



QUANTUM
INSURANCE

MOTOR PRIVATE CAR INSURANCE POLICY



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An explanation of Your Policy wording

The present insurance cover represents **Your Motor Insurance Policy** from Quantum Insurance Ltd (this "**Policy**"). It is made up of several parts which must be read together as they each form part of **Your** contract of insurance with **Us** (the "Contract of Insurance"). Please take time to read all parts of this **Policy** to make sure they meet **Your** needs, and that **You** understand the insurance cover provided (including the insured events), the specific exclusions (including the uninsured events), that is what is not covered under this **Policy**, and the General Exclusions and General Conditions that apply. If **You** wish to change anything or if there is anything **You** do not understand, or any of **Your** statement is incorrect, please let **Us** know.

The following elements form the contract of insurance between **You** and **Us**; please read them and keep them safe:

- The **Schedule** forming part of this **Policy** (the "**Schedule**") for the relevant period of insurance, as may be varied from time to time, which includes all endorsements applied to this **Policy** while this **Policy** is in force;
- The sections of the **Policy**, including the Meaning of Words, the Exclusions and Conditions, which apply to the section;
- The sections relating to General Definitions, General Conditions and General Exclusions, all of which apply to all sections of the **Policy**;
- The statement of facts that is the record of the information which **You** have provided **Us** with **Your** application.

If **We** explain what a word means, that word has the same meaning wherever it appears in this **Policy** or the **Schedule**.

This **Policy** is governed by "Livre III, Titre Douzième, Chapitre 3ème" of the Civil Code of Mauritius, as may be amended from time to time, which are capable of being varied pursuant to Article 1983-12 thereof by terms and conditions herein or endorsed hereon.

Quantum Insurance Ltd will insure **You** in accordance with and subject to the terms of this **Policy** in consideration and subject to the payment to Quantum Insurance Ltd of the premium for the period of Insurance.

Signed on behalf of Quantum Insurance Ltd.



Devesh Biltoo
Chief Operations Officer

Introduction

Quantum Insurance Ltd is a property and casualty **Insurer** who is registered in Mauritius BRN:C14126016 with its registered office: 1st Floor HSBC Centre, 18 Bank Street, Ebène Business Park, Ebène 72201, Mauritius. Quantum Insurance Ltd is authorised and regulated by the Financial Services Authority, Financial Services Register number IS14,000023.

Contract of Insurance

This **Policy** is governed by "Livre III Titre Douzième, Chapitre 3ème" of the Civil Code of Mauritius except to the extent the articles mentioned in Article 1983 - 12 are varied by terms and conditions herein.

This **Policy** is a contract of insurance between **You** and the **Insurer**.

The following elements form the contract of insurance between **You** and the **Insurer**; please read them and keep them safe:

- Motor Private Car Insurance Policy wording, which details the cover provided and the Exclusions and Conditions which apply
- Information contained on **Your** application and/or statement of facts document which confirms the information that **We** have been provided by **You** or **Your** legal and authorised representative
- **Schedule** showing the sections covered by this **Policy**
- Any **clauses** shown on **Your Schedule**
- **Certificate of Motor Insurance as per The Road Traffic Ordinance 1962**
- Changes to **Your Policy** contained in notices issued at renewal.

In return for **You** paying **Your** premium to **Us**, **We** will provide the cover shown in **Your Schedule** for any accident, injury, loss, damage or **Incident** that happens within the **territorial limits** during the **Period of insurance**.

The **Insurer's** provision of insurance under this **Policy** is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Clauses** of this **Policy**.

Renewal of the contract of insurance

Each renewal of this **Policy** represents a new contract of insurance.

The new contract commences on the date when the **Policyholder** agrees to renew the **Policy** and pay the premium to **Us**. The person/s insured will be covered for the **Period of Insurance** shown on **Your** renewal **Schedule**.

Your Policy

Your motor car **Policy** cover comes complete with a premier service. A dedicated first-class service, with claims settled quickly and without any hassle. And a service that looks after **Your** lifestyle as much as **Your Car**, offering a level of support above and beyond what **You** would find with standard cover.

How long does my motor insurance run for?

The **Policy** will remain in force for 12 months from the date of commencement or renewal or unless agreed otherwise with **Us**, as shown on **Your Schedule**. **You** should review the level of benefit that **You** have chosen on a regular basis to make sure that it is sufficient to cover **Your** needs.

If **You** wish to change anything or if there is anything **You** do not understand, please call **Us** on 659 0659 or chat with **Us** on our online chat service.

Information and changes We need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your Policy**.

Please let **Us** know immediately if there are any changes to the information set out in the application form/Statement of Facts, **Certificate of Motor Insurance** or on **Your Schedule**. **You** must also tell **Us** about the following changes:

1. A change to the people insured, or to be insured.
2. A change of address.
3. A change of occupation, including any part-time work.
4. Motoring convictions (driving license endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
5. Criminal convictions for any of the people insured, or to be insured.
6. A change of vehicle, or obtaining additional vehicle(s).
7. Any vehicle modifications.
8. Any change affecting ownership of the **Car**.
9. Any change in the way that the **Car** is used.

If **You** are in any doubt, please contact Quantum Insurance Ltd.

When **We** are notified of a change, **We** will tell **You** if this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

Know Your Client

For compliance with the Code on the Prevention of Money Laundering and Terrorist Financing, **You** are required to complete the Individual Know **Your Client** (KYC) Form which **We** will provide to **You** and furnish all the documents requested therein. Failure or inability to provide **Us** with satisfactory KYC documentation will render this **Policy** null and void. You can also log in onto your My Account on the Quantum portal using your Quantum User name and password to upload your KYC documents.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **Excess**, or
- the extent of the cover may be affected, or
- this **Policy** may become null and void.

Applicable Law and Jurisdiction

This **Policy** shall be governed by the laws of Mauritius whose courts shall have exclusive or 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 insurance, **Our** liability to indemnify **You** in such event shall be limited to judgements delivered or obtained by a court of competent jurisdiction within Mauritius.

This **Policy** shall, however, exclude:

- (a) Judgments, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- (b) The cost of taking up the defence in any case before any foreign court;
- (c) The registration of a foreign judgment or award under the Reciprocal Enforcement of Judgments Act 1923 and/or the *Code de Procedure Civile* and/or the Convention on the Recognition and Enforcement of Foreign Arbitral Awards Act 2001.

Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard **Your Car** from loss or damage. **You** shall maintain **Your Car** in a roadworthy condition.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Important Information

Data Protection

For the purposes of the Data Protection Act 2004, the Data Controller in relation to any personal data **You** supply in connection with this cover is the **Insurer**.

Insurance Administration

Information **You** supply may be used for the purposes of insurance administration by the **Insurer**, their associated companies and any relevant authorities, if applicable.

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the **Insurer's** compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, the **Insurer** or their representatives may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other Insurers either directly or via those acting for the **Insurer** (such as surveyors, loss adjusters or investigators). With limited exceptions, and with the necessary **endorsements**, **You** have the right to access and if necessary rectify information held about **You**.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the **Insurer** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions). By proceeding with this contract **You** will signify **Your** consent to such information being processed by the **Insurer** or their service providers.

Copy Policy on Request

You should keep a record of all information supplied to **Us** for the purpose of this insurance. A further copy of the **Policy** will be provided to **You** on request or can be downloaded from the Quantum Insurance Ltd website at <http://www.quantum.co.mu>

How to Make a Claim

Submit Online

- **You** can submit **Your Car** insurance claim notification 24 hours a day, 7 days a week by following the steps below:
- Go to **Our** Motor Car Insurance Claims section on **Our** website or;
- Log in on My Account using **Your** Quantum username and password provided to **You** at the time of purchase of this **Policy**
- Fill in the online notification form and submit online.
- Attach any supporting documentation, such as agreed statement of facts, horsepower, police reports, estimates of repairs, etc. The **Car** insurance claim form will tell **You** what is required. Once **We** receive **Your** claim form, one of **Our** friendly claims consultants will contact **You** as soon as possible.

Call Us

Alternatively, **You** can call **Us** on 659 0659 and one of **Our** claims officer will guide **You** smoothly through the claim process.

