



# PERSONAL ACCIDENT INSURANCE POLICY

CAUTION  
WET FLOOR



# CONTENTS

Your Personal Accident Policy Wording	3
How your policy works	4
How to make a claim	5
Complaints Procedure	6
General definitions	8
Personal Accident Cover	9
How we settle claims	13
General Conditions	14
General Exclusions	18

## Your Personal Accident Policy Wording

### An explanation of your policy wording

This insurance cover (this "Policy") is your personal accident insurance policy from Quantum Insurance Ltd. It is made up of several parts which must be read together as they each form part of your contract of insurance (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 perils), the specific exclusions (including the uninsured perils), 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 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 to 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 of the payment to Quantum Insurance Ltd of the premium for the period of Insurance.

Signed on behalf of Quantum Insurance Ltd.



**Devesh B Biltoo**  
Chief Operations Officer

## How your policy works

We will insure you within the conditions of this Policy for those insurance covers named in the **Schedule** for any insured event which takes place during the period of insurance referred to in the Schedule (the "Period of Insurance").

Your policy ends at midnight on the last day of each **Period of Insurance**. Thereafter, you may decide to renew your policy on such terms and conditions as we may propose to you at the relevant time. Upon you agreeing to the terms and conditions proposed by us, you and us will, on each occasion, be deemed to have entered into a new contract of insurance in accordance with such terms and conditions.

Each aforesaid new contract of insurance will commence on the date when the main policyholder pays the premium. The persons insured will be covered for the Period of Insurance shown on your renewal **Schedule**.

### Changes to your circumstances

Please tell us at your first opportunity, if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell us, you may find that you are not covered at the time you need to make a claim.

If you are in any doubt, please contact your insurance agent. If you did not arrange your insurance through an insurance agent please contact Quantum Insurance Ltd.

When we are notified of a change, we will tell you or your insurance agent 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 conditions and/or premium being applied to this **Policy**.

## How to make a claim

Check the Schedule and this Policy, which give details of what is covered and what is not covered. Follow the General Conditions of this Policy.

### Submit Online

You can submit your personal accident insurance claim notification 24 hours a day, 7 days a week by following the steps below:

- Go to our personal accident insurance claims website
- Log in using your Log In ID and password provided to you at the time of purchase of this Policy
- Fill in the online notification form and submit online.
- Download, print and complete the relevant sections of the personal accident insurance claim form.
- Attach any supporting documentation, such as medical reports, receipts, etc. The personal accident insurance claim form will tell you what is required.

Once we receive your personal accident insurance claim form, one of our friendly claims consultants will contact you as soon as possible.

### Call Us

Alternatively, you can call us on +230 659 0659 and one of our claims officers will guide you smoothly through the claim process.

### What Documentation to provide?

If you have suffered a bodily injury we will require the following documentation:

- Medical report
- Original medical bills/invoices/receipts for reimbursement
- Policy report (where there is criminal or vehicular accidents involved)

In case of a death claim, we shall require the following documentation:

- Medical report (for cases where death did not arise immediately at the time of accident)
- Original medical bills/invoices/receipts for reimbursement
- Certified copy of Death Certificate
- Policy report (where there is criminal or vehicular accidents involved)

### 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  
1<sup>st</sup> Floor, HSBC Centre  
18 Bank Street  
Ebène 72201

#### Telephone

Please call +230 659 0659

#### E-mail

Please send an email on the following address: [complaints@quantuminsure.com](mailto:complaints@quantuminsure.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, Quantum Insurance Ltd will pass the details on to them and follow up on the progress of their investigations.

## General Definitions

If we explain what a word means, that word has the same meaning wherever it appears in your policy or schedule.

- “us” / “we” / our / “the Insurer” / “the Company” refers to Quantum Insurance Ltd
- “you” / “your” / “the Insured” refers to the person named as the policyholder in the Schedule.
- “Schedule” refers to one or more documents showing the sections of the insurance cover you have chosen, the sums insured and any endorsements that apply to this Policy.
- “Special Conditions & Special Clauses” refers to the special conditions and/or special conditions mentioned in the Schedule.
- “Period of Insurance” refers to the period of time commencing on the effective date stated in the current Schedule and ending on the expiry date stated in the current Schedule or the date of cancellation, whichever is the earlier.
- “Excess” refers to the amount you, or the person making the claim, must pay towards the claim unless we state that an excess does not apply. The amount of the excess is set out in your current Schedule. You are only required to pay one excess in respect of any single claim arising out of the same insured event
- “Endorsement” refers to changes to the terms and conditions of this Policy which will be shown in the Schedule
- “Sum Insured” refers to the amount shown on the Schedule as the most we will pay for claims resulting from one accident unless otherwise stated in this Policy wording or any endorsement.



