurance granted by this Policy save in so far as they may be varied by any Specific Conditions in the Specifications hereof.

2. PREMIUM ADJUSTMENT

If the premium of this Policy or any part thereof has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall after the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or to the Insured as the case may be (subject to any minimum premium agreed).

3. DURATION OF CONTRACT

- a) Subject to the provisions of paragraph (b), (c) and (d) of the present Condition the duration of the contract shall be for the period expressed in the Schedule and/or the Specification attached to the present policy.
- b) The Company and the Insured shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the policy on the party so desiring giving 30 days notice in writing to that effect to the other party.
- c) In cases where the policy covers several risks or several properties, it shall be permissible to either the Company or the Insured to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of any one or more of the several risks and/or properties insured.
- d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above the Company shall :

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- i) when such cancellation is made at the request of the Insured, adjust the premium on the basis of the Company receiving or retaining the customary short term premium provided no claim has arisen during the then current period of insurance.**
- ii) when such cancellation is made by the Company, refund or retain the premium on a pro-rata basis.**

4. CANCELLATION

The present contract may be cancelled before its normal expiry date in the following cases, inter alia :

- a)** In the event of the death of the Insured or the transfer of the property insured as provided for in Articles 1983–48 and 49 of the Civil Code.
- b)** For non payment of premium (Articles 1983–21 to 24 of the Civil Code).
- c)** In the event of aggravation of risks (Article 1983–25 of the Civil Code).
- d)** In case of withholding of facts or intentional false declaration by the Insured (Article 1983–30 of the Civil Code).
- e)** In the events set out in Article 1983–35 of the Civil Code.
- f)** In the event of bankruptcy of the Company or the Insured as provided for in Articles 1983–27 and 28 of the Civil Code.
- g)** In the event of the Company refusing to reduce the premium in circumstances provided for in Article 1983–29 of the Civil Code.

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Whenever a party purports to cancel the present Contract, he shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Civil Code, with avis de reception.

5. DUTY ON THE INSURED

The Insured shall in all circumstances take all reasonable precautions for the maintenance and safety of the Property Insured and for the prevention of accidents and to employ competent Employees and keep himself acquainted with the state and condition of the premises, ways, works, machinery, plant and vehicles connected with and used in the Business or Occupation, and see that the same are kept in proper and efficient state of repair and fit for the work for which they are used and further shall not do, suffer or permit anything whereby the risk of the Company shall be increased.

FULL DISCLOSURE

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

Any withholding of facts or intentional false declaration made in bad faith by the Insured shall entail, in accordance with Article 1983-30 of the Mauritius Civil Code, the nullity of the contract, when such withholding or false declaration alters the nature of the risk or makes it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case the Company shall retain whole premium paid and shall be entitled to claim all premiums due and demandable.

In the event such withholding or false declaration was not made in bad faith, the Company shall be entitled:

(A) if the fact is ascertained before the loss

either (i) to maintain the Contract subject to the Insured agreeing to pay an increased premium

or (ii) to cancel the policy after giving 14 days notice to that effect to the Insured and refunding a proportionate part of the premium paid

(B) if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

AGGRAVATION OF RISK

During the currency of the contract, the Insured must report to the Company, by registered letter, any modification likely to aggravate the risks in such a manner that, had the new state of affairs existed at the writing of the contract, the Company would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the modification, if this is brought about by an act of the Insured, and in other cases within eight days from the moment it has come to the Insured's knowledge.

In either case it shall be open to the Company;

either to cancel the contract

or to claim an increased premium, in which case if the Insured does not accept the new rate of premium the contract shall be cancelled. In the event of the aggravation of the risk being due to an act of the Insured, the Company will be entitled in addition to claim damages.

OTHER INSURANCES

The Insured shall under pain of nullity of the present contract disclose to the Company every other Insurances he has taken in respect of the risk presently insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the sum(s) Insured.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured risk, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured risk.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

DUTY ON INSURED NOT TO MAKE ADMISSIONS

No acknowledgement of liability no compromise settlement effected without the consent of the Company shall be binding on them. However, the mere admission of a material fact will not be considered as acknowledgement of liability.