It will help **Us** deal with **You** speedily if **You** have the following details at hand when **You** call:

- **Your Policy** number or **Car** registration number;
- the time and date of the **Incident**;
- details of what happened; and
- any details **You** have about the **Car** and the extent of the loss or damage.

To make the process as easy as possible for **You**, all claims can be reported using the same telephone number or by logging in **Your** Quantum account. **You** will be prompted to select the most appropriate service to ensure that **You** are directed to the right claims administrator.

1. If **You** need to report the **Theft** or attempted **Theft** of **Your Car**, **You** must report the **Incident** to the Police as soon as the **Incident** is discovered and obtain an Occurrence Book Number (OB Number).
2. **You must not admit** responsibility or make an offer of payment or compensation for any **Incident** in which **You** are involved without **Our** written permission.
3. **You** should send all letters and correspondence relating to an **Incident** to **Us** without replying to it.
4. **We** will not be responsible for the cost of any work carried out or parts used without **Our** authorisation.

If **You** agree to use an approved repairer, there is no need to get an estimate however, if **You** use **Your** preferred repairer, **You** must send **Us** an estimate for authorisation. If **We** think that the estimate is unreasonable, **We** may choose to negotiate a lower estimate, pay **You** the cash equivalent of the price that **We** consider reasonable or move **Your Car** to another repairer. **We** have the right to move **Your Car** to a place of safe storage without asking **You** first.

5. **You** should ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her **Insurer** and for their insurance **Policy** or certificate number.
6. **You** must stop and give **Your** name, address, **Car** registration number and show **Your Certificate of Motor Insurance** to anyone with reasonable grounds and authority to request it if the **Incident** results in injury to anyone other than **You** or damage to another vehicle, property or animal.
7. Agreed Statement of Facts Form (Constat à l'amiable)

In the event **You** have recourse to a mutual agreement (Constat à L'Amiable), **You** must strictly comply with the provisions of the Road Traffic Amendment No. 3, Act 2003.

You should write down the names and addresses of any witnesses and draw a diagram of the scene. Show as much detail as possible and try to include:

- The position of all the vehicles before and after the **Incident**;
- Speeds and distances;
- Road names and layout;
- Where the witnesses were standing and how many passengers were in each vehicle;
- Any obstructions to **Your** or other road users' view; and if possible take photographs even on a mobile phone.

Before signing the statement please make sure that the boxes are ticked and the comments and diagram are correct. **You** will be given a copy of the statement which **You** should send to **Us** as soon as possible. This document can be legally binding and **You** should not sign anything **You** do not understand. **You** must report the **Incident** to **Us** as soon as reasonably practicable and in any case not later than 24 hours of the start of **Our** next working day.

Excess

Standard Excess (As stated in Your Schedule)

Additional young driver **Excesses** for accidental damage claims are in addition to the standard **Excess**, unless agreed otherwise by **Us** and endorsed in **Your Policy Schedule**.

Young driver Excess of MUR 5,000 is applicable if:

- Aged 25 or under
- **Inexperienced driver**

Customer Care

What to do if You are not satisfied

If for any reason **You** are dissatisfied about **Our** standard of service, please channel this information to **Us** through **Our** complaints coordinator (the "Complaints Coordinator").

Any complaint received by **Us** shall be dealt with in an efficient and timely manner. **We** shall address **Your** reasonable concerns on the condition that **Your** complaint relates to a service or product provided by **Us**.

The present document will guide **You** through.

1. How to make complaints?

In Writing to:

The Complaints Coordinator, Quantum Insurance Ltd

1st Floor, HSBC Centre
18 Bank Street
Ebène Business Park
Ebène 72201

Telephone

Please call +230 659 0659.

E-mail

Please send an email on the following address: complaints@quantuminsurance.com .

Website

You may login to **Your** account and submit **Your** complaint online.

2. What information should You provide with Your complaint?

- Specify **Your** name, address, and contact details.
- Precise description of nature of complaint.

3. How will Your complaint be dealt with?

- The Complaints Coordinator will acknowledge receipt of the complaint within three (3) working days.
- **We** undertake to settle complaints within thirty (30) working days. The Complaints Coordinator will inform **You** in writing of the final response within thirty (30) working days from filing of the complaint.
- If any complaint is likely to take longer to investigate, the Complaints Coordinator will keep **You** informed of the

progress status on a regular basis.

- The final response letter shall, where practicable, specify the reasons or circumstances which have been considered for the settlement or non- settlement, as the case may be, of issues raised in **Your** complaint.

4. In what circumstances can You refer the matter to the FSC?

- Where no settlement has been reached within thirty (30) working days from the date of the filing of the complaint (unless **You** have been made aware that the matter is under investigation and will take longer), **You** are entitled to refer the matter to the Financial Services Commission (FSC), 54 Ebène Cybercity, Ebène
- Please note that the FSC will consider complaints only to the extent that attempts to resolve the complaint have failed and the customer is still not satisfied with the outcome.

If **Your** complaint relates to the service provided by **Your** insurance agent (if applicable), **Quantum Insurance Ltd** will pass the details on to them and follow up on the progress of their investigations.

Definitions

Wherever the following words or phrases appear in bold, they will have the meanings described below:

Accessories

Parts of **Your Car** which are not directly related to how it works as a **Car**. This includes audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems, providing they are permanently fitted to **Your Car** and have no independent power source.

Agreed Value

The amount **We** have agreed to pay to replace **Your Car** in the event of a total loss. The **Agreed Value** amount is shown against the agreed value sum insured on **Your Schedule**.

Breakdown

An electrical or mechanical fault or failure to **Your Car** which immediately renders **Your Car** immobilised.

Certificate of Motor Insurance

The current document issued to **You** in respect of **Your Car** in accordance with the Road Traffic Ordinance (RTO) that proves **You** have the motor insurance required by the **Road Traffic Acts** to use **Your Car** on a road or other public place. It shows who can drive **Your Car**, and what **You** can use it for.

The **Certificate of Motor Insurance** does not show the cover **You** have.

Clause

Changes in the terms of **Your Policy**. These are shown in **Your Schedule**.

Endorsement

An alteration to the terms of this **Policy** which may be included in this document or issued separately

Excess

The amount that **You** have to pay when making a claim, whether the **Incident** is **Your** fault or not, unless agreed otherwise with the **Insurer**.

Family/ Household Member

The **Partner**, civil **Partner**, husband or wife, son, daughter or relative of the **Policyholder**, who lives at the same address

as the **Policyholder**.

Fire

Fire, self-ignition, lightning and explosion.

Ignition Keys

Any key, device or code used by **You** to secure, gain access to, and enable **Your Car** to be started and driven.

Incident

An event or the first of a series of events which may result in a claim under this **Policy**.

Indemnity

The amount **We** will pay **You** for loss or damage sustained.

Inexperienced driver

Drivers of any age that:

- i. hold a provisional driving licence or
- ii. have not held a full driving licence for more than 24 months other than a provisional driving licence.

Insurer/We/Us/Our

Quantum Insurance Ltd also construed to mean Quantum Insurance

Loss of any Limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market Value

The cost of replacing **Your Car** and/or its **Accessories** and spare parts and manufacturers' optional extras, if possible, with one of a similar make, model, age, mileage, condition and specification.

Personal Belongings/Possessions

Personal property within **Your Car** including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **Your Car**.

Policy

A document evidencing the existence of a legal contract between **You** and the **Insurer**.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Mauritius.

Schedule

The document containing details about **You**, **Your Car(s)** and the cover provided by the **Policy**.

Territorial Limits

The Republic of Mauritius and its dependencies

Theft

Theft, attempted theft or taking **Your Car** without **Your** consent.

The Insured/You/Your/Policyholder

The policyholder named in the **Schedule**.

The Period of Insurance

The period of time covered by this **Policy**, as shown in the **Schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

Your Car

Any motor vehicle described in the **Schedule** and any other motor vehicle for which details have been supplied to **Us** and a **Certificate of Motor Insurance** bearing the registration mark of that motor vehicle has been delivered to **You** and remains effective

Your Partner

The husband or wife of the **Policyholder** or the **Policyholder's** domestic or civil partner living at the same address as the **Policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Any reference in this **Policy** to:

- a) the singular shall include the plural and vice versa; and
- b) the masculine shall include the feminine and vice versa: and
- c) a position or title or legal status or legal concept or statute shall include the equivalent in any other jurisdiction; and
- d) a statute shall include any amended version or re-enactment.

