



POLICY HANDBOOK

HOME INSURANCE



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HOW TO GET HELP

CLAIMS	GETTING READY TO CLAIM
<p>If you suffer a loss or damage or wish to make a claim under your policy:</p> <ul style="list-style-type: none"> • Notify immediately • In case of theft or burglary, please inform the police immediately • Submit full particulars of your claim in writing within 15 days <p>Please refer to Claims Procedure (Page 21) for more information</p>	<p>Having the right information at hand when you're submitting a claim will help us to get things moving quickly. Here's what's likely to be useful:</p> <ul style="list-style-type: none"> • Your policy number • Photos of damaged or lost property. For damaged buildings, it is helpful to have close up and distance shots to see the damage in detail, the wider context and location. • Receipts, quotes or invoices, where appropriate • Estimated size of the affected area: the approximate size or area of the damaged building, room or flooring/carpet.

IMPORTANT CONTACTS

Claims department



207 5500



nmc@mua.mu



Police

999



Fire Services

115



Ambulance/SAMU

114



HOW TO MAKE A COMPLAINT

MUA is committed to providing its customers with quality products and the highest standards of service. In case you feel you are not satisfied with one of our products or the service you have received, please follow these simple steps:

Step #1:

Kindly contact the department dealing with your query in order to find a possible solution.

Step #2:

If you are still not satisfied with the response obtained, make a written complaint to our Customer Care team, with as much detail as possible:-

- the nature of complaint;
- summary of the main facts;
- dates of occurrence/(s);
- Insurance Policy No. (where applicable);
- name of Insured/policy holder;
- name of complainant;
- address & contact number;
- and other relevant details and supporting documents, where appropriate.

In accordance with the Ombudsperson for Financial Services Act 2018, please note that complaints should be sent by email to complaints@mua.mu or by post to the following address:

Customer Care

MUA

4 Léoville L'Homme Street

Port Louis

Mauritius

Complaints process

- We will contact you by telephone upon receipt of your complaint to obtain any additional information required.
- We will respond to your complaint as per our established guidelines, in line with the applicable legal and regulatory obligations.

Step #3:

Should you not be satisfied after receiving MUA's final response, you may refer your complaint to the Office of the Ombudsperson for Financial Services. The complaint must be made in writing and sent by email to ombudspersonfs@myt.mu or by post to the following address:

The Office of Ombudsperson for Financial Services

8th Floor, SICOM Tower

Wall Street

Ebene

You may refer to the following website for more information on the procedures established by the Ombudsperson for Financial Services Act 2018:

<https://www.bom.mu/about-bank/legislations/ombudsperson-financial-services-act-2018>



GENERAL DEFINITIONS

This Policy is governed by “Livre III Titre Douzième Chapitre 3ème of the Mauritius Civil Code” except to the extent that the Articles mentioned in Article 1983 - 12 are varied by Terms and Conditions herein.

<p>1. The Company The Mauritius Union Assurance Cy. Ltd</p> <p>2. The Certificate The Certificate of Insurance delivered to the Insured by the Company in connection with this Policy.</p> <p>3. The Special Conditions The Special Conditions which are indicated in the Certificate.</p> <p>4. The Period of Insurance The Period stated in the Certificate.</p> <p>5. Premises The Premises described in the Certificate.</p> <p>6. Excess The first amount of each and every loss or damage that must be borne by the Insured.</p>	<p>JURISDICTION</p> <p>This Policy shall be governed by the Laws of Mauritius whose Courts shall have exclusive and final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the original insurance, the liability of the Company to indemnify the Insured in such event shall be limited to judgements delivered or obtained by a Court of competent jurisdiction within Mauritius.</p> <p>APPLICATION OF SECTIONS COVERED</p> <p>Cover in respect of any of Sections A to D hereunder shall not apply unless specifically covered in the Policy Certificate or in the Special Conditions thereto.</p>
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DEFINITIONS

1. Premises

Unless otherwise defined in the Certificate, Premises shall mean Residences and/or Outbuildings

2. Residences

The private residence including landlord's fixtures and fittings and their walls, gates and wooden or metal fences around and pertaining thereto, owned by the Insured or for which he is legally responsible at the Situation stated in the Certificate.

3. Outbuildings

Garages, servants quarters and any other outbuildings at the Situation stated in the Certificate unless specifically excluded from the insurance.

4. Contents

The household goods, valuables, personal effects and tenant's fixtures and fittings, the property of the Insured or for which he is responsible or of any member of the Insured's family permanently residing with him, whilst contained in the Residence/s &/or Outbuilding/s specified in the Certificate, EXCLUDING

- (a) motor vehicles, caravans, trailers and accessories, livestock, coins, medals, cash, currency notes, stamps, bank notes, deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, documents of any kind.
- (b) any part of the Residences and Outbuildings including ceilings, wall papers, tiles, landlord's fixtures and fittings
- (c) (i) any one curio, picture or other work of art, stamp or coin collection, article of gold silver or other precious metal, jewellery or fur, exceeding Rs.15,000 in value unless specially agreed.
(ii) In respect of any other Item Rs 25,000 – in value unless specially agreed.

5. Insured Perils

The Insured Perils indicated in the Certificate Excluded Perils

6. Excluded Perils

The Perils which are not shown as Insured Perils in the Certificate.



PERILS

WHAT IS COVERED	WHAT IS NOT COVERED
 <p>Fire & Lightning Fire (whether resulting from Explosion or otherwise), Lightning</p>	<p>Refer to General Exceptions Section</p>
 <p>Cyclone and Flood Cyclone shall mean: 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.</p> <p>Flood shall mean:</p> <p>(a) (i) The overflowing or deviation from their normal channels of either natural or artificial water courses and</p> <p>(ii) Any flow or accumulation of Water on the ground except</p> <p>(iii) 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.</p> <p>(b) Overflowing of guttering and down pipes, except if caused by, or attributable to</p> <p>(i) a Cyclone;</p> <p>(ii) any obstruction or other defect due to faulty construction and/or installation and/or lack of proper care and maintenance;</p> <p>(c) Bursting or overflowing of Municipal or other public water supply.</p>	<p>(a) Loss or damage by Cyclone, Hurricane, Storm, Tempest and Tidal Wave</p> <p>(i) to exterior signs, exterior aeries, conservatories, glass houses, greenhouses, loggias, pergolas, canopies, gates, 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.</p> <p>(ii) to exterior paintwork, waterproofing treatment unless the building insured is so damaged by the Perils insured as to require repair or replacement.</p> <p>(iii) to property in the open or in open premises or in verandas or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded).</p> <p>(iv) to Premises or structures under construction, reconstruction, repair, renovation, demolition, installation, erection or assembly.</p> <p>(b) Loss or damage by Flood and inundation caused by subsidence or landslip</p> <p>(c) Loss or damage by Flood</p> <p>(i) to property in the open or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded)</p> <p>(ii) to gates, fences, walls or roads.</p> <p>(d) (i) Loss or damage by 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.</p> <p>(ii) 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.</p> <p>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.</p> <p>Also refer to General Exceptions Section</p>