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

- "Accident" means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.
- "Accidental bodily injury" means an identifiable physical injury which is caused by an Accident occurring at an identifiable time and place during the Operative Time mentioned in the Schedule and which results in the Insured Person's death or disablement.
- "Insured Person/s" means any person named in the Schedule under Insured Person/s.
- "Insured Accidents" mean the Accidents which are covered under this Policy.
- "Uninsured Accidents" means Accidents which do not form part of Insured Accidents and which are not covered under this Policy.
- "Operative time" means the time during the period of insurance when the Insured Person is covered under this section, as shown in the Schedule.

### Benefits

- Death
- Permanent Disablement
- Medical Expenses
- "Permanent Total Disablement" means a disablement causing the Insured Person to be permanently bed ridden and/or preventing him from ever engaging in or giving attention to profession or occupation of any kind.
- "Loss of Limbs" means a loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
- "Loss of Eye" means a permanent and total loss of sight in an eye.
- "Loss of Hearing" means a permanent and total loss of hearing.
- "Medical Expenses" means the cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this Policy.

## 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. <b>ARM</b>	
At shoulder	60
Between elbow and shoulder	50
At elbow	47 1/2
Between wrist and elbow	45
2. <b>HAND &amp; FINGERS</b>	
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. <b>LEG</b>	
At hip	70
Between knee and hip	50
Below knee	35
4. <b>FOOT &amp; TOES</b>	
Foot : at ankle	30
Great toe : both phalanges	5
one phalanx	2
Any Other toe	1
5. <b>EYES</b>	
Both eyes	100
One eye	30
Lens of eye	20
6. <b>EARS</b>	
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.

## Personal Accident

### What is covered

We will pay you the appropriate benefit shown in the Schedule subject to the Excess (if any) indicated therein if:

- a. the Insured Person suffers Accidental Bodily Injury;
- b. the Insured Person incurs Medical Expenses in connection with an Accident

### What is not covered

1. Wilful exposure to needless peril (except in an attempt to save human life).
2. Bodily injury resulting from or traceable to:
  - (a) Physical defect or infirmity in existence prior to the accident;
  - (b) Insured Person being under the influence of or being affected (temporarily or otherwise) by intoxicating liquor, drugs (unless administered under the orders of a hospital or a qualified medical practitioner) or insanity or venereal disease;
  - (c) Football for or against professional clubs, polo, steeple chasing, mountaineering (with the use of ropes or guides), hunting outside Mauritius, all sports on ice or snow, board or roller skating, any form of wrestling or combat (except in case of self defence), all sports in the air, participating in speed or endurance tests or races of any kind (other than athletics and sailing within the Mauritian coral belt);
  - (d) Childbirth and pregnancy ;
  - (e) Accidental death or injury arising out of chemical and/or biological substances, if not used for peaceful means

Personal Accident (continued)

What is covered

Please refer to previous page.

What is not covered

- (f) Air travel:
  - (i) in single engine aircraft;
  - (ii) in any unlicensed aircraft;
  - (iii) in any aircraft flown by an unqualified pilot.
- 3. Disablement due to mental or nervous suffering disorder or illness however caused.
- 4. Bodily Injury sustained by any Insured Person over 65 years old.
- 5. All claims in respect of any of the insured Medical Expenses covered by any other policy or policies or any type of funds, except for any excess beyond the amount payable by such covers.

## How we settle claims

(See also [General Exclusions](#) and [General Conditions](#).)

### **Death and Permanent Disablement**

We will pay the appropriate benefit shown in the Schedule (each a "Benefit") in accordance with the scale of compensation set out on page 9 of this Policy upon Death or Permanent Disablement occurring within 104 weeks after the date of the Accident.

Loss of or Loss of Use of Limbs and/or Eye/s and Loss of Hearing

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

### **Several Consequences**

We will not pay more than one of the Benefits in respect of the same Accident except as regards to Medical Expenses which may be paid in addition to any other Benefit resulting from the same Accident.