Bolded words used in this **Policy** have the meanings set out in Section Definitions and in the **Schedule**.

Policy headings and titles are for reference only and have no interpretational value.

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Section 1 - Loss of or Damage to Your Car

What is covered

This section only applies to **Your Car**.

We will pay for all loss or damage caused to **Your Car**, **Accessories** and spare parts as a result of any of the following insured events and/or **Incidents** that occur within the territorial limit unless exclusions apply:

- a. Accidental collision or overturning;
- b. Collision or overturning consequent upon mechanical **Breakdown** or consequent upon wear and tear;
- c. **Fire** or explosion or lightning or self-ignition;
- d. Burglary or **Theft** or attempted **Theft**;
- e. Malicious act;
- f. Whilst **Your Car** is in transit (including the processes of loading and unloading incidental to such transit) by road lift or elevator;
- g. Riots, Strikes, Lock Outs, Civil Commotion;
- h. Cyclone, Tempest, Flood, Tidal Wave, Earthquake and Tsunami.

Inappropriate Fuel –Misfuelling (Optional Extension if applicable)

We will pay up to MUR 25,000 to clean the fuel system and other associated parts of **Your Car** or to repair any loss or damage caused **only in the event that** your car is filled with Gasoil instead of Mogas, or vice versa, purchased from a licensed fuel supplier provided that it is a one off **Incident**.

What is not covered

- Any **Excess** shown in **Your Schedule**;
- Any payment for the loss of use or any financial loss of **Your Car**;
- Wear and tear, mechanical, electrical, electronic, computer or computer software, failure, fault, derangement or breakage;
- The cost of repairing or replacing parts added after this insurance started which improve the performance of **Your Car**, increase **Your Car's** value or alter **Your Car's** appearance unless **We** have been notified and the modifications accepted beforehand;
- The cost of repairing or renewing areas of **Your Car** that were not damaged in the **Incident** for which **You** are claiming;
- Reduction in value including loss of value following damage whether **Your Car** was repaired or not;
- Damage to tyres caused by braking, punctures, cuts or bursts;
- Damage to or loss of **Your Car** or its **Accessories** if the **Car** is left unattended unless all ignition keys are removed from **Your Car** and all doors, windows and other openings are closed and locked so that **Your**

Section 1 - Loss of or Damage to Your Car (cont'd)

What is covered	What is not covered
<p>Child Car Seat(s)</p> <p>If Your Car is involved in an Incident and suffers impact damage resulting in a valid claim under this section, We will pay up to MUR .20,000 to replace any child Car seat lost or damaged whilst being carried in Your Car at the time of the Incident.</p>	<p>Car is fully secured;</p> <ul style="list-style-type: none">• Loss or damage to Your Motor Car resulting from fraud or deception;• Confiscation or requisition or destruction by or under the order of any government or public or local authority.
<p>Future Disability</p> <p>We will pay up to MUR 100,000 towards the necessary cost of professionally modifying Your Car following an accident that has resulted in a valid claim under this section if You or a member of Your immediate Family is registered disabled solely as a result of the injuries sustained in the accident.</p>	

How We will settle Your claim

We will at **Our** option repair **Your Car**, replace **Your Car** or pay **You** an amount of cash which shall not exceed the market value of **Your Motor Vehicle** and/or accessories and/or spare parts. If **We** decide to repair **Your Car**, **We** may choose:

- To use suitable parts or **Accessories** not supplied by the original manufacturer. If any part or accessory needed to repair **Your Car** is not available in Mauritius, **We** will pay in cash, the value of that part or accessory based on the market value thereof plus the reasonable fitting costs; or
- To use one of **Our** recommended repairers to carry out the necessary repairs.

If **You** choose not to use any of **Our** recommended repairers, **We** may decide to settle the claim by a financial payment. In any case, the amount payable shall not exceed the actual cost of repairs as determined by the appointed surveyor excluding any Value Added Tax (VAT) recoverable by **You**.

What We will pay

If **Your Car** was first registered in Mauritius from new, the most that **We** will pay is the **Market Value** of **Your Car** unless the value has been agreed. If this is the case an **Agreed Value Clause** will be shown on **Your Schedule** and **We** will pay the amount shown as **Agreed Value** on **Your Schedule**.

If **Your Car** was first registered outside of Mauritius and **We** have agreed to provide cover under this **Policy**, the most **We** will pay will be the amount shown on the purchase receipt including **Accessories** and spare parts or the **Market Value** of the nearest equivalent in Mauritius, whichever is lower.

Total Loss

The following provisos shall apply:

- (i) The cost of repairs, as determined by the appointed motor surveyor, shall exceed SEVENTY per cent (70%) of the **Market Value** of **Your Car** immediately prior to the loss or damage by an insured event/**Incident**; or
- (ii) The appointed motor surveyor recommends that **Your** damaged **Car** cannot be repaired for technical and safety reasons; or
- (iii) **Your Car** is insured against burglary or **Theft** and has been stolen but not recovered within 30 days.

Salvage

If **Your Car** is so badly damaged that the cost to repair it will be more than or equal to the **Market Value** (or **Agreed Value** if stated on **Your Schedule**) then at **Our** option **We** will pay **You** an amount of cash equal to the **Market Value** (or **Agreed Value**) and the salvage will become **Our** property.

New Car Replacement

If **Your Car** is a private motor car, is less than 12 months old, was registered as new in Mauritius and **You** have been the first and only keeper then **We** will, subject to availability, replace it with one of the same make, model and specification if:

- The cost to repair it is more than seventy (70%) of the last manufacturer's list price (including **Accessories** and spare parts, road tax and VAT) at the time **You** bought the **Car**
- There is no **Agreed Value** endorsement shown on **Your Schedule**
- **Your Car** is not subject to a leasing or contract hire agreement
- Any interested parties such as a hire purchase company agree.

If a replacement **Car** is not available in Mauritius, the most **We** will pay is the **Market Value** of **Your Car** immediately prior to the **Incident**. Once **We** have made this payment or provided **You** with a replacement **Car** **Your** damaged **Car** will become **Our** property.

Underinsurance (Applicable only if **Your Car** is insured on Market Value Basis)

If the Sum Insured value in respect of **Your Car** is at the time of any loss or damage, lower than its **Market Value** by more than 20%, **You** will be considered as being **Your** own insurer for the difference and any **Indemnity** under this Section of the **Policy** shall be limited to the proportion which the **Sum Insured** bears to the **Market Value** of **Your** Motor **Car**.

Section 2 - Your Liability to Others

What is covered	What is not covered
<p>a) Cover provided for You</p> <p>We will pay all amounts that You may become legally responsible if while using Your Car You;</p> <ul style="list-style-type: none">• Cause death or bodily injury to any person.• Damage any property.	<ul style="list-style-type: none">• Payment of more than the stated limits in the Schedule (including legal costs), for damage to other people's property arising from any one Incident.• Anyone who is not driving but makes a claim knowing that the driver did not hold a valid licence to drive.• Anyone whose liability is covered by another contract of insurance.• The death of or injury to the driver.• The loss of or damage to property or animals belonging to, in the custody or control or trust of, You or anyone covered by this Policy.• Any damage to, any loss of use or any other loss to Your Car or any Car covered by this Policy or any trailer or caravan or any vehicle that is attached to or being towed by Your Car.• Death of or injury to other people or damage to their property caused or arising beyond the limits of any carriageway or thoroughfare (road) in connection with loading or unloading Your Car:<ul style="list-style-type: none">- by anyone other than the driver or person in charge of Your Car- or if this loading or unloading involves using any
<p>b) Legal personal representatives</p> <p>If You should die following an accident, We will protect Your estate against any claim as long as that claim is covered by this Policy.</p>	
<p>c) Legal costs</p> <p>If We think it is necessary, We will arrange and pay:</p> <ul style="list-style-type: none">• For a solicitor or barrister to represent You at a coroner's inquest or fatal accident enquiry.• To defend You if You are charged with manslaughter, causing death by reckless or dangerous driving and causing death by reckless or dangerous driving while under the influence of drink or drugs and the Incident that the legal action relates to is covered by this Policy. <p>You must ask Us for and We must give Our written agreement to these costs.</p>	

This section continues on the next page.

d) Temporary Substitutions of Your Car

If **Your Car** cannot be used because it is being serviced or repaired by a member of the motor trade, this **Policy** automatically covers any legal liability that **You** may incur whilst **You** are using a substitute vehicle loaned to **You** by this member of the motor trade whilst it is in control of **Your Car**. It must be of the same or lesser vehicle specification as **Your Car** and must be used in accordance with the **Certificate of Motor Insurance** and the other terms and conditions of this **Policy**.