PERILS (Continued)

WHAT IS COVERED	WHAT IS NOT COVERED
 <p>Riot, Strikes, Lock Outs and Malicious Damage</p> <p>Riot shall mean: Any act, not excluded in the General Exceptions of this Policy, committed in the course of a disturbance of the Public peace by any person taking part together with others in such disturbance or any action taken by any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of such act.</p> <p>Strikes, Lock-outs shall mean: Any willful act, not excluded in the General Exceptions of this Policy, of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or any action taken by any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of such act.</p> <p>Malicious Damage shall mean: The malicious act, not excluded in the General Exceptions of this Policy, of any person excluding malicious acts performed in connection with Theft, Burglary or House-breaking.</p>	<p>Refer to General Exceptions Section</p>
 <p>Earthquake Earthquake, Volcanic Eruption and Tsunami caused thereby.</p>	<p>Refer to General Exceptions Section</p>
 <p>Burglary Burglary, Housebreaking or any attempt thereof Burglary, Housebreaking shall mean: The act of theft occasioned by or following upon forcible and violent entry of or exit from the Premises.</p>	<p>Refer to General Exceptions Section</p>
 <p>Impact Impact with any of the Premises by: (a) horses or cattle or any road or rail vehicle not belonging to or owned by the Insured or any member of his family or household. (b) aircraft and other aerials devices or articles dropped from them.</p>	<p>Refer to General Exceptions Section</p>
 <p>Explosion Explosion other than that excluded under General Exceptions</p>	<p>Refer to General Exceptions Section</p>



PERILS (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
 <p>Burglary and Theft Burglary, which shall mean loss or damage following actual visible and violent entry to or exit from the Buildings or any attempt thereat; Theft, Larceny or any attempt thereat only when the Buildings or any part thereof is not lent, let by the Insured or sub-let.</p>	<p>Theft from any outbuilding not directly communicating with the Insured's Residence, from any laundry or other trade premises or office</p> <p>Also refer to General Exceptions Section</p>
 <p>Subsidence Collapse Landslide or Ground Heave Loss or damage directly caused by: Subsidence, Collapse, Landslide or Ground Heave of the site upon which the Premises stand</p>	<p>(a) loss destruction or damage due to or arising from any work of demolition, building or rebuilding, or reconstruction of the insured premises, or any adjacent or contiguous premises or installation, or from loading being placed upon the buildings.</p> <p>(b) destruction or damage resulting from or attributable to any subsidence, collapse, landslide or ground heave which occurred prior to the commencement of this insurance.</p> <p>(c) loss or damage due to any coastal erosion.</p> <p>(d) any claim for which compensation has been provided under any contract or legislation.</p> <p>(e) consequential loss of any kind or description (except where otherwise stated)</p> <p>Also refer to General Exceptions Section</p>
 <p>Bursting or Overflowing Loss or damage directly caused by accidental Bursting or Overflowing of water tanks, apparatus or pipes at the Premises.</p>	<p>Also refer to General Exceptions Section</p>
<p>All Perils</p>	<p>Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather. Loss or damage by an Excluded Peril</p> <p>Also refer to General Exceptions Section</p>

COVER

THE COMPANY WILL INDEMNIFY THE INSURED AGAINST

Loss or damage to the Residences, Outbuildings, Contents and other Property described in the Certificate by any of the Insured Perils occurring at any time during the Period of Insurance

SUBJECT to the Excess(es) (if any) indicated in the Certificate or Special Conditions. The Excess applies in addition to any other Excess already imposed.

The Amount payable for each and every claim shall not exceed the relevant Sums Insured as specified in the Certificate.



BASIS OF INDEMNITY - BUILDINGS

In the event of the Buildings, defined herein as Residences and Outbuildings, insured under this Policy being destroyed or damaged by any Peril hereby insured against, the basis upon which the amount payable in respect of such destruction or damage is to be calculated shall be the cost of replacing or reinstating the building destroyed or damaged.

Provided always that:

- (a) For the purpose of this Clause the work of reinstatement shall mean the carrying out of the aforementioned work, namely:
- (i) Where Building is destroyed, the rebuilding in a condition equal to but not better or more extensive than its conditions when new.
 - (ii) Where the Building is damaged, the repair of the damage and the restoration of the damaged portion of the Building to a condition substantially the same as but not better or more extensive than its conditions when new.
- (b) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Policy if this Clause had not been incorporated therein shall be made.
- (c) When any building insured under this Policy is damaged or destroyed in part only, the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (d) No payment beyond the amount which would have been payable under the Policy if this Clause has not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (e) Each Building insured under the Policy is declared to be separately subject to the following Condition of Average, namely:
 "If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the Building had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such building by any other Peril hereby insured against, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly".
- (f) No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any destruction or damage to any building insured hereunder such Building shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- (g) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this Clause had not been incorporated therein.

SPECIAL PROVISION – THATCHED ROOFS

In the event of loss or damage caused by Cyclone in respect of thatched roofs the measure of indemnity shall be subject to the following depreciation scale:

PERIOD SINCE NEW	INDEMNITY (Percentage of New Replacement Value)
Up to 5 years	100 %
Over 5 years to 8 years	60 %
Over 8 years to 10 years	30 %
Over 10 years	10 %



BASIS OF INDEMNITY - CONTENTS

In the event of loss or damage, the Company will pay the cost of replacement of the item(s) lost or damaged with no deduction for wear and tear and depreciation, subject to the Sum Insured representing the full cost of replacement of all household goods. This basis of indemnity shall not apply to clothing and personal effects.

REINSTATEMENT BUILDINGS & CONTENTS

The insurance is automatically reinstated after any claim and the Sum Insured shall not be reduced by any claim, save in case of total loss of any insured property

ELECTRICAL EXTENSION

This insurance also covers 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. Provided always that the amount payable by the Company under this extension shall in no case exceed the amount specified in the Certificate and subject to the Exclusions described below:

- loss or damage to the insured items due to causes such as defects in casting and materials, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness
- any dismantling costs
- loss or damage to electronic equipment unless surge protectors and/or Uninterrupted Power Supply have been installed.