### **Cessation of Liability**

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

### **Medical Examination**

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

### **Duty of the Insured Person/s**

After an accident, the Insured Person/s must follow the advice of a qualified medical practitioner.

The following conditions apply to this Policy:

### 1. Interpretation

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

### 2. Premium

You must pay the premium or any agreed instalment when we ask. If the premium for this Policy is paid by instalments and in the event you fail to pay one or more instalments, whether in full or in part, we may cancel the Policy by giving you 30 days' notice in writing sent to your last known address. In case recovery of any outstanding unpaid, premiums has to be effected through an attorney, all fees and commissions due to the attorney will be payable by the **Insured**.

### 3. Claims

- (a) In no case whatsoever shall the **Company** be liable for any accident injury or surgery after the expiry of twelve months from the happening of the accident injury or surgery unless the claim is subject to pending action or arbitration.
- (b) Surgical fees or medical expenses incurred by the **Insured** and covered by this Policy are recoverable from any other party; the indemnity under this **Policy** shall be reduced by such recoverable amounts.
- (c) ALL CLAIMS ARE PAYABLE IN MAURITIUS IN LOCAL CURRENCY.

### 4. Observance

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

### 5. 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 or three] arbitrator(s) appointed in accordance with the said rules. The arbitration proceedings shall take place in Mauritius and the language of arbitration shall be English.

## 6. Duration of the Contract

- (a) The Contract of Insurance shall come into effect following payment &/or agreement by you to pay at date(s) agreed with us the premium specified in the **Schedule**. This condition shall also apply to any Endorsement issued subsequently under the Contract of Insurance.
- (b) Subject to the provisions of paragraphs (c), (d) and (e) of this clause 6, the duration of the contract shall be for the period stated in the **Schedule**.
- (c) You and us shall be at liberty to terminate the Contract of Insurance at any time prior to the expiry date mentioned in the **Schedule** upon a giving 30 days' prior notice in writing to that effect to the other party.
- (d) In cases where several risks or several properties are covered, it shall be permissible to either us or you to terminate by anticipation in the manner set out in paragraph (c) above the contract in respect of any one or more of the several risks and/or properties insured.
- (e) In the event of a cancellation by anticipation as provided in paragraphs (c) and (d) 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 by us, refund or retain the premium on a pro-rata basis.

## 7. Fraud

It is hereby expressly stipulated and agreed that, as provided for in Article 1983-31 of the Civil Code of Mauritius whenever errors or omissions mistakes or failure to make full disclosures, contained in any declaration made by the Insured, do by their very nature or their importance and/or materiality, or their recurrence, bear a fraudulent character, the **Company** shall be entitled to claim reimbursement of all indemnities already paid.

If any fraudulent means or devices be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**, or if any destruction or damage be occasioned by the wilful act or with the connivance of the **Insured**, all benefit under this **Policy** shall be forfeited.

## 8. 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.

## 9. Subrogation

The Company shall be subrogated in the rights, actions and privileges of the **Insured** against all persons responsible for the loss who are in law liable to make good consequences of the loss in respect of all amounts paid under this Policy and relating to medical or surgical expenses.

## 10. Cancellation

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

- 1) in the event you die or the transfer of the property insured as provided for in Articles 1983-48 and 49 of the Civil Code of Mauritius.
- 2) for non-payment of premium (Articles 1983-21 to 24 of the Civil Code of Mauritius).
- 3) in the event of aggravation of risk (Article 1983-25 of the Civil Code of Mauritius).
- 4) in case of withholding of facts or intentional false declaration by you (Article 1983-30 of the Civil Code of Mauritius).
- 5) in the events set out in Article 1983-35 of the Civil Code of Mauritius.
- 6) in the event of us or you being bankrupt as provided for in Articles 1983-27 and 28 of the Civil Code of Mauritius.
- 7) in the event we refuse to reduce the premium in circumstances provided for in Article 1983-29 of the Civil Code of Mauritius.

Whenever a party purports to cancel the Contract of Insurance, that party shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Civil Code of Mauritius in accordance with the provisions of Article 1983-36 thereof.

## 11. Other Insurances

The **Insured** shall under pain of nullity of the present contract disclose to the **Company** every other insurance the Insured has taken in respect of the risks insured under this Policy. The disclosure shall amongst other things state the names 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 risks, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured risks.