This does not extend to any vehicle **You** are test driving with a view to purchasing or to any vehicle hired to **You** or if there is a charge for using the vehicle.

hoist, lift, crane or similar equipment

- Liability for causing the Death of or injury to any employee in the course of his employment by anyone insured under this **Policy**.

Section 3 - Driving other Cars

What is covered

We will extend Section 2 (**Your** Liability to Others) to cover **You** while **You** are driving a private motor **Car** that **You** do not own, have not hired or have not leased as long as **You** have the owner's permission to drive it and **You** are not covered to drive that motor **Car** by any other insurance **Policy**.

If **You** are covered by this extension **Your** name will be shown in the relevant place on **Your Certificate of Insurance**.

What is not covered

- Any loss of or damage to the motor **Car** **You** are driving.
- Any **Incident** that occurs outside Mauritius and its dependencies.
- Any **Incident** that occurs after **Your Car** is stolen, declared a total loss, has been sold, or is no longer in **Your** possession.
- The death of or injury to the driver.
- Any **Incident** that occurs if the motor **Car** that **You** are driving is not the subject of an insurance contract that covers the liabilities of its owner or keeper to others. **You cannot use this section to release a motor Car that has been impounded by or on behalf of any government or public authority.**

Your Maximum Limit of Indemnity under Section 2 and Section 3

We will not pay more than the amounts stated in the **Policy Schedule** for any one occurrence or series of occurrences arising from one **Incident**, inclusive of claimant's costs and expenses and any other costs and expenses incurred with **Our** written consent.

Section 4 – Liability to Members of Your Household

What is covered

We will insure **You** or the authorised driver for all amounts which **You** or the authorised driver may legally have to pay as a result of using **Your Car** and any trailer, caravan or vehicle being towed by it in Mauritius, other than for hire or reward, if **You** or the authorised driver cause the accidental death of or bodily injury to any member of **Your** household up to the maximum amount shown under section 1 of the **Policy Schedule**.

In any event, the maximum **We** will pay under this extension together with the sum payable for accidental death or bodily injury under Section 2 shall not exceed the amount shown under Section 2 as stated in the **Policy Schedule**.

What is not covered

Liability not covered under Section 2 of this Policy.

Section 5 – Towing Liability (Trailer Extension) – Optional Extension if applicable

What is covered

We will extend Section 2 (**Your** Liability to Others) whilst **Your Car** is towing a caravan, trailer or a broken-down vehicle as allowed by law, provided it is attached securely to **Your Car** in line with the manufacturer's recommendations.

What is not covered

- Any damage or liability incurred in respect of trailers unattached at the time of the loss (except where they have become temporarily unattached during the course of the journey).
 - Damage to or loss of the towed caravan, trailer or broken-down vehicle.
 - Damage to or loss of property being carried in the towed caravan, trailer or broken-down vehicle.
 - Any caravan, trailer or broken-down vehicle being towed for reward.
 - Towing more trailers than the number allowed by law.
 - Towing more than one caravan or broken-down vehicle.
- You** cannot use this section to release a motor **Car** that has been impounded by or on behalf of any **government or public authority**.

Section 6 - Personal belongings (Optional Extension if applicable)

What is covered	What is not covered
<p>We will pay up to MUR 25, 000 for loss of or damage to Your Personal Possessions from Your Car.</p> <p>If the loss or damage is the result of Theft or attempted Theft We will only pay if:</p> <ul style="list-style-type: none">• the items are hidden from view; and• Your Car's windows are closed; and• all the doors and the boot or luggage compartment are locked when Your Car is unattended; and• Retractable or removable roofs are closed. <p>There is no Excess for this cover.</p>	<ul style="list-style-type: none">• Trade goods, samples or anything to do with Your work.• Money, credit cards, debit cards, charge cards, stamps, vouchers, tickets, documents, securities or bonds.• Audio, entertainment, communication, data processing or navigation equipment.• Items covered by another insurance contract.

Section 7 - Replacement of Locks and Keys (Optional Extension if applicable)

What is covered	What is not covered
<p>In the event that Your Car's keys, key fobs, Ignition Keys, ignition cards, steering lock keys, immobiliser keys, alarm transmitters, tracking system transponders, lock transmitters or garage door transmitters are lost or stolen We will pay up to a maximum amount of MUR 50,000 to replace where necessary:</p> <ul style="list-style-type: none">• The keys, cards, fobs, transmitters or transponders;• The door locks, boot locks, ignition and steering lock;• The cost of re-coding a tracking system;• The cost of replacing any alarm or immobiliser. <p>You will not have to pay an Excess for claims under this section.</p>	<p>Please refer to page 30 for Exclusions to Section 7.</p>

Section 8 – Accessories (if applicable and Declared to Us)

What is covered	What is not covered
<p>If You have specifically declared to Us the value of the Accessories which have been permanently fitted to Your Car, We will cover You for loss of or damage to these Accessories up to their respective declared limit including but not restricted to fitted audio, visual, navigation, telecommunication and gaming equipment that is designed to use the electrical system of Your Car as its sole source of power.</p> <p>You will not have to pay an Excess for claims under this section. You should ensure that the Declared Value of the Accessories reflects their new replacement value.</p>	<ul style="list-style-type: none">• We will not cover portable items such as mobile telephones, compact discs, DVDs, removable navigation equipment or other storage devices.• We will not provide any cover if Your vehicle is a trailer. <p>Please refer to page 30 for Exclusions to Section 8.</p>

Section 9 - Glass in windscreens, sunroofs or window – Windscreen Extension (Optional Extension if applicable)

What is covered	What is not covered
<p>Any payment We make for repairing or replacing damaged glass in Your Car's windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass), including their reasonable costs of fitting, less the Excess indicated in the Policy Schedule.</p> <p>No Excess will be applicable for the first claim.</p>	<p>Please refer to page 30 for Exclusions to Section 9.</p>

DEFINITIONS UNDER THE FOLLOWING SECTIONS

1. PERMANENT DISABLEMENT

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

2. LOSS OF LIMBS

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

3. BODILY INJURY (Applicable under Sections 10 to 14)

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 death, Permanent Disablement, **Loss of Limbs** or medical expenses.

4. 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 **Car** Occupants or in case of Death upon reasonable notice to their legal personal representative, have a post-mortem examination of the body.

Section 10 - Personal Accident for Car Occupants - (Optional Extension if applicable)

What is covered

We will pay up to MUR 500,000 (the "Death Benefit") in total per seat of **Your Car** for any one **Incident** in the event of bodily injury to **You** and /or any Occupant of **Your Car** (including member/s of **Your immediate Family**) caused during an **Incident** involving **Your Car** covered by this **Policy** whilst travelling in or entering in or alighting from **Your Car**, if within twelve (12) months of the date of the **Incident** the bodily injury is the sole cause of death, Permanent Disablement and/or Loss of limb.

This cover will also extend to **You** whilst **You** are travelling in any other **Car**, whether as a driver or passenger.

We will pay the injured person, or their legal representatives, the Sum Insured applicable to the relevant benefits shown in the **Policy Schedule**.

The amount **We** will pay in case of Permanent Disablement will be calculated in accordance with the Scale of Disablement provided on the next page.

If in the event of Death occurring within twelve calendar months of the date of Bodily Injury and that compensation has been directly paid in respect of Permanent Disablement, **We** will pay the Death Benefit less any sum already paid provided that the latter is less than the death benefit.