6. OPERATION OF AVOIDANCE CLAUSES AS AGAINST THIRD PARTIES

No avoidance of the policy by reason of an act or omission of the Insured subsequent to the event giving rise to a claim be binding upon any Third Party or their rightful heirs to whom prejudice has been caused.

7. GENERAL EXCLUSIONS

1. This Policy does not cover loss or destruction of or damage to any property whatsoever or injury or death to any person or any loss or expense whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - (b) mutiny, riot, military or popular 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 state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence directly or indirectly of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

2. It is hereby declared and agreed that

- (a) this Policy does not cover
 - (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

of nuclear fuel. For the purpose of this Exclusion only combustion shall include any self-sustaining of nuclear fission.

(b) The indemnity provided by this policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

3. The insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.
4. This Policy shall be void with respect to any part thereof in regard to which there be any alteration after the commencement of this insurance whereby the Insured's interest ceases except by will or operation of law unless notice has been given to the Company as soon as practicable after such alteration and an additional premium paid if required.
5. Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject to all other terms, exceptions and conditions of the Policy.

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

8. CLAIMS

1. (a) The Insured shall on the happening of any event likely to result in a claim under this policy give notice thereof within 5 days to the Company and shall at his own expense within 30 days after the event or such further time as the Company may in writing allow deliver to the Company a claim in writing with such detailed particulars and proof as the Company may reasonably require.
- (b) In the case of any claim involving theft or loss the Insured shall report the occurrence to the Police immediately and take all practical steps to discover the guilty party and to recover the stolen property.
- (c) In respect of any claim for the personal injury all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured, and an injured person as often as required by the Company shall submit to medical examination at the Company's expense. The Company shall in the case of death be entitled to have a post mortem examination.
- (d) The insured shall immediately advise the Company of any impending prosecution or inquest and send to them every letter, claim, writ, summons and/or process he may receive and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim in the name of the Insured at its own expense and for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Insured or any claimant under this policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary and reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for making good any liability, loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

- (e) The Company shall not be liable under more than one Specification of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same property or liability.
- (f) If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

2. In the event of any claim under this Policy the Company may:

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- (a) at all reasonable times for the purpose of enquiry or examination by their authorised officials and agents enter into any Premises or places to which this insurance applies or in which an accident has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.
- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

This powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the Conditions of this Policy in answer to any claim.

9. SUBROGATION

Upon payment of the Indemnity the Company shall be subrogated in all the right, actions and privileges of the Insured as provided for in Article 1983-50 of the Mauritian Civil Code.

In the event of any act of the Insured affecting the full effect of the subrogation in favour of the Company, whether in its inception or its operation, the liability of the Company towards the Insured shall be reduced in whole or in part as provided for in the second paragraph of Article 1983-50.

10. ABANDONMENT CLAUSE

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

11. AVERAGE

If any of the property insured by this Policy shall at the time of any loss or damage covered by this Policy be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall accordingly bear a rateable share of any loss or damage to property insured under this Policy.

12. ARBITRATION

Should any difference arise between the Company and the Insured or any claimant as to the amount of any claim under this Policy the same shall be referred to arbitration in accordance with the statutory Provisions for the time

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

being in force applicable thereto and the obtaining of any award shall be a condition precedent to any right of action against the Company.

13. JURISDICTION

It is hereby agreed that this Insurance shall be governed by the law of the Republic of Mauritius whose Courts shall have jurisdiction in any dispute arising hereunder.

