QUANTUM INSURANCE

BIKE **INSURANCE POLICY**



CONTENTS

Your Bike Policy wording	3
Introduction	4
Contract of Insurance	4
Your Policy	4
Applicable Law and Jurisdiction	5
Important Information	6
How to Make a Claim	7
Excess	8
Additional Policyholder Services	8
Definitions	10
Section 1 - Loss or Damage to Your Bike	12
Section 2 - Your Liability to Others	13
SECTION 3 – Liability to Members of Your Household	14
SECTION 4 - Towing	14
Section 5 - Replacement Locks and Keys	14
Section 6 – Accessories	14
Section 7 - Glass in windscreens	15
Section 8 - Personal Accident for Rider and Pillion Rider	15
SECTION 9 - Medical Expenses	17
Section 10 - Hospital Expenses	17
Section 11 - Vehicle Jacking	18
Section 12 – Road Rage	18
Section 13 - Breakdown and Towing Services	19
Exclusions	20
General Conditions	25

Your Bike Policy wording

An explanation of your policy wording

The present insurance cover represents your bike 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 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 off acts, that is there cord 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 Article1983-12 there of by terms and conditions here in or endorsed here on.

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 Biltoo
Chief Executive Officer

Introduction

Quantum Insurance Ltd is a property and casualty insurer who is registered in Mauritius with BRN No. C14126016, registered office: Ground Floor, Lot 15 A4, Hyvec Business Park, Wall Street, Ebene Cybercity, Mauritius. Quantum Insurance Ltd is authorised and regulated by the Financial Services Authority. Financial Services Register number IS14000023.

Contract of Insurance

This Policy is governed by"Livre III Titre Douzième, Chapitre 3ème of the Mauritius Civil Code" 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:

- Policy booklet, 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** representative
- **Schedule**
- 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, the **Insurer** will provide the cover shown in the **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

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**.

Your Policy

Your bike 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 bike, offering a level of support above and beyond what you'd find with standard cover.

How long does my Bike insurance run for?

The policy will remain in force for 12 months from the date of commencement or renewal or as otherwise 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 let your insurance intermediary know or call us on 659 0659.

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 tell your insurance intermediary to let us know 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 vehicle.
9. Any change in the way that the vehicle is used.

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

When we are notified of a change, we will tell you or the Insurance intermediary 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.

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
- your Policy may become null and void.

Applicable Law and Jurisdiction

This **Policy** shall be governed by the laws of Mauritius. Subject to clause 11 of 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.

This Policy shall, however, exclude:

(a) **judgements, 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 judgement or award under the Foreign Judgements [Reciprocal Enforcement] Act 1961. Your duty to prevent loss or damage**

You shall at all times take all reasonable steps to safeguard your bike from loss or damage You shall maintain your bike 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 your intermediary.

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 agents 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 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 agents.

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.quantuminsure.com.

How to Make a Claim

Submit Online

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

- Go to our bike Insurance Claims section on our website
- Log in using your Quantum account 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 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 to hand when you call:

- your policy number or customer number;
- the time and date of the incident;
- details of what happened; and
- any details you have about the vehicle 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.

- If you need to report the theft or attempted theft of your bike, you must report the incident to the Police as soon as the incident is discovered and obtain an Occurrence Book Number (OB Number).
- 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.
- You should send all letters and correspondence relating to an incident to us or your insurance intermediary without replying to it.
- 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 bike to another repairer. We have the right to move your bike to a place of safe storage without asking you first.
- 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.
- You must stop and give your name, address, vehicle registration number and show your certificate of motor insurance to anyone with reasonable grounds to request it if the incident results in injury to anyone other than you or damage to another vehicle, property or animal.

• 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:

1. The position of all the vehicles before and after the incident;
2. Speeds and distances;
3. Road names and layout;
4. Where the witnesses were standing and how many passengers were in each vehicle;
5. 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 immediately.

Excess

Standard excess (As stated in your Schedule)

Additional young driver excesses for accidental damage claims are in addition to the standard excess.

Young driver Excess of MUR 1,500 is applicable if:

- Driver is aged 25 or under
- Inexperienced driver

Additional Policyholder Services

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.

How to make complaints?

In Writing to:

The Complaints Coordinator, Quantum Insurance Ltd

Lot 15 A4, Hyvec Business Park
Wall Street
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

1. **What information should you provide with your complaint?**

- Specify your name, address, and contact details
- Precise description of nature of complain

How will your complaint be dealt with?

1. The Complaints Coordinator will acknowledge receipt of the complaint within three (3) working days
2. 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.
3. 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.
4. 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.