EXTENSIONS UNDER SECTIONS A & AA (RESIDENCES)

1. BREAKAGE OF GLASS AND SANITARY FIXTURES

Accidental breakage of fixed glass in windows, doors, fanlights or skylights and roofs, sanitary fixtures forming part of the Residences and Outbuildings excluding

- loss or damage whilst the Residences are insufficiently furnished
- damage to framework
- the first Rs1,000 of each and every claim

2. LOSS OF RENT AND COST OF ALTERNATIVE ACCOMMODATION

Loss of rent and / or the cost of the reasonable alternative short-term accommodation, up to twelve months and up to but not exceeding 10% of the Sum Insured on the Residence(s) and Outbuilding(s), **whilst the Residence(s) and Outbuilding(s) are rendered uninhabitable by any of the Perils insured but only for the necessary reinstatement period provided that the reinstatement or repairs works are carried out without delay.**

3. REBUILDING COSTS

Costs necessarily incurred by the Insured in respect of the following as a result of loss or damage caused by any of the Insured Perils:

- Architects', Surveyors and Consulting Engineers' fees
- Demolition, debris removal or the erection of pavement hoardings during re-building operations.

- Costs to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority
Up to and not exceeding 10% (ten per cent) of the Sum Insured of the Residences and Outbuildings

4. REPLACEMENT LOCKS

Costs necessarily incurred but not exceeding Rs 5,000 in all for replacement locks to external doors and alarms following loss of keys by the Insured or as a consequence of Burglary

5. CONTRACTING PURCHASER

If at the time of destruction or damage by an Insured Peril defined above to a Residence hereby insured, the Insured shall have contracted to sell his interest in such Residence and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Company under this Policy up to the date of completion.



EXTENSIONS UNDER SECTIONS A & AA (CONTENTS)

1. CONTENTS AWAY FROM THE RESIDENCES

Loss or damage to the Contents directly caused by the Insured Perils, as defined above,

- (i) whilst in any private residence in which the Insured or any member of his household may be temporarily residing at the time of loss or damage;
- (ii) whilst temporarily removed from the Residences into any occupied private residence or deposited for safe custody in any hotel or bank.

2. LOSS OF CASH

Loss of cash, currency notes, bank notes and stamps following BURGLARY of the Residences up to but not exceeding Rs 2,500

3. BREAKAGE OF GLASS MIRRORS AND SANITARY FIXTURES

Accidental breakage of sanitary fixtures and fixed glass in windows and doors not recoverable under Section A of the Policy and accidental breakage of mirrors and plate glass tops to furniture or fixed glass forming part of any article of furniture excluding

- (a) damage to framework
- (b) the first Rs1,000 of each and every claim.

4. LOSS OF RENT AND COST OF ALTERNATIVE ACCOMMODATION

Loss of rent and the reasonable additional cost of alternative accommodation, both up to twelve months and up to but not exceeding 10% (ten per cent) of the Sum Insured on the Contents, whilst the Residences are rendered uninhabitable by any of the Perils insured but only for the necessary reinstatement period.

5. FATAL INJURY TO INSURED AND INSURED'S SPOUSE

Fatal injury to the Insured or the Insured's spouse occurring in the Residences and Outbuildings occasioned by outward and visible violence caused by thieves during a BURGLARY or following an outbreak of FIRE in the Buildings, provided that within three calendar months of such injury and that during the Period of Insurance the total of amounts payable by the Company following such death shall be Rs 100,000 or one half of the Sum Insured on Contents at the situation where the injury occurred, whichever is the lesser amount.

6. DAMAGE TO RADIO, TV SETS, VIDEO, HI-FI EQUIPMENT, COMPUTERS AND PERIPHERAL

Accidental damage (other than by mechanical or electrical breakdown or derangement) to radio, television sets, video and Hi-Fi equipment, indoor aerials, computers and peripheral up to but **not** exceeding the Sum Insured expressed thereon and excluding chipping, denting and scratching.

7. ADDITIONAL CONTENTS EXTENSION CLAUSE

The Insurance hereby extends to property purchased or acquired and not yet declared as insured hereunder, for a total amount not EXCEEDING 10%(ten per cent) of the Sum Insured under this section, PROVIDED THAT

- (a) This extension shall only apply to additional property as defined and not to appreciation in value of existing property.
- (b) The Insured shall notify the Company of each such additional insurance required within SEVEN DAYS of the purchase or acquisition of the additional property and shall pay the appropriate additional premium due thereon from the date of inception of such additional insurance and must produce original receipts on request.
- (c) The Company will not be liable for more than Rs 10,000 in respect of any one item.



Your Policy Schedule & Summary

Cover hereunder shall not apply unless specifically covered in the Policy Certificate or in the Special Conditions thereto

Pipes and Drains

We will pay the costs following Bursting of pipes, drains, water or sewerage connections to your Building, up to the amount shown in your Policy Schedule.

Exclusions applicable to Pipes and Drains

- a) The Excess as shown in the Policy Schedule.
- b) Cost of maintenance.
- c) Cost of repairing normal blockages.
- d) Damage caused by wear and tear and gradual deterioration.
- e) Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your Building.
- f) Damage caused by or from demolition, alteration or repair to your Building.
- g) Damage caused by faulty and/or defective design, workmanship or materials.

Contents Outside

We will pay, up to the amount shown in the Policy Schedule, for loss of or damage to Contents outside your private dwelling but, within the boundaries of the land on which YOUR Private Dwelling stands, by the any of the Insured perils shown in Policy Schedule.

Exclusions applicable to Contents Outside

- a) The Excess as shown in the Policy Schedule
- b) Loss or damage caused by Cyclone, Hurricane, Storm, Tempest and Tidal Wave or Flood
- c) Loss of or damage to valuables, money or jewellery.
- d) Contents in or on motor vehicles, caravans, trailers or motorcycles.
- e) Trees, plants and shrubs.



ADDITIONAL BENEFITS

Cover in respect of these Benefits shall not apply unless specifically mentioned in the Certificate

1. MODIFICATION COSTS – APPLICABLE TO SECTION A (RESIDENCES)

Should the Insured and/or Insured's wife/husband/children permanently residing with him/her become permanently disabled as a result of an accident during the Period of Insurance, The Company will pay for all necessary expenses in respect of Costs of Modification required to the Insured's Residence up to the Limit indicated in the Certificate for the Period of Insurance to ease the day to day of the Insured and/or Insured's wife/husband/ children permanently residing with him/her.

'Permanently Disabled' means:

- Permanent physical severance at both ankles or permanent total loss of use of both legs or feet ; or
- Permanent physical severance at both wrists or permanent total loss of use of both arms or hands ; or
- Total and irrevocable loss of sight in both eyes.

2. BOARDING UP COSTS – APPLICABLE TO SECTION A (RESIDENCES)

Cost of boarding-up or otherwise securing of the Residence damaged as a result of Cyclone/Flood or Burglary Insured Peril where applicable until such time as permanent repairs are effected up to the Limit indicated in the Certificate for the Period of Insurance.