What is not covered

- Anyone individual occupant aged (eighty) 80 or over at the time of the **Incident**;
- Death or bodily injury caused by suicide or any attempt thereat or any deliberate act;
- Death or bodily injury resulting from any pre-existing physical or bodily defect or infirmity prior to the **Incident** whether its existence or extent was known to the **Car** Occupant or not;
- Anyone under the influence of alcohol to an extent that contravenes the Road Traffic Act or any type of illegal drug at the time of the **Incident**;
- An **Incident** that occurs while **You** are committing or attempting to commit a crime or driving illegally;
- Payments under this section if **We** have already made a payment to **You** or a member of **Your immediate Family** under Section 2 (**Your Liability to Others**);
- Payments under more than one contract held by **You** or a member of **Your immediate Family** with **Us**.

SCALE OF COMPENSATION APPLICABLE TO THIS SECTION

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

	Percentage of Sum Insured
1. <u>ARM</u>	
At shoulder	60
Between elbow and shoulder	50
At elbow	47 1/2
Between wrist and elbow	45
2. <u>HAND & FINGERS</u>	
Band: at wrist	42 1/2
Loss of Thumb: both phalanges	25
one phalanx	10
Loss of index finger: three phalanges	10
two phalanges	8
one phalanx	4
Loss of middle finger: three phalanges	6
two phalanges	4
one phalanx	2
Loss of ring finger: three phalanges	5
two phalanges	4
one phalanx	2
Loss of little finger: three phalanges	4
two phalanges	3
one phalanx	2
3. <u>LEG</u>	
At hip	70
Between knee and hip	50
Below knee	35
4. <u>FOOT & TOES</u>	
Foot: at ankle	30
Great toe: both phalanges	5
one phalanx	2
Any Other toe	1
5. <u>EYES</u>	
Both eyes	100
One eye	30
Lens of eye	20
6. <u>EARS</u>	
One ear	7
Both ears	12
Total Loss of hearing in one ear	7
Total Loss of hearing in 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.

Section 11 - Medical Expenses (Optional Extension if applicable)

What is covered	What is not covered
<p>We will pay up to MUR 15,000 per seat to cover the medical expenses (excluding hospital expenses which are covered by Section 12 below) of You and /or any occupant (including any member of Your Immediate Family) travelling with You in Your Car who is injured as a result of an Incident involving Your Car.</p> <p>This cover will also extend to You whilst You are travelling in any other Car, whether as a driver or passenger.</p> <p>Medical Expenses shall include:</p> <p>Medical, surgical or other remedial attention, treatment or appliances provided by a qualified member of the medical profession and all hospital, nursing home and ambulance charges (but excluding other travelling expenses) necessarily incurred in connection with any Bodily Injury as a result of an Incident.</p>	<ul style="list-style-type: none">• Anyone individual occupant aged 75 (Seventy-Five) or over at the time of the Incident;• Bodily Injury caused by suicide or any attempt thereat or any deliberate act;• Anyone under the influence of intoxicating drink to an extent that contravenes the Road Traffic Act or any type of drug at the time of the Incident;• Any pre-existing medical condition or bodily defect or infirmity prior to the Incident whether its existence or extent was known to the Car Occupant or not;• An Incident that occurs while You are committing or attempting to commit a crime or driving illegally.

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Section 12 - Hospital Expenses (Optional Extension if applicable)

What is covered

We will pay up to MUR 15,000 for hospital expenses incurred by **You** and any member of **Your immediate Family** who is injured as a result of an **Incident** covered by this **Policy** who has, pursuant to medical advice, to stay in hospital for more than 24 hours.

This cover will also extend to **You** whilst **You** are travelling in any other **Car**, whether as a driver or passenger.

Hospitalisation expenses shall mean expenses incurred as a result of an admission in a private clinic for medical treatments obtained and provided by a qualified member of the medical profession.

What is not covered

- Injury caused by suicide or any attempt thereat or any deliberate act;
- Anyone under the influence of alcohol to an extent that contravenes the Road Traffic Act or any type of drug or other intoxicating drink at the time of the **Incident**;
- Any pre-existing medical condition or bodily defect or infirmity prior to the **Incident** whether its existence or extent was known or not;
- An **Incident** that occurs while **You** are committing or attempting to commit a crime or driving illegally.

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Section 13 - Car Jacking (Optional Extension if applicable)

What is covered	What is not covered
<p>If You suffer a physical assault as a direct result of an aggravated Theft or aggravated attempted Theft of Your Car We will pay You up to MUR 10, 000 per seat towards Your costs for medical expenses, trauma counselling or other associated expenses.</p> <p>MUR 10, 000 is the most We will pay for any one Incident irrespective of the number of people involved in that Incident.</p>	<ul style="list-style-type: none">• Any Incident not reported to the Police within 5 days of occurrence.• Any Incident that occurs outside Mauritius.• Any Incident if the assailant is known to the victim or their immediate Family.

Section 14 – Road Rage (Optional Extension if applicable)

What is covered	What is not covered
<p>If You suffer a physical assault as a direct result of an accident involving Your Car then We will pay You up to MUR 10, 000 per seat towards Your costs for medical expenses, trauma counselling or other associated expenses.</p> <p>MUR 10, 000 is the most We will pay for any one Incident irrespective of the number of people involved in that Incident.</p>	<ul style="list-style-type: none">• Any Incident not reported to the Police within 5 days of occurrence.• Any Incident that occurs outside Mauritius.• Any Incident if the assailant is known to the victim or their immediate Family.• Any Incident proven to be initiated by You.

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Section 15 – Replacement Car- Loss of Use (Optional Extension if applicable)

What is covered

During Repairs

If **Your Car** cannot be used because it is being repaired following a validated claim under Section 1 (Damage to **Your Car**), or Section 7 (Replacement Locks and **Keys**), **We** will arrange and pay for a temporary replacement vehicle for **You** to use until the repairs have been completed and **Your Car** returned to **You**. If the vehicle provided to **You** does not meet **Your Car**'s specifications, **You** can arrange to hire a vehicle of a similar specification to **Your Car** that is the subject of the claim. **We** will pay for the hire vehicle until the repairs have been completed and **Your Car** returned to **You** for up to a maximum of MUR 3,000 per day and limited to a maximum of 30 days per annum.

Damaged Beyond Repair

If **Your Car** cannot be repaired following a validated claim under Section 1 (Damage to **Your Car** **We** will provide **You** with a temporary replacement vehicle to use for up to 21 days. This period begins from the date that **We** agree that **Your Car** cannot or will not be repaired and will continue even if **You** choose to retain the salvage. If the temporary replacement vehicle provided to **You** does not meet **Your Car**'s specifications, **You** can arrange to hire a vehicle of a similar specification to **Your Car** that is the subject of the claim. **We** will pay for the hire vehicle for up to a maximum of MUR 3,000 per day and limited to a maximum of 30 days per annum or up to 21 days as from the date that **We** agree that **Your Car** cannot be repaired whichever happens sooner.

What is not covered

- A temporary replacement vehicle or hire vehicle being used outside of the class of use permitted under the **Policy**, as specified in **Your Certificate of Motor Insurance**.
- Any person using the temporary replacement vehicle or hire vehicle who is not named on the **Certificate of Motor Insurance** applicable for **Your** vehicle which is the subject of the claim.
- The fuel that **You** use whilst **You** have the temporary replacement vehicle or hire vehicle.
- Any fines, penalties or charges that **You** incur whilst **You** are using the temporary replacement vehicle or hire vehicle.
- Costs incurred if **You** keep the temporary replacement vehicle or hire vehicle for longer than **We** have agreed.
- Any liability incurred as a result of **You** not adhering to the replacement car service provider conditions unless **We** have to meet a requirement of road Traffic legislation.