## 12. Legal Representatives

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



### 13. Aggravation of Risk

During the currency of the contract, you must report to us, any modification likely to aggravate the risks in such a manner that, had the new state of affairs existed at the date of execution of the Contract of Insurance, we would not have contracted or would only have done so by claiming a higher premium.

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

In either case it shall be open to us: either to cancel the Contract of Insurance;

or to claim an increased premium, in which case if you do not accept the new rate of premium the Policy shall be cancelled. In the event of the aggravation of the risk being due to your act, we will be entitled in addition to claim damages.

### 14. Disclosure

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

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

- (a) if the fact is ascertained before the loss either
  - (i) to maintain the Contract of Insurance subject to the Insured agreeing to pay an increased premium; or
  - (ii) to cancel this Policy after giving 14 days' notice to that effect to the Insured and refunding a proportionate part of the premium paid.
- (b) if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

### 15. Jurisdiction

This **Policy** shall be governed by the laws of Mauritius. Subject to clause 5 of this General Conditions, the Courts of Mauritius shall have exclusive and final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the original insurance, the liability of the Insurer to indemnify the Insured in such event shall be limited to judgments delivered or obtained by a Court of competent jurisdiction within Mauritius.

### Applying to All Sections of this Policy

These apply to this Policy in addition to the exclusions listed under what is not covered under the relevant sections.

#### War, Civil, and Terrorism Exclusion

##### This Policy does not cover

1. Any accident injury or surgery caused by or arising from or contributed to by any of the following occurrences namely
  - 1.1 war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) mutiny insurrection rebellion revolution civil commotion conspiracy military or usurped power
  - 1.2 loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - 1.2.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
    - 1.2.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - 1.2.3 Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.3 the Insured Persons participating in riot strikes lock outs labour disturbances.
  - 1.4 any condition directly or indirectly caused by or associated with Human T-Cell Lymphatropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or condition of a similar kind howsoever it may be named.
2. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 2.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- 2.2 Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.3 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;

Terrorist Activity as defined herein

A. 'Terrorist Activity' shall mean any deliberate, unlawful act that:

- 1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
  - 2. includes, involves, or is associated with and not limited to the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to:
    - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
    - (b) influence, disrupt or interfere with any government related operations, activities or policies;
    - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
    - (d) disrupt or interfere with a national economy or any segment of a national economy; or
- 3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
  - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
  - (b) hostage taking or kidnapping
- (c) the use of any biological 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.
- (d) the use of radioactive or nuclear agent, material, device or weapon;
- (e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;
- (f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications,

## General Exclusions (continued)

telecommunications, information, public transportation, water, fuel, sewer or waste disposal;

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

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

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

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

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

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

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

2.1 Subterranean fire

2.2 Nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

2.2.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

## General Exclusions (continued)

- 2.2.2 the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 2.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

### **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 (I) 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;

## General Exclusions (continued)

- 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.

### Radioactive, Chemical or Biological Contamination

This Policy does not cover any loss or damage, legal liability, cost or expense, of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with:

- (a) Nuclear energy, radioactivity of any kind or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from combustion of nuclear fuel;
- (b) The use radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- (c) The use of a chemical or biological weapon; or
- (d) The use of any weapon of war employing atomic or nuclear like reaction or radioactive force or matter.

### 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



## General Exclusions (continued)

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

## General Exclusions (continued)

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.

### Special Extension to the above General Exclusion:

A. Loss or destruction of or damage to the insured property by fire, explosion lightning, earthquake or by the special perils referred to in B below shall not be excluded by this General Exclusion.

B. The special perils that are not excluded for the purpose of this special extension are damage caused by:

1. storm, wind, water, hail or snow excluding damage to property
  - a) arising from its undergoing any process necessarily involving the use or application of water;
  - b) caused by tidal wave originating from earthquake or volcanic eruption;
  - c) in the underground workings of any mine;
  - d) in the open (other than Residential Building/s structures and plant designed to exist or operate in the open)
  - e) in any structure not completely roofed
  - f) being retaining walls;
- d), e), f) unless so described and specifically insured as a separated item
2. aircraft and other aerial devices or articles dropped therefrom;
3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

C. The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in A above.

D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.

**HSBC Centre, 1st floor, 18 Bank Street**

**Ebène – Mauritius**

**T: +230 659 0659 / F: +230 659 0666**

**E: [info@quantuminsurance.com](mailto:info@quantuminsurance.com)**

**[www.quantum.co.mu](http://www.quantum.co.mu)**