3. FOOD SPOILAGE – APPLICABLE TO SECTION A (CONTENTS)

Food or wine while contained in a refrigerator or freezer which spoils due to changes in, or extremes of, temperature caused by:

- Off premises power interruption ;
- Interruption of premises power supply ; or
- Mechanical or electrical breakdown of refrigeration equipment

This coverage applies to spoilage which occurs at the Insured's premises. This payment does not increase the amount of coverage for the Contents. The maximum Limit payable for the Period of Insurance is indicated in the Certificate with an excess of 10% of each and every claim.

Exclusions:

Loss or damage resulting from a deliberate act or neglect by the Insured or his/her family

Loss or damage due to deliberate act of power supply authority or the withholding or restricting of power by the authority.

4. TRACE AND ACCESS – APPLICABLE TO SECTION A (RESIDENCES)

The Company will pay reasonable costs and expenses incurred with the Company's consent

1. in locating the actual source of damage and
2. any repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe, provided such damage is insured by this Section.

The Company will not be liable under this Special Condition for the additional cost of repairs to any fixed domestic water services.

The Company will not indemnify the Insured in respect of costs or expenses incurred where damage results solely from a change in the water table level.

The maximum the Company will pay in any one Period of Insurance is the amount indicated in the Certificate.



DEFINITIONS

1. Valuables

Jewellery, articles of gold, silver or other precious metal, watches, furs, cameras and binoculars.

2. Personal Effects

Wearing apparel and other personal articles worn, used or carried, other than Valuables, money, mechanically propelled vehicles, pedal cycles, watercraft, caravans, trailers, animals, camping equipment, contact lenses, cheques, stamps and documents.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The Company will indemnify the Insured against any loss or damage to</p> <ol style="list-style-type: none"> 1. Valuables or Personal Effects belonging to the Insured or to members of his family permanently residing with him. 2. The other items specified in the Certificate occurring Anywhere in the World and at any time during the Period of insurance SUBJECT to the Excess(es) mentioned in the Certificate or Special Conditions. 	<p>The Company shall not be liable for</p> <ol style="list-style-type: none"> (i) Depreciation in value or any process of cleaning dyeing bleaching restoring altering repairing wear and tear or any other gradually operating cause or inherent vice or defect damp mildew or rust moth vermin or insect. (ii) Mechanical electronic or electrical breakdown failure breakage or derangement. (iii) Breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by thieves or fire. (iv) Theft when the property or any part thereof is in any unattended motor vehicle unless entry to such vehicle has been gained by violent and forcible means. (v) Confiscation, requisition or detention by customs or other Government officials or authorities. <p>Also refer to General Exceptions Section</p>

ADDITIONAL PROPERTY EXTENSIONS CLAUSE

The Insurance hereby extends to property purchased or acquired and not yet declared as insured hereunder, for a total amount not EXCEEDING 10% (ten per cent) of the Sum Insured under this Section, PROVIDED THAT

(a) This extension shall only apply to additional property as defined and not to appreciation in value of existing property.

(b) The Insured shall notify the Company of each such additional insurance required within SEVEN DAYS of the purchase or acquisition of the additional property and shall pay the appropriate additional premium due thereon from the date of inception of such additional insurance and must produce original receipts on request.

(c) The Company will not be liable for more than Rs 10,000 in respect of any one item.



THE AMOUNT PAYABLE SHALL NOT EXCEED

- (a) in respect of Valuables or Personal Effects insured collectively - Rs. 10,000.- for any one article.
- (b) in respect of any one specified item in the Certificate - the Sum Insured thereon.

PROVISIONS UNDER SECTION B

1. Pairs and Sets

Where any item consists of articles in a pair or set, this insurance is not to pay more than the value of any particular part or parts which may be lost, without special reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

2. Jewellery Inspection

Where any item of jewellery exceeds Rs. 10,000.- in value it is a condition of this Policy that it shall be examined by a competent jeweller before the insurance attaches.

3. Contact Lenses

If contact lenses are insured as a separate item of this Section the Insurance provided as far as contact lenses are concerned is restricted to total loss only, always subject to Provision 1 above.

4. Claim Settlement

Subject to the Limit(s) of the Sum(s) Insured any loss or damage shall be settled or the lost or damaged item(s) replaced or repaired on the basis of the market value of the property at the time of the loss or damage.

5. Reinstatement

If the Company elects to reinstate or replace any property, the Insured shall at his own expense produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

6. Automatic Reinstatement of Sum Insured

It is agreed that in the event of loss or damage by the perils &/or causes hereby insured to the property &/or item insured and in the absence of written notice by the Company or by the Insured to the contrary, the amount of insurance cancelled by such loss is to be automatically reinstated from the date of the loss, the Insured undertaking to pay such necessary premium calculated in accordance with the amount for which reinstatement was required and the period, up to expiry, for which such amount was reinstated.



DEFINITIONS

1. Insured

- (a) Includes the Insured's wife/husband permanently residing with him/her
- (b) Any other person on behalf of whom the insured declares that he is acting and includes that other person's wife/husband permanently residing with that other person.

2. Related Insured

- (a) Any person for whose acts or omissions the Insured is civilly responsible
- (b) Includes, if not already coming within paragraph (a), the ascendants and descendants or other relatives of the Insured permanently residing with him, but only in respect of liability arising from an occurrence within the Insured's Premises.

3. Insured Occurrences

The Insured Occurrences indicated in the Certificate and more specifically described in "Occurrences Description"

4. Excluded Occurrences

The Occurrences not shown in the Certificate

5. Bodily Injury includes disease

6. Damage To Property

Includes loss of property and any consequential loss stemming directly from damage to physical property

7. Events

Any claim made by a third party against the Insured or against any Related Insured as a result of an Occurrence within the Territorial Limits during the Period of Insurance and which could give rise to the Company's obligation of indemnity under the Policy.

8. Limits of Indemnity

Such Limits in respect of any one event and in the aggregate in respect of all events occurring during any one Period of Insurance as specified in the Certificate.

9. Legal Costs

Subject to the Exclusions of this Section all costs and expenses resulting from any suit, inquest or proceedings instituted in relation to an event.

10. Territorial Limits

Mauritius and dependencies

OCCURRENCES DESCRIPTIONS

B1 Basic Cover

Any occurrence other than those indicated in the exclusions of the Policy and/or Certificate and excluding Occurrences B2 to B8 hereunder. Subject that the Insured takes all reasonable steps to comply with applicable statutory requirements obligations and regulations imposed by any authority.

