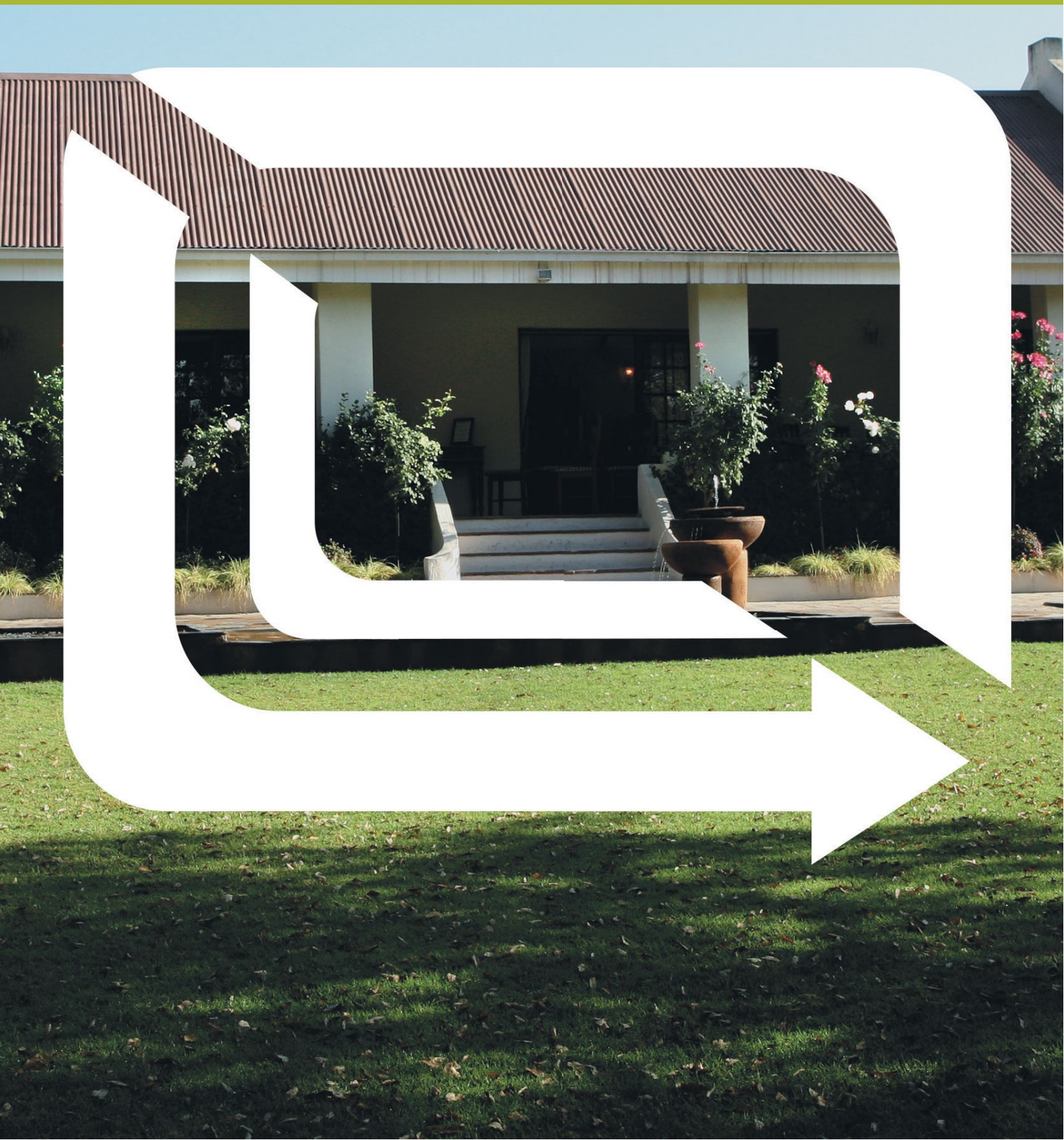
QUANTUM
INSURANCE

HOME **INSURANCE POLICY**



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Your Home policy

An explanation of your policy wording

The present insurance cover represents your household 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 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 is 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 Executive Officer

Your Home policy wording

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 home insurance claim notification 24 hours a day, 7 days a week by following the steps below:

- Go to our home 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 home insurance claim form.
- Attach any supporting documentation, such as police reports, valuations, etc. The home insurance claim form will tell you what is required.