2. **In what circumstances can you refer the matter to the** Office of Ombudsperson for Financial Services**?**

- 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 Office of Ombudsperson for Financial Services, 8th Floor, SICOM Tower, Wall Street, Ebene
- Please note that the Office of Ombudsperson for Financial Services 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.

Definitions

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

Accessories

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

Agreed Value

The amount we have agreed to pay to replace your vehicle in the event of a total loss. The agreed value amount is shown against the agreed value endorsement on your schedule.

Breakdown

An electrical or mechanical fault or failure to your vehicle which immediately renders your vehicle immobilised.

Certificate of Insurance

The current document issued to you in respect of your vehicle in accordance with the Road Traffic Ordinance (RTO) that proves you have the motor insurance required by the Road Traffic Acts to use your vehicle on a road or other public place. It shows who can drive your vehicle, 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 your 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 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 bike 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

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

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 bike 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.

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 vehicle(s) and the cover provided by the policy.

Territorial Limits

The Republic of Mauritius and its dependencies

Theft

Theft, attempted theft or taking your bike 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 Bike

Any bike described in the schedule and any other bike for which details have been supplied to us and a certificate of motor insurance bearing the registration mark of that bike 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.

Section 1 - Loss of or Damage to Your Bike

What is covered

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

We will pay for all loss or damage caused to your bike, 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:

- Accidental collision or overturning;
- Collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
- Fire or explosion or lightning or self-ignition;
- Burglary or theft or attempted theft;
- Malicious act;
- Whilst in transit (including the processes of loading and unloading incidental to such transit) by road lift or elevator;
- Riots, Strikes, Lock Outs, Civil Commotion;
- Cyclone, Tempest, Flood, Tidal Wave, Earthquake.

What is not covered

- Any excess shown in your schedule;
- Any payment for the loss of use or any financial loss of your bike;
- Wear and tear, mechanical, electrical, electronic, computer or computer software, failure, fault or breakage;
- The cost of repairing or replacing parts added after this insurance started which improve the performance of your bike, increase your bike's value or alter your bike's appearance unless we have been notified and accepted beforehand;
- The cost of repairing or renewing areas of your bike that were not damaged in the incident for which you are claiming;
- Reduction in value including loss of value following damage whether your vehicle was repaired or not;
- Damage to tyres caused by braking, punctures, cuts or bursts;
- Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured;
- Loss of or damage to your Motor Vehicle resulting from fraud or deception;
- Confiscation or requisition or destruction by or under the order of any government or public or local authority.

How we will settle your claim

We will at **our** option repair **your vehicle**, replace **your bike** or pay **you** an amount of cash.
If **we** decide to repair **your bike, we** may choose:

- To use suitable parts or accessories not supplied by the original manufacturer. If any part or accessory needed to repair **your bike** is not available in Mauritius, **we** will pay in cash, the value of that part or accessory based on the latest price list plus the reasonable fitting costs.

- To use one of our Recommended Repairers to carry out the necessary repairs.

If **you** choose not to use them, **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 vehicle was first registered in Mauritius from new, the most that we will pay is the market value of your vehicle unless the value has been agreed. If this is the case an agreed value endorsement will be shown on your schedule and we will pay the amount shown against it.

If your vehicle was first registered outside of Mauritius and we have agreed cover, 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.

The following provisos shall apply:

(i) The cost of repairs, as determined by the appointed motor surveyor, shall exceed sixty five per cent (65%) of the Market Value of **your vehicle** immediately prior to the loss or damage by an insured cause; or

(ii) The appointed motor surveyor recommends that **your** damaged bike cannot be repaired for technical and safety reasons; or

(iii) **Your bike** is insured against burglary or theft and has been stolen but not recovered within 30 days.

Salvage

If **your bike** 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.

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

If the Sum Insured in respect of Your Bike 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 Vehicle.

Section 2 - Your Liability to Others

What is covered

a) Cover provided for you

We will pay all amounts that **you** may become legally responsible for if while using **your bike you;**

- Cause death or bodily injury to any person
- Damage any property.

b) Cover provided for other people

We will also provide the cover described in Section 2 a) for;

- Any person who is named on **your certificate of motor insurance** as long as they have **your** permission to use **your** vehicle
- Any person travelling in, getting into or out of **your** vehicle
- The employer of anyone you allow to drive **your** vehicle as long as your **certificate of motor insurance** permits business use for that vehicle.

c) Legal personal representatives

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.

d) Legal costs

If we think it is necessary we will arrange and pay:

- 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.

You must ask us for and we must give our written agreement to these costs.

e) Temporary Substitutions of your vehicle

If your vehicle 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 a member of the motor trade whilst they are in control of your vehicle. It must be of the same or lesser vehicle specification as your vehicle 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.