B2 Products Liability

Any goods or products (including food and drink) manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured but ONLY after such goods have ceased to be in possession or under the control of the Insured. Subject that the Insured takes all reasonable steps to comply with applicable statutory requirements obligations and regulations imposed by any authority

B3 Food and Drink Poisoning

Poisoning by, or foreign or deleterious matter in, food or drink consumed in or about the situation/s indicated in the Certificate. Subject that the Insured takes all reasonable steps to comply with applicable statutory requirements obligations and regulations imposed by any authority

B4 Landlords Liability

Defects in the rented Premises strictly arising from the Insured's liability as Landlord in accordance with Article 1721 of the Code Civil. Subject that the Insured takes all reasonable steps to comply with applicable statutory requirements obligations and regulations imposed by any authority.

B5 Neighbours Risks

Insured's liability towards neighbours strictly arising in accordance with Articles 1382, 1383 and 1384 of the Code Civil. Subject that the Insured takes all reasonable steps to comply with applicable statutory requirement obligations and regulations imposed by any authority.



OCCURRENCES DESCRIPTIONS (CONTINUED)

B6 Tenants Liability

Insured's Liability as Tenants strictly arising in accordance with Articles 1732 to 1735 of the Code Civil.

B7 Coproprietors Liability

Liability of the Syndic and of the Coproprietors of a "Copropriete" for Bodily Injury and Damage to Property in accordance with Article 664-21 of the Code Civil.

B8 Special Extension of Cover

See "Remarks", if applicable, in Certificate

WHAT IS COVERED	WHAT IS NOT COVERED
<p>(i) The Company agrees, subject to the terms and conditions provided herein, and in particular subject to any specific exclusion so provided and to the Limits of Indemnity specified in the Certificate, to pay such sums as the Insured or a Related Insured shall become legally liable to pay as a result of an event in respect of Bodily Injury or Damage to Material Property</p> <p>(a) resulting from any act or omission of the Insured himself resulting from the acts or omissions of a Related Insured</p> <p>(b) caused by any domestic animal belonging to the Insured or Related Insured and so long as the Insured or Related</p> <p>(c) Insured has the use thereof caused by any object of which the Insured or Related Insured has the custody</p> <p>(d) for which the Insured would be responsible as owner, possessor, lessee, holder or occupier of movable or</p> <p>(e) immovable property, and as tenant under articles 1732 to 1735 of the Mauritius Civil Code</p> <p>(ii) The Company shall in addition pay any legal costs incurred with its written consent, subject to and inclusive of the Limits of Indemnity specified in the Certificate.</p> <p>SUBJECT to the Excess(es) mentioned in the Certificate or Special Conditions.</p>	<p>The Company shall not be liable for any liability</p> <p>A. incurred by the Insured or a Related Insured in respect of Bodily Injury or Damage to Property:</p> <p>(i) suffered by the Insured or by a Related Insured</p> <p>(ii) where such bodily injury is sustained by any person in the employment of the Insured or Related Insured under a contract of service or apprenticeship and arises out of and in the course of that employment</p> <p>(iii) where the damaged property belongs to persons other than the Insured or a Related Insured and is in the care, custody or control of the Insured or Related Insured or of a person in the employment of the Insured or Related Insured by virtue of that employment, provided that this exclusion shall not apply in the case of damage to property covered by clause (i) (e) ,</p> <p>(iv) provided that this exclusion shall not apply in the case of damage to property covered by clause (i) (e) arising out of the presence on the Insured's Premises of motor vehicles belonging to third parties</p> <p>(v) arising out of the carrying out by Insured or Related Insured of any profession, occupation, trade or business other than for household residential purposes</p> <p>(vi) where the Insured's or Related Insured's liability for such bodily injury or damage to property has been assumed by the Insured or Related Insured under a separate contract and would not otherwise have attached</p> <p>(vii) arising out of the ownership, possession of, or operation by, the Insured or Related Insured of any registered mechanically propelled or animal-drawn vehicle, any ship, vessel or craft (other than manually propelled), or any aircraft</p> <p>(viii) resulting from a deliberate act or omission of the Insured or of a Related Insured if such injury or damage could reasonably have been expected to result from such act or omission having regard to the nature and circumstances of such act or omission</p> <p>(ix) where the Insured's or Related Insured's liability would, but for the existence of the Policy, be insured by any other contract or contracts of insurance, except in respect of any excess over the amount which would have been payable under such other contract or contracts of insurance had the Policy not been entered into</p> <p>B. For fines, penalties, punitive and exemplary damages Also refer to General Exceptions Section</p>

**SOLELY FOR THE PURPOSE OF THIS SECTION**

“Event” shall be understood to mean each and every accident and/or series of accidents arising out of one occurrence

“Territorial Limits” means Mauritius and dependencies

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The Company agrees that if any household employees or private driver of the Insured shall sustain bodily injury or disease arising out of and in the course of his employment by the Insured as a household employee which injury or disease shall be caused by any Event as defined herein occurring within the Territorial Limits during the Period of Insurance stated in the Certificate or during any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy.</p> <p>The Company will, subject to the terms, exceptions and conditions contained herein or endorsed hereon, indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such injury or disease and in addition pay all costs and expenses incurred with its written consent up the Limit of Liability indicated in the Certificate.</p> <p>In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in terms of this Policy provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms exceptions and conditions of this Section of this Policy in so far as they can apply.</p> <p>The Insurance hereunder is extended to cover the first two weeks of temporary Disablement Benefits</p> <p>SUBJECT to the Excess(es) mentioned in the Certificate or Special Conditions.</p>	<p>The Company shall not be liable under this Section in respect of:</p> <ul style="list-style-type: none"> (a) any injury or disease caused elsewhere than in the Territorial Limits (b) any liability of the Insured which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party (d) any sum that would be payable to an injured employee or to the legal personal representatives of the dependents of the employee in connection with the injury or disease under the National Pensions Act 1976 or under any other existing or future legislation. (e) medical expenses in excess of Rs 4,000 other than medical expenses forming part of an award at Common Law (f) any employee involved in underground mining, underground service works and tunnelling risks <p>Also refer to General Exceptions Section</p>

OCCUPATIONAL DISEASE ACOD - C CLAUSE

Insofar as liability is incurred by the Insured under this Section of the Policy in respect of legal liability for Occupational Disease or Physical Impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event, this Policy shall provide cover on the basis that:

- (a) any one claim in respect of any one employee of the Insured shall be considered individually as one event for the purpose of recovery hereunder and
- (b) the date of the loss occurrence shall be deemed to be the date the Insured is advised of such claim following diagnosis of the Occupational Disease or Physical Impairment by a qualified medical practitioner



SOLELY FOR THE PURPOSE OF THIS SECTION

DEFINITIONS

1. Insured Persons

All persons insured under **Section 3A & 3H of the Certificate**

2. Bodily Injury

Injury which is not expected or designed caused solely by violent accidental external and visible means which injury shall independently of any other cause be the sole cause of any Consequences under **Section 3A or 3H of the Certificate**

3. Consequences

- 1) Death
- 2) Permanent Disablement i.e
 - a) Permanent Total Disablement or
 - b) Loss of Limbs
- 3) Temporary Total Disablement
- 4) Medical Expenses

4. Permanent Total Disablement

Disablement (other than loss of limbs) causing the Insured Person to be permanently bed ridden and/or preventing **him from ever engaging in or giving attention to profession or occupation of any kind**

5. Loss of Limbs

Total and irrecoverable loss of or loss of use of limbs beyond remedy, as set out in the Scale of Compensation.