Once we receive your home 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.

It will help us deal with you speedily if you have the following details to hand when you call:

- the number of this Policy or customer number;
- the date of the incident and the time of discovery;
- details of what happened; and
- any details which you may have about the property and the extent of the loss or damage.

If emergency repairs are necessary, please contact our claims line on **+230 6590659** for immediate help and advice.

You can make temporary repairs to prevent further loss or damage. However, until you have discussed your claim with us we are unable to confirm that the loss or damage is covered by your policy. You should keep a copy of any invoices relating to the temporary repairs as they may form part of your claim.

It would be helpful if you could take photographs of the damage. We must have the chance to inspect the damage before you carry out permanent repairs.

If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. If you receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to us. (This could include any claim form; summons to appear in court or other legal document.) Do not admit that you are responsible unless you have spoken to us.

How to make a complaint

What to do if you are not satisfied

If for any reason you are dissatisfied about our standard of service, please channel this information to us through our complaints coordinator (the "Complaints Coordinator").

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

The present document will guide you through.

1. How to make complaints?

In Writing to:

The Complaints Coordinator, Quantum Insurance Ltd
1st Floor, HSBC Centre
18 Bank Street
Ebène Business Park
Ebène 72201

Telephone

Please call. +230 659 0659

E-mail

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

Website

You may login to your account and submit your complaint online

2. What information should you provide with complaint?

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

How to make a complaint (continued)

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 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, Ebène.

• 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.

Your cover

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, their partner and members of their family living with them permanently, during the period of insurance at the address shown 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 incident unless otherwise stated in this policy booklet or any Endorsement.
- "Indemnity Period" refers to the period for which the Insured shall be paid a monthly indemnity starting 90 days after termination of employment and not exceeding the maximum indemnity period of 6 months

Your cover

Section 1 - Residential Building/s and Contents

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

The meaning of words

"Residential Building/s" mean the fully enclosed residential building or residential building/s at the **Location of Premises** shown in the **Schedule**, primarily used as a place of residence and the following if they form part of **Your Home** and belong to you or are your responsibility.:

- Domestic Outbuildings.
- Domestic garages that form part of residence.
- Fixtures and fittings in or on the Residential Building/s.
- Swimming pools, permanently fitted hot tubs.
- Tennis hard courts.
- Terraces, drives and footpaths.
- Boundary and garden walls, gates, fences and hedges.
- Permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used.
- built in gas and electric cookers

Your Home means the private residence and gardens at the address shown in the **Schedule**, domestic garages and Outbuildings at the same residence.

Contents means household goods and personal belongings which you own or for which you are responsible.

This includes:

- fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to your home;
- freestanding gas and electric cookers;
- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and re-used;
- carpets
- portable hot tubs

- Valuables, jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins limited to MUR 15,000 any one item unless specifically agreed and mentioned in the policy schedule.

- Office equipment – computers, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele- communications equipment and office furniture used in connection with your business or job but not worth more than MUR 50,000 in total. You must be responsible for insuring the office equipment;

- The value for all other contents is limited to MUR 100,000 any one item unless listed under **Specified Contents** in the policy schedule.

Specified Contents means those items which are listed in the current **Schedule** as '**Specified Contents items**'. These are items which you have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim you must be able to provide evidence of value and ownership of '**Specified Contents'** items.

Contents does not include

- **Contents** insured under any other policy;
- Money
- securities (financial certificates such as shares and bonds), certificates and documents;
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- caravans and trailers or their parts and accessories;
- aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories;
- lottery tickets and raffle tickets;
- laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- animals;
- any part of the structure of **Your Home**, central heating system, ceiling, wallpaper or similar (except those covered under the tenant's liability event);
- **Contents** which you own or use at any time for business, professional or trade purposes, (except for office equipment).

Insured Perils means the insured perils mentioned in the **Schedule**.

Location of Premises means the land including yard and garden areas on which **Your Home** is located at the address stated in the current **Schedule**.

Set means a group of similar or related items that belong together.

Unfurnished means not having a bed, flooring, kitchen appliances and utensils to live there permanently.

Unoccupied means not having been lived in for more than 60 days in a row, unless otherwise approved in writing by us on such terms and conditions as we may in our sole discretion deem appropriate.