14. CLAUSES –

1. DATE RECOGNITION EXCLUSION

This policy does not cover

- (a) **Loss or destruction of or damage to any property whatsoever**
- (b) **Any liability of whatsoever nature**
- (c) **Any consequential loss**
- (d) **Any cost (inclusive of defence cost), claim or expense or expenditure, whether preventative remedial or otherwise.**

directly or indirectly caused by or consisting of or arising from the failure, defect, malfunction or inadequacy of any equipment or system or of any electronic or computer system or network, any computer hardware or software, data processing equipment, auxiliary equipment, computerised component, media, microchip, micro controllers, 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,

- i) **correctly to recognise any date as its true calendar date,**
- ii) **to capture, save or retain and/or correctly to manipulate, calculate, interpret or differentiate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date,**
- iii) **to capture, save or retain or correctly to process or interpret any data or information as a result of the operation of any command which has been programmed into electronic or computer system or network, especially any computer hardware or software, data processing equipment, computerised component, media, microchip, embedded chip, integrated circuit or similar devices, being a command which causes erasure, loss, distortion or corruption of data or information or the inability to capture, save, retain or correctly to process such data on or after any date.**

But this shall not exclude any subsequent loss, damage or consequential loss not otherwise excluded, which itself results from a defined peril insured by the policy provided the Insured has, prior to the loss :

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- i) appointed a Year 2000 co-ordinator at senior staff level.
- ii) by the use of expert consultants or expert employees analysed the potential impact of Year 2000 problem, devised a strategy to fix the problem, taken the necessary action to fix the problem as advised by such experts and tested and demonstrated the results of such fixing.

The above paragraph shall not however apply to Motor, General Public Liability, Products Liability, Professional Indemnity, Workmen's Compensation and Employers Liability insurances.

ADDITIONAL PROVISIONS

- 1. Notwithstanding any other provision in this Policy, in the event of any discrepancy or inconsistency between the terms of this clause and any other clause, term, provision or condition of the Policy therein, the terms of this clause shall take precedence and shall prevail.
- 2. This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

SUBJECT TO ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS OF THE POLICY

3. MILLENNIUM GENERAL EXCEPTION

This Policy does not cover any loss destruction or damage directly or indirectly caused by or any liability arising from any computer hardware or software or other electrical or electronic equipment not being able to recognise or process any date as the true calendar date. Subsequent loss destruction or damage which is otherwise covered by the Policy is nevertheless insured.

SUBJECT TO ALL OTHER TERMS, CONDITIONS AND EXCEPTIONS OF THE POLICY

4. CLARIFICATION AGREEMENT

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data software of computer programmes that is caused by a deletion, corruption or a deformation of the original structure.

Consequently, the following are excluded from this Policy:

Loss of or damage to data or software, particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage.

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

5. WAR, CIVIL WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary in this Policy, this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
3. Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, 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 state of siege;
4. Detention, confiscation and forfeiture.
5. Any act, including but not limited to labour disturbance, lock-out, riot, strike, or civil commotion, which is calculated or directed to bring about loss of damage in order to further political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
6. Terrorist Activity as defined herein:
 - A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
 1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator; or

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- (b) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle; or
 - (b) hostage taking or kidnapping; or
 - (c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and /or biological substances; or
 - (d) the use of radioactive or nuclear agent, material, device or weapon; or
 - (e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm; or
 - (f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal; or
 - (g) the injuring or assassination of any elected or appointed government official or any government employee; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

- B. Any of the activities listed in Section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organisation, association or group affiliated with the perpetrator; or
2. influence, disrupt or interfere with any government related operations, activities or policies; or
3. intimidate, coerce or frighten the general public or any segment of the general public; or
4. disrupt or interfere with a national economy or any segment of a national economy.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3) and/or (4) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event that any part of this clause is found to be invalid or unforeseeable, the remainder shall remain in full force and effect.

6. NUCLEAR ENERGY RISKS EXCLUSION

'This Policy shall exclude Nuclear Energy risks and claims or expenses relating thereto, whether preventive, remedial or otherwise.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first and/or third party insurance (other than Workers' Compensation and Employers' Liability) in respect of:

All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site than a nuclear power station.

All Property, on any site (including but not limited to the sites referred to in (I) above used or having been used for:

- a) the generation of nuclear energy or
- b) the production, use or storage of nuclear material.

Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurance shall exclude the perils of irradiation and contamination Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).

Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above provided always that such insurance or insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

The provision of any insurance whatsoever in respect of:

- Nuclear Material;
- Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

The provision of any insurance of the under-noted perils:

- Fire, lighting, explosion
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association; in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Materials as from the introduction of Nuclear Material into such Property.

Definitions:

“Nuclear Materials” means Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other materials; and

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

Any Nuclear Reactor;

Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactors” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

“Production, use or storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

For Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the content thereof, the fuel elements, the control rods and the irradiated fuel store; and for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

“Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

“Nuclear material” as defined above.

“Nuclear fission” means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

“Nuclear fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear waste” as defined above.

“Nuclear fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

“Nuclear explosives” means an explosive involving the release of energy by nuclear fission or fusion or both.

“Nuclear weapon” means a nuclear device designed, used or usable for inflicting bodily harm or property damaged.”

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

7. ADDITIONAL NUCLEAR EXCLUSIONS

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Policy does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear Material, Nuclear Fission or Fusion, Nuclear Radiation, Nuclear Waste from the use of Nuclear Fuels, Nuclear Explosives or any Nuclear Weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly 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.

Definitions:

“Nuclear Material” as defined in NMA 1975(A).

“Nuclear Fission” means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

“Nuclear Fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear Radiation” means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear Waste” as defined in NMA 1975(A).

“Nuclear Fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

“Nuclear Explosives” means an explosive involving the release of energy by nuclear fission or fusion or both.

“Nuclear Weapon” means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

8. SANCTIONED TERRITORIES EXCLUSION

It is hereby understood and agreed that the coverage provided by this policy or under any binder, certification of insurance or other evidence of insurance shall be null and void and the Company is not liable to make any payments for liability under any coverage section for any loss or claim arising out of the aforementioned proposed coverage where the insured or any beneficiary/(ies) are the subject of laws' regulations, an embargo or other form of economic sanction that would prohibit the Company or an Insurer from providing such coverage or transacting business with the Insured or beneficiary/(ies).

Further, no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws or regulations governing this policy, the Insured or any beneficiary(ies).

The Company shall be deemed to provide No cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company and/or its reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

9. RADIOACTIVE CONTAMINATION EXCLUSION

This insurance does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2) the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Subject otherwise to the terms, exceptions and conditions of the Policy.

10. COMPUTER LOSS GENERAL EXCLUSION

Notwithstanding any provision of this Policy including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this policy does NOT cover:

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- any legal liability of whatsoever nature;
- any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all,

- To treat any date as the correct or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or 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 data 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;
- to capture, save, retain or to process any data as a result of the action of any computer virus, or other corruption, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes 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 the property of the Insured or not.

Special Extension to the above General Exclusion

- A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in B below or indemnified by the Glass, Employer's liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by the General Exclusion.
- B) The special perils that are NOT excluded for the purpose of this special extension are damage caused by :
- (i) Cyclone, hurricane, tempest, flood, storm, wind, water, hail or snow excluding damage to property
- arising from its undergoing any process necessarily involving the use or application of water;
 - caused by tidal wave originating from earthquake or volcanic eruption;
 - in the underground workings of any mine;
 - in the open (other than building structures and plant designed to exist or operate in the open);
 - any structure not complexly roofed;
 - being retaining walls;

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- (ii) Aircraft and other aerial devices or articles dropped therefrom;
- (iii) Impact by animals, trees, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

11. POLLUTION/CONTAMINATION EXCLUSION

This insurance shall not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

(1) This exclusion does not apply if such loss or damage arises as a direct consequence of

a) the following perils, if covered under this Policy

- fire, lightning, explosion, impact of aircraft
- vehicle impact, sonic boom
- accidental escape of water from any tank apparatus or pipe
- riot, civil commotion, malicious damage
- storm, hail
- flood, inundation
- earthquake
- landslide, subsidence
- snow pressure, avalanche
- volcanic eruption

or

b) a physical damage of the type insured by the original policy which occurred on the insured premises.

If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.

(3) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

12. PREMIUM PAYMENT - 60 DAYS

It is hereby declared and agreed the total premium payable for this policy shall be paid to this Company within sixty (60) days from the inception date of this policy (or the renewal date of this policy in case same is renewed).