4. Temporary Total Disablement

Disablement from engaging in or giving attention to any portion of the Insured Person's ordinary occupation.

5. Medical Expenses

Operation fees, cost of medicines surgical appliances hospital nursing home excluding travelling expenses

6. Insured Sources

The Insured Sources indicated in the Certificate.

7. Excluded Sources

The Sources which are not shown as Insured Sources in the Certificate

SOURCES DESCRIPTIONS

D1 BASIC COVER

Any source other than those indicated under the Exclusions of the Policy and/or Certificate and excluding Sources D2 to D7 hereunder.

D2 UNDERWATER FISHING MASK AND SPEAR GUN

Underwater fishing with the aid of mask, snorkel, fins and spear gun, provided authorized by Law.

D3 UNDERWATER FISHING WITH OXYGEN BOTTLES

Underwater fishing with the aid of compressed air or oxygen bottles provided authorized by Law.

D4 WATERSKIING

Water-skiing

D5 HUNTING

Hunting in Mauritius only.

D6 MOTORCYCLING

Motorcycling (whether as driver or passenger).

D7 RIOT

Riot strikes lock-outs labour disturbances excluding taking part in such acts.



SCALE OF COMPENSATION

The scale applicable to Loss of or Loss of Use of Limbs shall be the following

	Percentage of Sum Insured
1. ARM	
at shoulder	60
between elbow and shoulder	50
at elbow	47½
between wrist and elbow	45
2. HANDS & FINGERS	
hand: at wrist	42½
thumb: both phalanges	25
one phalanx	10
any one finger: three phalanges	6
two phalanges	4
one phalanx	2
3. LEG	
at hip	70
between knee and hip	50
below knee	35
4. FOOT & TOES	
foot: at ankle	30
great toe: both phalanges	5
one phalanx	2
any other toe: one or both phalanges	1
5. EYES	
both eyes	100
one eye	30
lens of eye	20
6. EARS	
one ear	7
both ears	12
hearing of one ear	7
hearing of both ears	50

In the event of loss of or loss of use of limbs not mentioned above the percentage of indemnity shall be determined jointly by two qualified medical practitioners one to be appointed by the Insured and the other by the Company. If the two practitioners cannot agree they shall appoint a third practitioner whose decision shall be final.



WHAT IS COVERED	WHAT IS NOT COVERED
<p>If any of the Insured Persons named or described in the Certificate shall within the Territorial Limits and during the Operative Time specified therein sustain Bodily Injury resulting from any of the Insured Sources and shall thereby suffer or sustain any of the Consequences</p> <p>THE COMPANY WILL PAY THE INSURED the Sums Insured specified in the Certificate SUBJECT to the Excess(es) (if any) indicated in the Special Conditions</p>	<p>The Company shall not be liable for any</p> <ol style="list-style-type: none"> 1. Wilful exposure to needless peril (except in an attempt to save human life). 2. Bodily injury resulting from or traceable to <ol style="list-style-type: none"> (a) Physical defect or infirmity in existence prior to the accident (b) Insured Person being under the influence of or being affected (temporarily or otherwise) by intoxicating liquor, drugs (unless administered under the orders of a hospital or a qualified medical practitioner) or insanity or venereal disease (c) Football for or against professional clubs, polo, steeplechasing, mountaineering (with the use of ropes or guides), hunting outside Mauritius, all sports on ice or snow, board or roller skating, any form of wrestling or combat (save in case of self defence), all sports in the air, participating in speed or endurance tests or races of any kind (other than athletics and sailing within the Mauritian coral belt) (d) Childbirth and pregnancy (e) Air travel <ol style="list-style-type: none"> (i) in single engined aircraft (ii) in any unlicensed aircraft (iii) in any aircraft flown by an unqualified pilot (f) Accidental death or injury arising out of chemical and/or biological substances, if not used for peaceful means 3. Disablement due to mental or nervous suffering disorder or illness however caused. 4. Bodily injury sustained by any Insured Person over 65 years old. 5. All claims in respect of any of the insured Medical Expenses covered by any other policy or policies or any type of funds, except for any excess beyond the amount payable by such covers. 6. The Insured Persons participating in riot strikes lock outs labour disturbances. 7. any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immunodeficiency Syndrome or condition of a similar kind howsoever it may be named. <p>Also refer to General Exceptions Section</p>



PROVISIONS

1. Death and Loss of Limbs

Payment in respect thereof is conditional upon the Death or Loss of Limbs occurring within 104 weeks after the date of the injury.

2. Temporary Total Disablement

Payment in respect thereof is limited to 104 weeks from the commencement of the Disablement and is only made after that period when the total amount payable is ascertained.

3. Loss of Limbs

In case of multiple losses of limbs the aggregate percentage payable shall not exceed 100.

4. Several Consequences

Compensation shall not be payable under more than one Consequence, except as regards Medical Expenses which may be paid in addition to any other Consequence.

5. Several Consequences

Upon payment of any claim in respect of Consequences 1,2 (a) or in respect of Consequence 2 (b) where the percentage of indemnity has exceeded 50%, all further liability of the Company shall forthwith cease but only as regards the Insured Person/s in respect of whom such payment has been made.

6. Changes in Risk

The Insured shall give immediate notice in writing to the Company of any change in occupation or residence or of any disease physical defect or infirmity contracted or sustained by any of the Insured Persons during the period of insurance.

7. Medical Examination

The Company shall be allowed at its own expense upon reasonable notice to the Insured to have from time to time a medical examination of any of the Insured Persons or in case of Death upon reasonable notice to have a post-mortem examination of the body.

8. Duty after Accident

Immediately after an accident the Insured Person must follow the advice of a qualified Medical Practitioner.