Uninsured Perils – means events or matters that are excluded from, and do not form part of, the Insured Perils and are therefore not covered under this Policy, as more fully described hereinafter.

Burglary or **Housebreaking** means theft following forcible and violent entry.

Theft means theft without forcible entry.

Flood means the inundation of normally dry land by water that has escaped or has been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified or of any reservoir, canal or dam.

Storm means violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.

Subsidence means the downward movement of the ground beneath the Residential Building/s (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Ground Heave means the upward movement of the ground beneath the Residential Building/s as a result of the soil expanding.

Landslip means the downward movement of sloping ground.

Paraplegia" or "Quadriplegia means paraplegia or quadriplegia which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

What is covered	What is not covered
This policy covers all loss of or damage to your Residential Building/s, Outbuildings, Contents and other property described in the schedule caused by the following Insured Perils, to the exclusion of the risk and perils described in the table appearing opposite to the present one under the heading '[What is not covered]'.	• Anything which happens gradually. • Loss, damage, injury or liability shown in the General Exclusions. • All Uninsured Perils.
Fire, lightning, explosion, smoke	• Anything which happens gradually. • Loss or damage caused by scorching, melting or warping unless accompanied by flames.
Cyclone, Tempest, Storm, Hurricane, flood, tidal wave	• Loss or damage by Cyclone, Hurricane, Storm, Tempest & Tidal Wave i) to exterior signs, exterior aerials, conservatories, glass houses, greenhouses, loggias, pergolas, canopies, gates, fences, roads, water reservoirs, exterior lighting, solar water heaters, guttering and downpipes. ii) to exterior paintwork, waterproofing treatment unless the Residential Building insured is so damaged by the perils insured as to require repair or replacement. iii) to property in the open or in open premises or in verandas or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded). iv) to or structures under construction, reconstruction, repair, renovation, demolition, installation, erection or assembly. v) to **Contents** located below ground level. • Loss or damage by Flood and inundation caused by subsidence or landslip. • Loss or damage by Flood i) to property in the open or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded). ii) to gates, fences or roads. iii) to **Contents** located below ground level.

What is covered	What is not covered
Cyclone, Tempest, Storm, Hurricane, flood, tidal wave	• i) Loss or damage by rainwater damage unless such loss or damage is directly consequent upon the Loss or damage to the **Residential Building/s, Outbuildings, Contents** and other Property described in the schedule by any of the Insured Peril occurring at any time during the Period of Insurance, loss or damage by Your Home being so damaged by Cyclone, Hurricane, Storm or Tempest as to admit rainwater to the interior of the Your Home. ii) Loss or damage due to Rust, Oxidation, Humidity unless such loss is directly attributable to actual physical and visible contact of the insured property with water admitted into Your Home as a result of damage caused to the Your Home by Cyclone, Hurricane, Storm or Tempest. Damage to that part of any insured property which has not been in direct contact with water. • Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.
Earthquake & Volcanic Eruption, Tsunami	• Anything which happens gradually. • Loss or damage caused by scorching, melting or warping unless accompanied by flames.
Impact by land vehicles, animals, aircraft or aerial device dropped from them or falling of trees	• Anything which happens gradually. • Loss or damage caused by felling or lopping trees. • Loss or damage caused by domestic animals.
Riot, Strikes, Lock Outs or Malicious Damage	• Loss or damage caused after your home has been left Unfurnished or Unoccupied. • Loss or damage caused by you.

What is covered	What is not covered
Bursting and overflowing of water tanks or pipes	• Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather. • Loss or damage caused after Your Home has been left Unfurnished or Unoccupied. • Loss or damage caused by the failure or lack of appropriate sealant and/or grout. • Loss or damage caused by subsidence, heave or landslip that results from water escaping. • The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations
Subsidence, collapse, ground heave or landslip	• Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless your home, its domestic **Outbuildings** or garages are damaged by the same cause at the same time. • Landslip caused by the coast being worn away. Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Residential Building are damaged by the same cause at the same time. • Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.
Burglary 'Housebreaking' / Theft	• Loss or damage caused after your home has been left Unfurnished or Unoccupied. • Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. • Loss or damage that you do not report to the police at your first opportunity. • Loss or damage resulting from Burglary, Housebreaking or Theft or attempted Burglary, Housebreaking or Theft by you. • Loss or damage resulting from Burglary, Housebreaking or Theft or attempted Burglary, Housebreaking or Theft in which you are an accomplice or the instructor thereof.