In the event of non-payment of the premium or a part of it within the above delay, the guarantee provided under this policy will be suspended 20 days after sending of a notice 'mise en demeure' by registered letter and the contract terminated 10 days after the aforesaid period.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

If payment is effected after the guarantee has been suspended but before cancellation of the contract the policy is revived as from noon next day.

13. OFFSETTING OUTSTANDING PREMIUM DUE

The Company shall have the right to offset any premium which the Insured has not yet paid from any claims payment due to the Insured.

14. TRANSMISSION AND DISTRIBUTION LINES EXCLUSION

This Policy does NOT cover loss or damage to all transmission and distribution lines, including wires, cables, poles, pylons, standards, towers and any equipment or any type which may be attendant to such installations, including substations of any description. This exclusion includes but is not limited to transmission or distribution of electrical . power telephone or telegraph signals, and all communications signals whether audio or visual.

This exclusion applies to above ground equipment which are more than 150 metres (or 500 feet) from an insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.

It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages to the extent that these are incorporated in and endorsed on the Policy are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

15. 72 HOURS CLAUSE

As regards losses arising from Cyclone, Storm, Tempest, Flood, Tidal Wave, Subsidence or Landslip, Earthquake &/or Volcanic Eruption, Riots, Strikes, Civil Commotions and Malicious Damage (whether or not such losses are actually paid because of the coverage afforded by this Policy), for the purposes of this Insurance the term `event' shall be understood to mean:

“All such losses sustained by the Insured which occur during any one period of 72 consecutive hours which arise from one of the perils stipulated above.”

The Insured may elect the moment from which the period of 72 hours shall be deemed to commence. No period of 72 hours may commence earlier than the date and time of the happening of the first recorded individual loss to the Insured (in respect of the claim under consideration) nor prior to the inception of this insurance.

16. ASBESTOS EXCLUSION

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

form or quantity, provided that the loss or the losses are caused or contributed by the hazardous nature of asbestos.

17. CHEMICAL OR BIOLOGICAL EXCLUSION

This Policy shall NOT cover any claim in respect of accidental death or injury, arising out of Chemical or Biological substances.

18. GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION

This Policy does not cover any liability for

- a) **personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants;**
- b) **the cost of removing, nullifying or cleaning up pollutants;**
- c) **fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.**

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- 1) **arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and**
- 2) **is indemnified in not more than one annual period of original insurance.**

For the purposes of this clause, pollutants means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

19. SEEPAGE AND POLLUTION EXCLUSION

This policy excludes all claims in respect of liability incurred by any original assured for seepage, pollution or contamination

- (a) on or over land waters unless caused by a sudden event or insured on a sudden and accidental basis;
- (b) caused by disposal or dumping of waste.

20. GENERAL EXCEPTIONS

This Policy does not cover:

- 1. **any accident, loss, damage or liability directly or indirectly caused by or arising from or contributed to by or aggravated by:**

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MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, riots or civil commotion, conspiracy, military or usurped power, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority
 - b) subterranean fire
 - c) nuclear weapons material
 - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self sustaining process of nuclear fission
 - e) wilful act or wilful negligence of the Insured or of his representatives
 - f) cessation of work whether total or partial
2. any liability which attached by virtue of an agreement but which would not otherwise have attached
 3. any act of any person acting on behalf or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence
 4. Liability for
 - a) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Mauritius
 - b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Mauritius

21. CYBER RISK EXCLUSION CLAUSE

Property damage covered under this insurance is understood as direct physical loss or damage. Physical Loss or Damage in this context does not include loss of or damage to data or software, particularly all detrimental alterations of data, software or computer programs caused by erasure, corruption or distortion of the original form. Subsequently, the following are excluded from the insurance:

- (i) Data or software damage, particularly every detrimental alteration of data, software or computer programs caused by erasure, corruption or distortion of the original form as well as the resulting business interruption loss. However, cover is provided for data or software damage as a direct result of Fire, Lightning, Explosion, Water Damage, Storm, Tempest and/or Earthquake.
- (ii) Losses due to a limitation of function, availability, options or access of data, software or computer programs and the resulting business interruption.