**COVER****ELECTRONIC EQUIPMENT – MATERIAL DAMAGE**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The Company hereby agrees with the Insured that if the items (or any part thereof) entered in the Certificate, whilst at the situation mentioned therein, 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</p> <p>THE COMPANY WILL INDEMNIFY the Insured in respect of such loss or damage by payment in cash, replacement or repair (at their own option) as hereinafter provided up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Certificate, the Sum Insured set opposite thereto and not exceeding in all the total sum expressed in the Certificate as insured hereby.</p> <p>This insurance shall apply whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning or overhauling or of being shifted within the premises or in the course of the aforesaid operations themselves, or in the course of subsequent re-erection, but in any case only after successful commissioning.</p>	<p>The Company shall not, however, be liable for</p> <ul style="list-style-type: none"> a) the Excess stated in the Certificate to be borne by the Insured in any one occurrence: if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items; b) loss or damage directly or indirectly caused by theft unless caused by forcible entry or exit. c) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not; d) loss or damage directly or indirectly caused by the failure or interruption of any gas or water service or supply; e) loss or damage as a direct consequence of the continual influence of operation (e g wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions; f) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items; g) any costs incurred in connection with the maintenance of insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations; h) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract; i) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement; j) consequential loss or liability of any kind or description; k) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (eg lubrication oil, fuel, chemicals); l) aesthetic defects, such as scratches on painted, polished or enamelled surface.



In respect of the parts mentioned under k) and l) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

Also refer to General Exceptions Section

PROVISIONS

Memo 1 - Sum insured

It shall be a requirement of this insurance that the Sum Insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, eg, freight, customs duties and dues, if any, and erection costs. If the Sum Insured is less than the amount required to be insured, the Company shall pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 - Basis of indemnity

a) In cases where damage to an insured item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.

b) In cases where an insured item is destroyed, the Company shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under the present insurance, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the Certificate.

(The Company may agree - by application of the relevant endorsement - to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the Sum Insured is reinstated. Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing. The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The costs of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses. The Company shall 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.



CLAIMS PROCEDURE

Applicable to all Sections of this Policy

(a) (1) On the happening of any loss or damage

1. The Insured shall:

(i) IMMEDIATELY notify the Company.

(ii) If property is lost or if theft is suspected, inform the police and take all practical steps to recover the property.

(iii) WITHIN 15 DAYS submit in writing full particulars of the claim

(iv) Supply at his own expense all reports plan specifications information and assistance reasonably required.

(v) Inform the Company of any communication claim or notification to appear in Court and shall not negotiate, admit or repudiate any claim by a person or body.

2. The Insured shall preserve the damaged property and make them available for inspection by a representative of or a surveyor appointed by the Company who may enter, take or keep possession of the damaged property and deal with such property in a reasonable manner.

3. In the event of any Insured Person sustaining any injury in respect of which a claim is or may be made under the Personal Accident Section

(a) written notice thereof shall be given to the Company through the intermediary of the Insured as soon as possible and in any event within three calendar months after the date of the injury. If the Insured Person shall die, notice of death shall be given immediately.

(b) the Insured Person or their legal personal representatives shall at their expense furnish to the Company such documents information and evidence as the Company may from time to time reasonably require in the form and of the nature prescribed by the Company.

(b) No property may be abandoned to the Company without its consent and the Insured shall take all steps within its power to minimize the extent of any loss or damage.

(c) No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company. However, the mere admission of a material fact will not be considered as an acknowledgement of liability. The Company shall be entitled if it so desires to take

over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

(d) If the Insured obtains any form of payment direct from Third Parties in compensation of loss or damage covered by this Policy for which a claim has been made to the Company, the Insured shall immediately notify the Company and the Company shall not be liable to make good any such loss or damage. The Insured further undertakes to refund to the Company if and when the Insured receives compensation in respect of the loss or damage from any responsible Third Party.

If Medical Expenses incurred by the Insured and covered by this Policy are recoverable from any other party, the indemnity under this Policy shall be reduced by such recoverable amounts

(e) In connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this Policy the Company may at any time pay to the Insured the Sums Insured stated in the Certificate (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Company shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in connection with such claim or proceedings.

(f) **IN NO CASE WHATSOEVER** (save in case of Third Party claims) shall the Company be liable for any loss or damage, any accident, injury or surgery after the expiry of **TWELVE MONTHS** from the happening of the loss or damage, accident, injury or surgery unless the claim is subject to pending action or arbitration.

ALL CLAIMS ARE PAYABLE IN MAURITIUS IN LOCAL CURRENCY



GENERAL EXCEPTIONS

Applicable to all Sections of this Policy

Unless otherwise agreed by endorsement or in the Special Conditions this Policy does not cover

1. 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:
 - 1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - 1.2 Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 1.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, conspiracy, 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;
 - 1.4 Terrorist Activity as defined herein
 - 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 and not limited to 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;
 - (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 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 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.
 - (e) the use of radioactive or nuclear agent, material, device or weapon; 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.



GENERAL EXCEPTIONS (Continued)

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

1. 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;
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.

2. Any loss, damage cost or expense or liability directly or indirectly caused by or arising from or contributed to by or in connection with:

- 2.1 Subterranean fire.
- 2.2 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:
 - 2.2.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 2.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 2.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

ADDITIONAL EXCLUSIONS AND OTHER CLAUSES

POLLUTION/CONTAMINATION EXCLUSION CLAUSE

(applicable to Sections 7A&AA, B and 10A)

1. This Policy 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.

Or (b) a physical damage of the type insured by this Policy which occurred on the insured premises.

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

2. This exclusion does not apply if such loss or damage arises as a direct consequence of:

- (a) the perils:
 - 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

ASBESTOS EXCLUSION CLAUSE

(applicable to Sections 7C and D only)

This Policy does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity



GENERAL EXCEPTIONS (Continued)

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall not cover Nuclear Energy Risks which shall mean all first and/or third party insurances (other than Workmen's Compensation and Employers' Liability) in respect of:

I. All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

II. 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.

III. Any other Property eligible for insurance by any Nuclear Insurance Pool and/or Association

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

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

(i) 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).

(ii) Any Machinery Breakdown or other Engineering insurance above not coming within the scope of (i) above

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:

(a) Nuclear Material;

(b) 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 any local Nuclear Insurance Pool and/ or Association.

2. The provision of any insurance for the under-noted perils:

- Fire, lightning, 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 Material as from the introduction of Nuclear Material into such Property.



GENERAL EXCEPTIONS (Continued)

ADDITIONAL NUCLEAR EXCLUSIONS

This insurance does not cover legal liability, loss (including consequential loss), 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.

DEFINITIONS

Nuclear Material

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 material

Radioactive Products or Waste

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

- (i) Any nuclear reactor;
- (ii) Any factory using 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
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

Nuclear Reactor

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

Production, use or storage of Nuclear Material

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material

Property

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

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

Nuclear fission

A nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy

Nuclear fusion

A nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy

Nuclear radiation

The absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field

Nuclear waste

Means Radioactive Products or Waste as defined above

Nuclear fuels

A substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

Nuclear explosives

An explosive involving the release of energy by nuclear fission or fusion or both.