Section 15 – Replacement Car- Loss of Use (cont'd) (Optional Extension if applicable)

What is covered	What is not covered
<p>Stolen and Not Recovered</p> <p>If Your Car is not recovered following a validated claim under Section 1 (Loss or Damage to Your Car) We will provide You with a temporary replacement vehicle to use for up to 21 days. This period begins from the date that You report the Incident to Us. If Your Car is recovered during this period and is deemed repairable, We will continue to provide the temporary replacement vehicle until the repairs have been completed and Your Car has been returned to You. If the temporary replacement vehicle provided to You does not meet Your requirements, You can arrange to hire a vehicle of a similar specification to Your Car that is the subject of the claim. We will pay for the hire vehicle <u>for up to a maximum</u> of MUR 3,000 per day and limited to a maximum of 30 days per annum or up to 21 days as from the date that We agree that Your Car cannot be repaired whichever happens sooner.</p>	<p>Please refer to the previous page.</p>

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Section 16 – Motor Legal Assistance (Optional Extension if applicable)

What is covered	What is not covered
<p>We will pay the legal costs and expenses for legal proceedings started on Your behalf and in connection with the following:</p> <p>a) Uninsured Loss Recovery</p> <p>We will pay up to MUR 500, 000 to cover the legal costs and expenses of You taking any legal action as a result of non-fault road traffic accident which causes the following:</p> <ol style="list-style-type: none">1. Your death or bodily injury while You are in, on or getting into or out of Your Car.2. Damage to Your Car.3. Damage to property which You own or are legally responsible for and which is in or on Your Car. <p>b) Legal Costs and Expenses shall mean</p> <ol style="list-style-type: none">1. Fees, costs and disbursements reasonably incurred by Us, any Legal Representative, or other appropriately qualified person appointed to act for You with Our consent.2. Also covered are the costs of any civil proceedings incurred by an opponent for which You may be liable by order of a court or by agreement with Our prior consent.3. Your opponent’s legal costs and expenses which You are ordered to pay by a court.	<p>We will not provide cover for the following:</p> <ul style="list-style-type: none">• Any claim where there are no Prospects of Success.• Any claim arising out of a contract You have with another person or organization.• A claim for an event which is not covered under sections 1 to 14 of this Policy.• A claim that occurred outside of the territorial limits of Mauritius.• Disputes between You and Us.• Legal costs and expenses that We have not agreed to in writing.• Legal costs and expenses that You have paid directly to the legal representative or any other person without Our permission.• Any VAT that You can recover from elsewhere.

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Definitions for terms used under this section in addition to Definitions described in Pages 9, 10 and 11

Legal Representative

An Attorney-at-Law and/or Barrister-at-Law appointed with **Our** agreement under this **Policy** to represent **You**.

Prospects of Success

Reasonable prospects are considered to be 51% or better chance of success.

These conditions apply in addition to the General Policy Conditions. You must do the following:

1. Give **Us** written details of **Your** claim along with any other supporting information **We** ask for.
2. Make **Your** claim within three (3) months of the date of the **Incident**.
3. Follow the Legal Representative's advice and provide any information requested by the Legal Representative.
4. Take every step to recover legal costs and expenses and pay them to **Us**.
5. Get **Our** written permission before making an appeal.
6. Make sure that **Your** legal representative keeps to condition 2 below.

Your legal representative must do the following:

1. Get **Our** written permission before instructing a barrister or expert witness.
2. Tell **Us** if, at any stage, there is no longer a Prospect of Success in making a successful defence, recovering damages or getting any other remedy.
3. Tell **Us** immediately if the other party makes any offer to settle the matter.
4. Report the result of the claim to **Us** when it is finished.

We will have the right to do the following:

1. Contact the legal representative at any time, and have access to all statements, opinions and reports.
2. End **Your** cover if, during the course of the claim, **We** think there are no serious Prospects of Success. If **You** continue the claim and get a better settlement than **We** expected, **We** will pay **Your** reasonable legal costs and expenses which **You** cannot recover from anywhere else.
3. At the end of the claim to settle the legal costs and expenses covered by this **Policy** if those legal costs and expenses cannot be recovered from anywhere else.
4. End **Your** cover and recover any legal costs and expenses from **You** which have already been paid, if **You** withdraw **Your** instructions to the legal representative without **Our** agreement.

Your agreements with others

We will not be bound by any agreement between **You** and the legal representative or **You** and any other person or organisation.

Choosing the legal representative

At any time before **We** agree that legal proceedings need to be issued, **We** will choose the legal representative. **You** can make a request for a different Legal Representative, providing full justifications for this request. **You** must also send the name and address of the Legal Representative **You** wish to choose to **Us** and **We** may decide, at **Our** discretion, not to accept **Your** choice. When choosing the legal representative, **You** must remember **Your** duty to keep the legal costs and expenses of any legal proceedings as low as possible.

Disputes

If there is a dispute between **You** and **Us**, the matter shall, at our election, be referred to an arbitrator, who **You** and **We** agree to. If **We** and **You** cannot agree on an arbitrator within one (1) month of the start of the dispute, the President of the Law Society will choose one. Whoever loses the arbitration must pay all the legal costs and expenses involved. If the decision is not clearly made against either **You** or **Us**, the arbitrator will decide how **You** and **Us** will share the legal costs and expenses.

Section 17 - Breakdown and Towing Services – Road Assistance (Optional Extension if applicable)

What is covered	What is not covered
<p>We will provide You with a Breakdown and Towing Services through Our service provider in connection with the following:</p> <ul style="list-style-type: none"> • Breakdown Services in case of mechanical or electrical Breakdown; • Towing when Your Car has broken down in case of mechanical &/or electrical problem or in case of accident; • If You accidentally lock Your keys in Your Car, Our service provider will provide emergency assistance subject to You providing a suitable identification; • In the event You have been hospitalised or have undergone a surgical intervention and cannot drive back with Your Car, We will arrange to drive or tow Your Car to Your residence; • Taxi service to any single destination for a maximum of 4 persons in case towing is provided. 	<p>We will not provide the towing/Breakdown service if;</p> <ul style="list-style-type: none"> • The service has been used 3 times within one year of cover; • A second towing/service is requested for same break down problem; • The Car is to be transported from one garage to another; • The Car is not accessible to the tow truck; • The Car situation is out of the towing service provider know how and expertise; • The Car weight should be less than 2500kg; • The cost of any Accessories, extra labour charges, spares parts, keys, lubricants, fluids or fuel; • Loss of use or financial loss of any kind; • Any liability or loss resulting from anything performed or not performed as part of the service under this extension; • Any Accident or Breakdown brought about by a deliberate act, by You or another driver covered under this Policy, that could have been avoided.

If **Your Car** has broken down or cannot be driven safely as a result of an Incident, Call **Our Service Provider** 24/7 on **211 3030**.



Section 18 – Courtesy Chauffeur -(On a service only basis) Provided by 'mychauffeur Ltd' - (Optional Extension if applicable)

What is covered

During an accident

1. In the event that **You** have a Loss of Use cover benefit as per **Section 15** of this **Policy** and **Your Car** has suffered loss or damage as covered under **Section 1** of this **Policy**, **We** will arrange for a replacement vehicle at **Our** own costs to be provided to **You** as a first emergency response on the site of the accident in the event that **Your Car** needs immediate towing until **You** notified **Us** of the full details of the accident and **We** initiate **Our** claims handling process.

For Repairs authorised by Us following an accident

2. This service is also extended, **free of charge**, to provide **You** with a courtesy driver to drive **Your Car** to an authorised repairer following an accident for:
 - evaluation of loss or damage to **Your Car** in view of obtaining an estimate of repairs following an accident covered under **Section 1** of this **Policy**;
 - repairs, as approved by **Us**, to be undertaken on **Your Car** at the repairer's premises on the scheduled appointment date.

For Your Personal needs

The courtesy chauffeur service, in agreement with **Our** service provider, is also extended to **You** at **your own costs** and on an **agreed preferential rate** for **Your** personal requirements in the event that **You** need a courtesy chauffeur to:

- drive **Your Car** at any time of the day;
- drive **Your Car** to the car dealer's premises for servicing and maintenance purposes;

As a **Policyholder** and in the event that **You** shall solicit the courtesy chauffeur service for **your personal needs**, **You** will be entitled to a preferential rate for this service from our service provider-'mychauffeur Ltd';

Please Call: 8954 for this service.

What is not covered

We will not provide the courtesy chauffeur service if;

- The service has been used 3 times within one year of cover in case of road accidents;
- The site of the accident is not accessible to the courtesy chauffeur service;
- The purpose of the benefit is to cover for financial loss of any kind;
- Any liability or loss resulting from anything performed or not performed as part of the service under this extension;
- There are more than 4 occupants to be driven in **Your Car**;
- There is any casualty or bodily injury to any occupant(s) in the **Car** to be driven;
- Extreme weather conditions do not render the service safe and feasible;
- The service is being solicited for a person whose **Car** is not insured with **Us**.
- **Your Car** is not in accordance with the "Limitations as to Use" described in **Your Certificate of Motor Insurance** to render this service permissible;
-



The General Exclusions apply to all Sections of this Policy.