What is not covered

- Payment of more than the specified limits (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 bike or any vehicle covered by this policy or any trailer or caravan or any vehicle that is attached to or being towed by your vehicle.
- 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 vehicle:
  - by anyone other than the driver or person in charge of your vehicle or
  - if this loading or unloading involves using any 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 thisPolicy.

Section 3 – Liability to Members of Your Household

What is covered

We will insure **You** or the authorised driver for all amounts which You or the authorized driver may legally have to pay as a result of using **Your bike** 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 1 shall not exceed the amount shown under Section 1 of the **Policy.**

What is not covered

- **Liability not covered under Section 1 of this policy**

Section 4 – Towing (If shown in your current schedule)

What is covered

We will extend Section 2 (Your Liability to Others) whilst **your** vehicle is towing a caravan, trailer or a broken-down vehicle as allowed by law, provided it is attached securely to your bike 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.

Section 5 - Replacement Locks and Keys (If shown in your current schedule)

What is covered

In the event that your vehicle's keys, key fobs, ignition keys, ignition cards, or garage door transmitters are lost or stolen we will pay up to a maximum amount of MUR 2,500 to replace where necessary:

- The keys, cards, fobs, transmitters or transponders
- The cost of replacing any alarm

You will not have to pay an excess for claims under this section.

What is not covered

Please refer to page 20 for Exclusions to Section 5.

Section 6 - Accessories (if declared to Us and shown in your current schedule)

What is covered

If **you** have specifically declared to **Us** the value of the accessories which have been permanently fitted to **your** vehicle, **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 vehicle as its sole source of power.

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.

What is not covered

- **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 motorcycle.

Section 7 – Glass in windscreens (If shown in your current schedule)

What is covered

Any payment we make for repairing or replacing damaged glass in your bike's windscreen (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.

No excess will be applicable for the first claim.

What is not covered

Section 8 - Personal Accident for Rider and Pillion Passenger (If shown in your current schedule)

What is covered

We will pay up to MUR 500,000 in total per rider of your bike for any one incident in the event of bodily injury to you and /or any rider of your bike (including member/s of your immediate family) caused during an incident involving your bike covered by this policy whilst travelling in or entering in or alighting from your bike, 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 vehicle, 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 hereunder

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.

If at the time of an incident covered by this Section the number of passengers in the vehicle involved in such incident is greater than the number of seats indicated in the Schedule then the Sum Insured provided in the Schedule shall be reduced in the same proportion as the number of passengers at the time of the accident bears to the number of seats indicated in the Schedule.

For the purpose of this Provision, children less than six (6) years of age shall be deemed to occupy half a seat.

In the event of an incident leading to Death, children less than 6 years of age are covered for funeral expenses only but limited to a maximum of 10% of the Death Benefit insured.

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 rider 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. **ARM**	
at shoulder	60
between elbow and shoulder	50
at elbow	471/2
between wrist and elbow	45
2. **HAND & FINGERS**	
Band : at wrist	42 1/2
thumb : both phalanges	25
One phalanx	10
any one finger: three phalanges	6
two phalanges	4
one phalanx	2
3. **LEG**	
at hip	70
between knee and hip	50
below knee	35
4. **FOOT & TOES**	
foot : at ankle	30
great toe : both phalanges	5
one phalanx 2	
any other toe : one both phalanges	1
5. **EYES**	
Both eyes	100
One eye	30
lens of eye	20
6. **EARS**	
One ear	7
both ears	12
hearing of one ear	7
hearing of both ears	50

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

DEFINITIONS UNDER THIS SECTION

1. PERMANENT DISABLEMENT

Disablement (other than loss of limbs) causing the rider and the pillion passenger 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 Section 9 & 10)

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.

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

Section 9 - Medical Expenses (If shown in your current schedule)

What is covered	What is not covered
We will pay up to MUR. 5,000 per rider to cover the medical expenses of you and /or any rider (including any member of your immediate family) travelling with you in your vehicle who is injured as a result of an incident involving your Vehicle. This cover will also extend to you whilst you are travelling in any other Vehicle, whether as a driver or passenger. **Medical Expenses shall include:** 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	• 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 alcohol to an extent that contravenes the Road Traffic Act or any type of illegal 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 rider or not; • An incident that occurs while you are committing or attempting to commit a crime or driving illegally.

Section 10 – Hospital Expenses (If shown in your current schedule)

What is covered	What is not covered
We will pay up to MUR. 5,000 per rider 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 to stay in hospital for more than 24 hours. This cover will also extend to you whilst you are travelling inany other Vehicles, 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.	• 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 illegal 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 or not; • An incident that occurs while you are committing or attempting to commit a crime or driving illegally.