Nuclear weapon

A nuclear device designed, used or usable for inflicting bodily harm or property damage.



TRANSMISSION AND DISTRIBUTION LINE EXCLUSION

This Policy does not cover any loss of, destruction of or damage to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the Insured carries the risk are located no further than 300 metres from an insured plant of this Insured.

This exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom including but not limited to increased cost of working.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is, however, understood and agreed that this exclusion shall not apply to contingent business interruption coverage including public utilities extensions and/or supplier's extensions, provided that these are not part of a suppliers', transmitters' or distributors' policy.

DURATION OF NATURAL PERILS CLAUSE 2021

It is agreed that any loss of or damage to the Insured Property arising during any one period of:

- (i) seventy two (72) consecutive hours, if caused by Cyclone, Hurricane, Storm, Tempest or Tidal Wave caused thereby.
- (ii) seventy two (72) consecutive hours, if caused by Earthquake, Volcanic eruption and/or Tsunami caused thereby or
- (iii) one hundred and sixty eight (168) consecutive hours, if caused by any other natural peril.

shall be deemed to be a single event and will therefore constitute one claim with regards to the Excesses mentioned in the Policy Certificate. For the purpose of the foregoing, the commencement of any such seventy two (72) hours period or one hundred and sixty eight (168) hours period shall be at the discretion of the Insured subject however that there be no overlapping or gap in any two or more such seventy two (72) hours periods or one hundred and sixty eight (168) hours periods in case the duration of event exceeds the above periods.

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not provide cover and 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 to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

COMMUNICABLE DISEASE EXCLUSION (PROPERTY)

1. This Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

3. This Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and any other coverage grants.

All other terms, conditions & exclusions of the Policy remain the same.



GENERAL EXCEPTIONS (Continued)

COMMUNICABLE DISEASE EXCLUSION

(Applicable to Sections 7C, 7D, 3A and 3H)

1. Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited

to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

4. This Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and any other coverage grants.

All other terms, conditions & exclusions of the Policy remain the same.

COMMUNICABLE DISEASE EXCLUSION ENGINEERING

(Applicable to Section 10A)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from

or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

3. This Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and any other coverage grants.

All other terms, conditions & exclusions of the Policy remain the same.

CYBER LOSS LIMITED EXCLUSION CLAUSE (PROPERTY, ENGINEERING & MISCELLANEOUS ACCIDENT)

(Applicable to Sections 7A, AA, B and 10A)

1. This Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1. Any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System, unless subject to the provisions of the following paragraph 2.



1.2. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of the following paragraph 3.

2. Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to tangible property as insured under the Certificate of Insurance and any Time Element Loss directly resulting therefrom.

1. If electronic data processing media suffers physical damage as detailed above, the basis of valuation shall include the cost of copying Data from back-up or from originals of a previous generation, providing the media is repaired, replaced or restored. However, these costs will not include research and engineering nor any costs of recreating, gathering or assembling such Data.

DEFINITIONS

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the afore mentioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

CYBER AND DATA LIMITED EXCLUSION (LIABILITY & PERSONAL ACCIDENT)

(Applicable to Sections 7 C, D, 3A and 3H)

1. This Policy does not apply to any actual or alleged loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident;

1.2 Data Breach; or

1.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any Electronic Data, including any amount pertaining to the value of such Electronic Data regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 3 or 4.

2. For the avoidance of doubt, this Policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a Data Breach.

3. Clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

3.1 any Bodily Injury, including mental injury, mental anguish or mental disease resulting directly from actual bodily injury; or

3.2 any Property Damage arising from physical injury to tangible property (Electronic Data is not tangible property) resulting from or arising out of a Cyber Incident or a Cyber Act.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

4. Clause 1.2 of this Exclusion does not apply in respect of any actual or alleged liability for and/or arising out of:

4.1 any Bodily Injury, including mental injury, mental anguish or mental disease resulting directly from actual bodily injury; or

4.2 any Property Damage arising from physical injury to tangible property. Electronic Data is not tangible property.



GENERAL EXCEPTIONS (Continued)

DEFINITIONS

5. Bodily Injury means as defined in this Policy.

6. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.



GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. Proposals

The Proposals submitted by the Insured together with the declarations included in those Proposals shall be the basis of this Policy and are deemed to be incorporated herein.

2. Interpretation

The Policy and Certificate shall be read together as one document. Any word or expression which is given a specific meaning in this Policy shall have that meaning wherever it may appear but any word or expression which is given a specific meaning for the purpose of a specific Section of this Policy shall have that meaning wherever it may appear within that specific Section only.

3. Observance

The Liability of the Company shall be conditional upon the Insured's observance of and shall be subject to the terms conditions provisions and endorsements of this Policy or of the Certificate.

4. Precautions

The Insured shall take all reasonable steps to avoid loss, damage or liability.

5. 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.

6. Full disclosure

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 the 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.

7. Other insurances

The Insured shall under pain of nullity of the present contract disclose to the Company every other insurance(s) 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 insured 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.

8. Legal representatives

In the event of death of the Insured or of any person entitled to indemnity under this Policy, the Company will indemnify the legal representatives in terms and subject to the limitation of the Policy provided that such representatives shall as though they were the Insured observe and be subject to the terms of the Policy in so far as they can apply.



GENERAL CONDITIONS

9. Duration of the contract

- (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 Certificate.
- (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 Certificate on the party so desiring giving 30 days notice in writing to that effect to the other party.
- (c) In cases where several risks or several properties are covered, 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:
 - (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.

10. 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 Article 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 risk (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

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 réception".

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 any Section of this Policy.

12. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time in force.

13. Warranty

Every Warranty to which the interest insured or any item thereof is or may be made subject shall, from the time the Warranty attaches, apply and continue to be in force during the whole currency of the Policy and non-compliance with any such Warranty, whether it increases the risk or not shall be a bar to any claim in respect of such interest or item.

14. Subrogation

Upon payment of the indemnity the Company shall be subrogated in all the rights, actions and privileges of the insured as provided for in Article 1983 - 50 of the Mauritius Civil Code.

In the event of any act of the insured affecting the full effect of the subrogation in favour of the Company, either 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

However, in respect of Personal Accident cover, the above conditions of Subrogation shall apply to Medical Expenses only.



15. Assignment (applicable to Personal Accident cover only)

The Company shall not be affected by notice or any trust charge lien assignment or other dealing with this Policy and the receipt of the Insured or of his personal representatives for any compensation hereunder shall in all cases be an effectual discharge to the Company.



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FOR MORE INFORMATION PLEASE VISIT



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