This Policy does not cover for all claims or losses resulting from use or events resulting from:

1. Any Accident, **Incident**, Loss, Damage or Injury caused, sustained or incurred while **Your Car** is being used:
 - a) Otherwise than in accordance with the "Limitations as to Use" described in **Your Certificate of Motor Insurance**;
 - b) Otherwise than on firm grounds (Terra Firma);
 - c) By or is in the charge of any person, for the purpose of being driven, who is not entitled to drive by **Your Certificate of Motor Insurance**;
 - d) By or driven by or is in the charge of any person not fully licensed to drive such **Car** or Motor **Car** in terms of the Legislation;
 - e) For races, rallies, speed trials, competition or endurance test or whilst driven on a motor sport circuit;
 - f) When the driver is under the influence of any intoxicating drink, including, but not limited to alcohol in excess of the prescribed limit as defined by the Road Traffic Act 1962 or drug or other intoxicating substance;
 - g) As Airport Service Vehicles and/ or whilst being used airside;
 - h) As Police force and/ or military vehicles;
 - i) For transportation of highly explosive substances (for example, nitroglycerine, dynamite or similar substances) as principal use;
 - j) For bulk transportation of chemical substances and gases in liquid, compressed or gaseous as principal use;
 - k) Outside the Territorial Limits of Mauritius and its dependencies.
2. Any accident, Loss, Damage, Injury or Liability in respect of vehicles not registered with the National Transport Authority;
3. Any Liability (except so far as is necessary to meet the requirements of Road Traffic Act 1962) directly or indirectly caused by, or resulting from flood, typhoon, hurricane, cyclone, earthquake, volcanic eruption or other convulsion of nature.

Contractual Liability

Any liability which attaches by virtue of an agreement but which would not otherwise have attached.

Asbestos Exclusion

This **Policy** does not cover any actual or alleged liability whatsoever for any claim or claims in respect of, resulting from, or in consequence of, or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity, provided that the loss or losses are caused or contributed by the hazardous nature of asbestos.



War Risks, Terrorism and Other Civil Disturbances

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 of the loss:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 3. Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, 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.
4. Terrorist Activity as defined herein:
- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - a. Promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator; or
 - b. Influence, disrupt or interfere with any government related operations, activities or policies; or
 - c. Intimidate, coerce or frighten the general public or any segment of the general public; or
 - d. Disrupt or interfere with a national economy or any segment of a national economy; or
3. Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- a. hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle; or
 - b. Hostage taking or kidnapping; or
 - c. The use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and /or biological substances; or

- d. the use of radioactive or nuclear agent, material, device or weapon; or
- e. the use of any missile, bomb, incendiary device, grenade, explosive or firearm; or
- f. the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal; or



- g. the injuring or assassination of any elected or appointed government official or any government employee; or
- h. the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
- i. the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

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

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

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

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

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

Nuclear Energy Risks Exclusion Clause-Worldwide Excluding USA, Canada and Iran

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

- 1. 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.
- 2. All Property, on any site (including but not limited to the sites referred to in (1) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- 3. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.



4. 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: -

1. 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);
2. Any Machinery **Breakdown** or other Engineering insurance 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 the relevant 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.

Definitions

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

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

"Nuclear Installation" means:

1. Any Nuclear Reactor;



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

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

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

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

"High Radioactivity Zone or Area" means: -

- (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.

Additional Nuclear Exclusions

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

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

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions

"Nuclear Material" as defined in NMA 1975(A).

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

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

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

"Nuclear Waste" as defined in NMA 1975(A).

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

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

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

Seepage, Industry and Contamination

This **Policy** does not cover liability in respect of:

1. personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended and unexpected happening during the period of this **Policy**.
2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended or unexpected happening during the period of this **Policy**.
3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this **Policy** to cover any liability which would not have been covered under this **Policy** had this clause not been attached.

Electronic Date Recognition Clause EDRC (C)

This exclusion shall prevail notwithstanding any provision whether written, typed or printed in this contract inconsistent herewith.

1. This contract does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly, with;
 - a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct Assured;
 - correctly and unambiguously to assign any date to the correct day, week, year or century,
 - correctly to recognise, sequence or compute any date which is or is intended to be beyond 31 December 1998,



- to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999;
 - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
 - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimising any of the above.
2. Notwithstanding 1.a) and 1.b) above, this contract shall be extended to include;
- a) loss or damage arising from physical loss of or physical damage to tangible property,
 - b) liability for actual or alleged bodily injury,
 - c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property;
- provided that such loss, damage or liability above is within the terms, conditions and exclusions of the original **Policy** (ies) or contract(s).
3. For the purposes of clause 2. above, tangible property shall not include;
- a) any data or embedded programming however stored or conveyed;
 - b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.
4. This endorsement shall not include loss, damage, liability or expense arising from any contract solely designed to cover losses arising from any matter referred to in clause 1 above.
5. In calculating the net loss under this contract the reassured shall not treat any matter referred to in this endorsement as a basis of aggregation or in itself as an event or cause for the purpose of aggregation.

Computer Loss General Exclusion

This Policy does not cover: -

- 1. loss or destruction of or damage to any property whatsoever (including a computer) or an loss or expense whatsoever resulting or arising therefrom;
- 2. any legal liability of whatsoever nature;
- 3. any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the



incapacity or failure of any computer, correctly or at all:

- a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- b) to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command which caused the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or
- c) to capture, save, retain, or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes
- d) to capture, save, retain, or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non -computer equipment or any computer software, tools, operating or any computer hardware or peripherals and the information or data electronically or otherwise stores in or on any of the above, whether the property of the Insured or not.

General Conditions

The following conditions apply to all Sections of this Policy.

1. Avoidance of certain terms and right of recovery

Nothing in this **Policy** or any **Endorsement** hereon shall affect the right of any person indemnified by this **Policy** or any other person to recover an amount under or by virtue of the provisions of Sections 59 to 61 of the Road Traffic Act 1962.

But **You** shall refund to **Us** all sums paid by **Us**, which **We** would not have been liable to pay, but for the provisions of the above-mentioned legislation.



2. Aggravation of Risk

During the currency of this **Policy**, **You** must report to **Us**, by registered letter or by e-mail, any modification likely to aggravate the risk insured and which, had the new state of affairs existed at the writing of this **Policy**, **We** would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the aggravation if it is caused by **Your** own doing and in other cases, within eight (8) days from the time it has come to **Your** knowledge.

In either case **We** may choose:

- To cancel this **Policy**, or
- To claim an increased premium, in which case, if **You** do not accept the new rate of premium, this **Policy** shall be cancelled. In the event of **Your** being responsible for an aggravation of the risk, **We** will be entitled in addition to claim damages.

3. Duty of full Disclosure

In accordance with Article 1983-30 of the *Mauritius* Civil Code, any withholding of facts ("reticence") or false declaration wilfully made by **You**, shall entail the nullity of this **Policy**, when such withholding or false declaration alters the nature ("objet") 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, **We** shall retain the premium paid and shall be entitled to claim as damages all premiums remaining due to be paid.

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

A. If the fact is ascertained before the loss to:

- Maintain this **Policy** subject to **You** agreeing to pay an increased premium, or
- Cancel this **Policy** after giving fourteen (14) days' notice to that effect to **You** 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.



4. Duty to prevent loss or damage

You shall under pain of losing all rights under this **Policy**:

- a) Take all reasonable steps to safeguard **Your Motor Car** from loss or damage;
- b) Lock **Your Motor Car** and remove the keys from its vicinity when it is unattended;
- c) Maintain **Your Motor Car** in good running and roadworthy condition;
- d) Allow **Us** to inspect **Your Motor Car** at any time;
- e) Not leave **Your Motor Car** unattended, in the event of any **Accident** or **Breakdown**, without proper precautions being taken to prevent further loss or damage and if it is driven before the necessary repairs are effected, any extension of the damage or any further damage to the **Car** shall be excluded from the scope of the **Indemnity** granted by this **Policy**.