What is covered	What is not covered
Home Assistance Emergency Home Assistance Service delivered by our service provider ADA Ltee, is limited to first temporary measures to stop or prevent further damage until adequate repairs are carried out. The service provider will respond within three hours (or as agreed) from the request, round the clock 365 days a year in respect of the following services: - replace broken locks or lost keys. - secure the place if a window is broken or if your home is no longer protected. - water leak or an electrical failure. Calls during cyclonic periods **only** up to cyclone class three (3). **Conditions:** - Appointment for assistance is to be arranged between Insured and service provider - Insured has to be present during intervention or designate a representative of his choice. - No premium is refunded in case of cancellation - For security purposes, Fast Assist's attendant will display an employee badge at each call. - Intervention sheet to be signed by Insured at each call. **The 24 hour emergency phone number:** ☎: 800 9999	• Cost of permanent repairs • Cost of spare parts • Cost of repairs for services other than the ones mentioned under section 'what is covered' • Other locations not mentioned in the policy • Assistance when policy has expired • Location is not accessible by a four wheeler vehicle • Inherent vice • Service during riots, war, civil war & terrorism • Intervention as from issuance of warning cyclone class 4 by the meteorological services.
Modification Costs **(Applicable only when you have Residential Building/s cover)** We will pay you for the cost of modifying your Residential Building/s on confirmation of your permanent **Paraplegia** or **Quadriplegia** by a registered medical practitioner, if: a. your permanent **Paraplegia** or **Quadriplegia** is a direct result of loss or damage to your Residential Building/s by an Insured Peril covered by this Policy; and b. your **Residential Building/s** are your principal place of residence. The maximum amount we will pay arising out of any one event for the cost of modifying your Residential Building/s in relation to your permanent **Paraplegia** or **Quadriplegia** incident regardless of the number of **Residential Building/s** or Contents insurance policies held with us will be MUR100,000.	

Food Spoilage
(Applicable only when you have contents cover)

We will pay for spoilage of perishable food in a domestic refrigerator, freezer or deep freeze unit caused by:

a. breakdown or failure of the unit or any of its components;

b. escape of the refrigerant or fumes; or

c. accidental failure of the public electricity supply to the Residential Building/s

- Loss or damage as a result of a deliberate act by you or the electricity company.

- Any amount over MUR 5,000.

What is covered

Involuntary Loss of Employment

In the event of Involuntary Loss of Employment of the Insured after the Commencement date and during the Period of Insurance, we shall, strictly for the purposes of enabling the Insured to repay his/her [housing] loans and to settle the school fees of his/her children, pay the Insured a monthly indemnity not exceeding MUR 25,000 (the "Monthly Indemnity') for each subsequent continuous completed 30 day period of the Insured's [Involuntary Loss of Employment],

PROVIDED THAT:

1. You have paid the premium;

2. You have notified us of the Involuntary Loss of Employment;

3. The aforesaid notification falls after a waiting period of 90 days from the Commencement date. Should you not be successful in getting a job after 90 days, then this Policy will be triggered and shall indemnify you for 3 months after the 90th day;

4. The total period of such indemnity in any Period of Insurance shall not exceed 6 months

5. **You** remain unemployed during the period for which the Monthly Indemnity under this Policy is paid.

6. **You** shall inform **us** as soon as **you** accept an alternative job within the Indemnity Period. If it is found that the Insured has been re-employed during the period he/she has been receiving Monthly Indemnity, the entire claim will be void and we reserve the right to recover the full amount paid to the Insured as Monthly Indemnity since the beginning of his/her Involuntary Loss of Employment.

7. You are eligible as per the eligibility conditions hereunder:

(a) You were, and remain at all material times, a citizen or duly authorised resident, of Mauritius.