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

22. ELECTRONIC DATE RECOGNITION EXCLUSION CLAUSE

- (1) This Policy does not cover any loss, damage, liability, cost, claim or expense, whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to
- (a) the calculation comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
 - (b) any change, alteration or modification involving the date change to the year 2000 or another date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not
 - (c) This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense. However, this section shall not apply in respect of physical damage not otherwise excluded occurring at the Insured's premises which itself results from a defined peril insured by the Policy.
- (2) Notwithstanding (1) above, this Policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit device in computer or non-computer equipment whether the property of the insured or not.
- (3) The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purpose of the Policy.

23. INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon

24. POLITICAL RISK EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- 2) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawful constituted authority;
- 3) Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, 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 state of siege;
- 4) Plundering, looting, war pillage in connection with riots and/or civil commotion;
- 5) Any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3), (4) and/or (5) above. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by the insurance the burden of proving the contrary shall be upon the Insured.

25. TERRORISM EXCLUSION (ENGINEERING) CLAUSE

The insurance provided under this Policy shall not apply to the following: Any loss, cost or expense arising out of or related to, whether, directly or indirectly, any "Terrorist Activity", as defined herein. This exclusion applies

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

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- (A) **“Terrorist Activity”** shall mean any deliberate, unlawful act that:
- 1) is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 - 2) includes, involves, or is associated with the use of threatened use of force, violence of harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - a) promote or further any political, ideological philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organisation, association or group affiliated with the perpetrator;
 - b) influence, disrupt or interfere with any government related operations, activities or policies;
 - c) intimidate coerce or frighten the general public or any segment of the general public; or
 - d) disrupt or interfere with a national economy or any segment of a national economy; or
 - 3) includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - b) hostage taking or kidnapping
 - c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon; For the purpose of (c) “contamination” means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
 - d) The use of radioactive or nuclear agent, material, device or weapon;
 - e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;
 - f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - g) the injuring or assassination of any elected or appointed government official or any government employee;
 - h) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- (B) Any of the activities listed in section A (3) above shall be considered Terrorist Activity except, where the Insured can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated in whole or in part to any intention to:

MAURITIAN EAGLE INSURANCE COMPANY LIMITED

FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS INSURANCE POLICY

- 1) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organisation, association or group affiliated with the perpetrator;
- 2) influence, disrupt or interfere with any government related operations, activities or policies;
- 3) intimidate, coerce or frighten the general public or any segment of the general public; or
- 4) disrupt or interfere with a national economy or any segment of a national economy.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3) and/or (4) above. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event that any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

26. TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of:

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. For the purpose of (a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

27. MOLD EXCLUSION

"This Policy does not insure loss or damage by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed."

MAURITIAN EAGLE INSURANCE COMPANY LIMITED
FIRE AND ALLIED PERILS INCLUDING CONTRACTORS ALL RISKS
INSURANCE POLICY

28. INFORMATION TECHNOLOGY HAZARDS EXCLUSION

- It is hereby declared and agreed that this Policy excludes any loss or losses (bodily injury or damage to property) arising directly or indirectly, out of, or in any way involving an original insured's 'intranet' operations'.

This exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions and warnings, and which is also reproduced on its site. Coverage does not include bodily injury or property damage arising out of any other advice or information located on the site that is used for the purpose of attracting customers.

"Internet Operations" means the following:

- a) Use of electronic mail system by the Insured's employees, including part-time and temporary staff, and others within the Insured's organisation;
- b) Access through the Insured's network to the worldwide web or a public internet site by the Insured's employees,
including part-time and temporary staff and others within the Insured's organisation;
- c) Access to the Insured's intranet (meaning internal Company information and computing resources) which is made available through the worldwide web for the Insured's customers or others outside the insured's organisation; and
- d) The operation and maintenance of the Insured's web site.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

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