5. Duty in Case of Change of Ownership

You shall give to **Us** immediate notice of any change of ownership, the date of such change and the name and address of the new owner. **You** shall also immediately return to **Us Your Certificate of Motor Insurance** and Motor Insurance **Vignette**.

6. Admission of liability

No acknowledgement of liability, compromise or settlement effected without **Our** agreement shall be binding upon **Us**. However, the mere admission of a material fact will not be considered as an acknowledgement of liability.

7. Subrogation

Upon payment of the **Indemnity We shall** be subrogated in all **Your** rights, actions and privileges as provided for in Article 1983 - 50 of the Mauritius Civil Code and all the provisions of the said article shall apply thereto.

We shall be entitled to take over and conduct in **Our** own name, or in **Your** name, the defence of any claim and to prosecute for **Our** own benefit any claim for **Indemnity** or damage or otherwise against any third party and **We** shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.



8. Duration of this Policy

- (a) Subject to the provisions of paragraphs (b), (c) and (d) of the present Condition the duration of this **Policy** shall be for the period expressed in the **Policy Schedule** attached to this **Policy**.
- (b) Each party shall be at liberty to terminate this **Policy** at any time prior to the expiry date shown in the **Certificate of Insurance** to this **Policy** on the party so desiring giving **thirty (30) days'** notice in writing by registered mail with advice of delivery to the other party to that effect.
- (c) In cases where this **Policy** covers several risks or several properties, it shall be permissible to either of **Us** to terminate, by anticipation in the manner set out in paragraph (b) above this **Policy**, in respect of anyone 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 **We** shall:
 - (i) When such cancellation is made at **Your** request, adjust the premium on the basis of **Us** receiving or retaining the customary short-term premium.
 - (ii) When such cancellation is made at **Our** request, refund or retain the premium on a pro-rata basis.

9. Cancellation

This **Policy** may be cancelled before its normal expiry date in the following cases, inter alia,

- (a) Upon **Your Death** occurring or **Your Motor Car** being transferred as provided for in Articles 1983 - 48 and 49 of the **Mauritius Civil Code**
- (b) or non-payment of premium (Articles 1983 - 21 to 24 of the **Mauritius Civil Code**).
- (c) In the event of aggravation of risk (Article 1983 - 25 of the **Mauritius Civil Code**).
- (d) In case of withholding of facts or intentional false declaration by **You** (Article 1983 - 30 of the **Mauritius Civil Code**)
- (e) In the events set out in Article 1983 - 35 of the **Mauritius Civil Code**.



- (f) In the event of **You or Us** becoming bankrupt as provided for in Articles 1983 - 27 and 28 of the **Mauritius** Civil Code.
- (g) In the event **We** refuse to reduce the premium in the circumstances provided for in Article 1983 - 29 of the **Mauritius** Civil Code.

Whenever a party purports to cancel this **Policy**, he shall give notice thereof to the other party by way of a registered letter, electronic mail or fax, and in cases falling under Article 1983 - 35 of the **Mauritius** Civil Code, in accordance with the provisions of Article 1983 - 36.

We reserve the right to retain or receive the customary short-term premium, if applicable, in the event of cancellation of this **Policy**.

10. Other Insurances

You shall, under pain of nullity of this **Policy**, disclose to **Us** every other insurances **You** have taken in respect of the risk presently insured. The disclosure shall amongst other things state the name of the other **Insurer(s)** and the sum(s) insured.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured risk in case of loss or damage **We** shall not be liable to pay or contribute more than its rateable proportion of such loss or damage;

The above contribution by several insurances, shall not apply to Insurances of the Persons which are not contracts of **Indemnity** and covering agreed benefits in respect of death, permanent disability or temporary disability.

11. Arbitration

Any dispute arising in connection with any amount paid under this **Policy** (liability being otherwise admitted) shall be finally settled under the Arbitration Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) by one arbitrator appointed in accordance with the said rules. The arbitration proceedings shall take place in Mauritius and the language of arbitration shall be English.



12. Observance of Conditions

The due observance and fulfilment of the terms of this **Policy** in so far as they relate to anything to be done or not to be done by **You** and the truth of the statements and answers in **The Proposal** shall be conditions precedent to **Our** liability to make any payment under this **Policy**.

13. Renewal

Regardless of **Your** claims history and any other discount at renewal, **We** have the right to amend **Your Policy** terms and conditions. This includes:

- a. Imposing terms such as the application of **Excesses or Endorsements**;
- b. Increasing **Your** premium;
- c. Excluding cover;
- d. Amending the **Policy** wording;
- e. Changing **Your** payment type;
- f. And/or declining to renew **Your Policy**.

We will notify **You** in writing of any such action prior to the renewal date of **Your Policy**

Both **You** and **Us** expressly agree that, upon the expiry of the present **Policy**, the said **Policy** shall be not automatically renewed, and is not subject to "*Tacite Reconduction*"; unless **You** have opted for the automatic renewal facility at the time of inception of **Your Policy**.

If **You** have not fully paid **Your** premium and it is outstanding, **We** shall have the right to offset any premium **You** have not yet paid from any claims payment due to **You**.

In the event of a Total Loss claim under this **Policy**, all remaining monthly premium/s for the **Period of Insurance** shall immediately become due.



14. Automatic Renewal

This is applicable only if **You** have opted for this facility and **Your Policy** contains the specific clause attaching thereto.

Both **You** and **Us** expressly agree that, upon the expiry of the present **Policy**, the said **Policy** shall be automatically renewed for a further period not exceeding one year provided that

- a) Either of the parties shall be entitled to object to the renewal by giving written notice to the other party at least 20 days before the expiry of the **Policy**.
- b) **We** shall be entitled to vary any of the terms of the **Policy** by giving written notice of **Our** intention to do so to **You** at least 20 days before the expiry of the **Policy**. In such event, **You** shall have the right to object to the renewal by giving notice to **Us** at least 10 days before the expiry of the **Policy**.

15. Premium Settlement

In the event of a **Total Loss** claim under this **Policy**, all outstanding premiums for the **Period of Insurance** shall immediately become due.

16. Fraud

This **Policy** shall be null and void if **You** or anyone acting on **Your** behalf:

- a) Intentionally exaggerates the amount of a claim;
- b) Willfully damages or destroys **Your Motor Car** or assists or encourages or instructs others to commit such an act or provides logistics, facilities or equipment or support in any manner or form to commit such an act;
- c) Intentionally makes a false statement when reporting the circumstances of an **Incident**;
- d) Submits false and/or forged documents and/or provides false evidence;
- e) Submits false witness identity or false witness testimony;
- f) Intentionally omits to declare information material to the assessment of a risk or a claim;
- g) Intentionally makes arrangements or assists or participates with others in causing **Your Motor Car** to be



stolen or dismantled or declared missing;

h) Uses any fraudulent means or devices to obtain benefit under this **Policy**.

17. Sanction Limitation

We 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 the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

18. Integration Condition

The **Policy** and the Statement of Facts during **Your** application and/or any Endorsement shall constitute the entire and exclusive agreement between the **Insured** and the Company with respect to its subject matter. The parties to this insurance **Policy** formally agree that no evidence can be introduced to demonstrate that the parties intended something different from what the **Policy** and/or Statement of Facts during **Your** application and /or Endorsements provide.

19. Severability Condition

If a provision or condition or section or sub-section of the **Policy** is found to be legally prohibited or unenforceable or inapplicable or invalid in the circumstances, the offending provision or condition or sub-section shall be severed from the rest of the **Policy** which otherwise continues to operate as originally written.

20. Prescription

Payment of any claim under this **Policy** shall become time barred five years after the occurrence of the event giving rise to a claim being made under this **Policy** as provided under Articles 1983 37 and 38 of the Civil Code of Mauritius.

21. Intoxicating drink and Drugs Exclusion

We shall not be liable in respect of any accident, loss, damage or liability caused or incurred if it is found that Your Motor Vehicle was being driven by You or any person entitled to drive under the Certificate of Insurance and driving under Your order or with Your permission, while You or the person, as applicable, was affected or was under the influence of drug or intoxicating drink. The Policy shall be null and void forthwith.

END OF DOCUMENT



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