What is not covered

We are not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to an/or in connection with any of the following (each a "Non Involuntary Loss of Employment");

- If **you** are deemed to have impending knowledge of termination of employment at the Commencement Date;
- If **you** have not been in continuous employments with the same employer for a period of 6 months;
- If **you** fail to successfully complete **your** probationary period;
- Involuntary Loss of Employment due to misconduct or poor performance;
- If the Involuntary Loss of Employment is in any way voluntary or results directly or indirectly from **your** own actions;
- Any Involuntary Loss of Employment where **you** cannot prove it was involuntary and that none of the exclusions in this section apply;
- If you refuse any other reasonable employment offered by **your** employer;
- Resulting directly or indirectly from a strike, labour dispute or lock-out;
- Happens at a time when working outside Mauritius for more than 30 days in a row;
- As a result of resignation or mutual agreement;
- Where it is normal or seasonal in **your** occupation or due to non-renewal of an employment contract by the authorities;
- Involuntary Loss of Employment resulting from a conviction for a crime or dishonesty or fraud;
- If the Involuntary Loss of Employment is caused by **you** not holding a valid permit to work in Mauritius;
- Arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution insurrection, military or unsurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- Directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- If any misrepresentation or concealment is made by **you** or on **your** behalf to obtain cover in support of any claim hereunder;
- If at the date of Involuntary Loss of Employment **you** were employed by a company of which your spouse, partner, parent, child, brother or sister were a director and or shareholder (other than by way of bona fide investment in a company quoted on a recognized stock exchange)

What is covered	What is not covered
(b) You were, at the time of termination of your employment, under a valid and binding employment contract. For the purposes of this Policy, the term "Involuntary Loss of Employment" shall mean any event which leads to the loss of your employment, except for the Non Involuntary Loss of Employment events described in the opposite table in this page 15.	• If **you** are employed on a fixed term contract of less than 2 years or in a part time or temporary employment; • As a result of **Insured's** Involuntary Loss of Employment arising at any time during the probationary period of the contract of employment; • Where **you** were dismissed by **your** employer in accordance with the employers rights to do so under Mauritius labour law; • Where **you** have neither had **your** employment terminated nor become redundant but instead had his salary and or allowances withheld in full for whatever reason; • Company failure where a contributing cause was a natural catastrophic peril; • The period of which payment from the employer is received instead of working notice; • **You** are deemed to be self-employed. • Any notification not reported to **us** within 30 days. • If **you** are an expatriate, any Mauritius resident visa obtained through sponsorship from a family member. (family sponsored visas)]
Rental cost of Insured's Loss **(Applicable only when you have Residential Building/s cover)** If the Residential Building/s are damaged by an Insured Peril covered by this Policy to such an extent that you or your tenant cannot live in them, we will pay your rental costs for: the length of time which we agree is necessary to reinstate your **Residential Building/s**, or up to a maximum period of 12 months, whichever period of time is the lesser. If you normally live in the **Residential Building/s**, the amount we will pay will be based on the **Residential Building/s'** rentable value.	We will not pay for rental costs if you are the landlord and: • your **Residential Building/s** have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage, or • you did not have a contract in place for your **Residential Building/s** to be tenanted within the 30 days immediately following the date of the loss or damage.

Rental cost of Insured's Loss (continued) If you are the landlord, the amount we will pay will be based on the monthly rent payable by your tenants as at the date of damage to the **Residential Building/s**. Any payment we may make under this benefit will be in addition to any amount we pay on **Residential Building/s**. The maximum amount we will pay under this Policy will be MUR 150,000 for the Period of Insurance.	
Accidental breakage of glass We will pay for accidental breakage of fixed glass in windows, doors, fanlights or skylights and roofs, sanitary fixtures forming part of the **Residential Building/s** and Outbuildings. The maximum amount we will pay under this Policy will be MUR 100,000.	• Loss or damage caused after your home has been left unfurnished or unoccupied. • damage to framework • If no equivalent part is available the most we will pay is MUR 100,000.
Guest/Visitor/Domestic Helper's property (Applicable only when you have contents cover) **We** will pay if property belonging to **your** Guests, visitors or domestic helpers is lost or damaged by an Insured Peril covered by this Policy when **your** guests', visitors' or domestic helper's property is kept in the **Residential Building/s**, provided that we would have paid the claim if the lost or damaged property had belonged to **you**.	• Any amount over MUR 10,000.