Section 11 - Vehicle Jacking (If shown in your current schedule)

What is covered	What is not covered
If you suffer a physical assault as a direct result of an aggravated theft or aggravated attempted theft of your vehicle we will pay you up to MUR.5, 000 towards your costs for medical expenses, trauma counseling or other associated expenses. This is the most we will pay for any one incident irrespective of the number of people involved in that incident	• 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 12 - Road Rage (If shown in your current schedule)

What is covered	What is not covered
If you suffer a physical assault as a direct result of an accident involving your vehicle then we will pay you up to MUR.5,000 towards your costs for medical expenses, trauma counselling or other associated expenses. This is the most we will pay for any one incident irrespective of the number of people involved in that incident	• 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

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

A solicitor or other person 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.

Standard Basis

The assessment of costs which are proportionate to your claim.

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 are no longer prospects 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 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 only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises.You must send the name and address of the legal representative you wish to choose to us and we may decide not to accept your choice. If you and we do not agree with your choice of legal representative, the matter will be settled using the disputes procedure below. 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 may be referred to an arbitrator, who you and we agree to. If we and you cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council 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 we will share the legal costs and expenses.

Section 13 - Breakdown and Towing Services (If shown in your current schedule)

What is covered	What is not covered
We will provideYou with a Breakdown and Towing Services through our service provider connection with the following: • Breakdown Services in case of mechanical or electrical breakdown; • Towing when your vehicle has broken down in case of mechanical&/or electrical problem or in case of accident; • Taxi service to any single destination for a maximum of 5 persons in case towing is provided.	We will not provide the towing/breakdown service if; • The service has been used 3 times within one year of cover; • A second towing is requested for same break down problem; • The vehicle is to be transported from one garage to another; • The vehicle is not accessible to ADA's tow truck; • 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. • The breakdown is out of ADA's expertise

If your Vehicle has broken down or cannot be driven safely as a result of an Accident, Call our Service Provider 24/7 on 211 3030

EXCLUSIONS

The General Exclusions apply to all sections of this Policy.

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

1. Any Accident, Loss, Damage, Injury or Liability caused, sustained or incurred while Your vehicle 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 vehicle or Motor vehicle in terms of the Legislation;

e) 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;

g) Use as Airport Service Vehicles and/ or whilst being used airside;

h) Use as Police force and/ or military vehicles;

i) Transportation of highly explosive substances (for example, nitro-glycerine, dynamite or similar substances) as principal use;

j) 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

. Any accident, Loss, Damage, Injury or Liability in (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

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

Asbestos Exclusion

5. 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 and Other Civil Disturbances

1. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;

3. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

4. 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.

Nuclear Energy Risks Exclusion Clause

Worldwide excluding USA and Canada

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:-

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

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

(a) The generation of nuclear energy; or

(b) The Production, Use or Storage of Nuclear Material.

(III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but onlyto the extent of the requirements of that local Pool and/or Association.

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

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

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

(ii) Any Machinery Breakdown or other Engineering insurance 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:-

i) 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

ii) Radioactive Products or Waste.

"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:-

(i) Any Nuclear Reactor;

(ii) 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

(iii) 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.

SEEPAGE, POLLUTION 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 endorsement 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 formspart 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: -

a) loss or destruction of or damage to any property whatsoever (including a computer) or an loss or expense whatsoever resulting or arising therefrom;

b) any legal liability of whatsoever nature;

c) 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.

i) 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

ii) 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

iii) 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

iv) 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

These 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, 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:

(i) Maintain this **Policy** subject to **You** agreeing to pay an increased premium, or

(ii) 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**:

1. Take all reasonable steps to safeguard **Your Motor Vehicle** from loss or damage;

2. Lock **Your Motor Vehicle** and remove the keys from its vicinity when it is unattended;

3. Maintain **Your Motor Vehicle** in good running condition;

4. Allow Us to inspect Your Motor Vehicle at any time;

5. Not leave **Your Motor Vehicle** 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 Vehicle** 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 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 ratable 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 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.

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 **We** 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*"

If **You** pay **Your** premium by direct debit **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 premiums for the **Period of Insurance** shall immediately become due.

14. **Automatic Renewal**

Both ***You*** and **We** 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 Vehicle** or assists or encourages or instructs others to commit such anact 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 **Accident**;

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 Vehicle** 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 Proposal Form 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 Proposal Form 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.

Lot 15A4, hyvec Business Park,
Wall Street, Ebène 72201 - Mauritius
T: +230 659 0659
F : +230 659 0666
E: info@quantuminsurance.com
www.quantum.com