Section 1 - Residential Building/s and Contents (continued)
Additional Covers (if shown in your current Schedule)

What is covered	What is not covered
Electrical damage to appliances **(Applicable only when you have contents cover)** Electrical damage (other than by mechanical or electrical breakdown or derangement) to radio, television sets, video and Hi-Fi equipment, indoor aerials, computers and peripheral in **Your Home**.	• Any amount exceeding the contents sum insured • chipping, denting and scratching • Items designed to be portable, including portable computers mobile/smart/android/ phones, laptops, iPhones/iPads/iPods and tablets. Damage to discs, software, flash drive, memory sticks, records, cassettes, tapes or loss of recording. • Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files. Electronic, electrical or mechanical breakdown or failure. Wear and tear. • Loss or damage caused during cleaning, repair, alteration or from an item being operated incorrectly.
Credit card loss or theft **(Applicable only when you have contents cover)** If **your** credit card or other automatic teller machine card is lost or stolen during the Period of Insurance and you are legally liable to pay for credit given to anyone who has found or stolen **your** card during the **period of insurance**, **we** will pay up to MUR 5,000 for any one occurrence of loss or theft of one or more of your cards. You must have complied with the conditions under which **your** card was issued before **we** will pay **you** under this benefit.	• Any amount over MUR 5,000.
Replacement of locks and keys **(Applicable only when you have Residential Building cover)** **We** will pay for the replacement of keys or locks, or changes to key codes if the security of **Your Home** is at risk following a Burglary, Housebreaking, Theft, or loss	• Any amount over MUR 5,000.

Landscaping **(Applicable only when you have Residential Building cover)** **We** will pay the cost of landscaping including the replacement of fixed trees, plants and shrubs that have been lost or damaged by an Insured Peril covered by this Policy, up to a maximum amount of MUR 100,000 in any one **Period of Insurance**.	• loss or damage caused by cyclone, flood, hurricane, storm, tempest, tidal wave, rainwater or run-off; • theft of trees, plants and shrubs that were not planted in the ground. • Tree lopping caused directly or indirectly by tree lopping or felling by you or another person who is acting with your express or implied consent;
Boarding Up Costs **(Applicable only when you have Residential Building/s cover)** **We** will cover for additional costs incurred to secure **Your** Home as a result of an insured loss or damage. The maximum amount **we** will pay under this cover will be MUR 10,000.	

Section 1 - Residential Building/s and Contents (continued)
Additional Covers (if shown in your current Schedule)

Basis of Indemnity – Residential Building/s and Outbuildings

In the event of the **Residential Building/s** and **Outbuildings**, insured under this Policy being destroyed or damaged by any Insured Peril hereby insured against, the basis upon which he amount payable in respect of such destruction or damage is to be calculated shall be the cost of replacing or reinstating the **Residential Building** destroyed or damaged.

Provided always that:

a) For the purpose of this clause the work of reinstatement shall mean the carrying out of the aforementioned work, namely:

   i) Where the **Residential Building** is destroyed, the rebuilding in a condition equal to but not better or more extensive that its conditions when new.

   ii) Where the **Residential Building** is damaged, the repair of the damage and the restoration of the damaged portion of the **Residential Building** to a condition substantially the same as but not better or more extensive than its condition when new.

b) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Company** not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment under this sub-clause shall be made.

c) When any **Residential Building** insured under this **Policy** is damaged or destroyed in part only, the liability of the **Company** shall not exceed the sum representing the cost which the **Company** could have been called upon to pay for reinstatement if such property had been wholly destroyed.

d) No payment beyond the amount which would have been payable under this **Policy** if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

e) Each **Residential Building** insured under this **Policy** is declared to be separately subject to the following Condition of Average, namely:

"If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the **Residential Building** had been destroyed exceeds the **Sum Insured** thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such **Residential Building** by any other Insured **Peril** hereby insured against, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly".

f) No payment beyond the amount which would have been payable under this **Policy** if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any **Residential Building** insured hereunder such **Residential Building** shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth herein.

g) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this **Policy** if this clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of this Policy, including any Condition of Average therein, as if this clause had not been incorporated therein.

Special Provision – Thatched roofs

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

Period since new	Indemnity **(Percentage of new replacement value)**
Up to 5 years	100%
Over 5 years to 8 years	60%
Over 8 years to 10 years	30%
Over 10 years	10%

Basis of Indemnity - Contents

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

Matching Sets, Suites and Carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. We will pay you for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Reinstatement

This Policy is automatically reinstated after any claim and the **Sum Insured** shall not be reduced by any claim, except in case of total loss of any insured property.

Involuntary Loss of Employment

1) If the claim is valid the Monthly Indemnity will be payable to the **Insured's** bank account.

2) (a) Settlement of all claims submitted on or before 15th of the previous month, will be directly credited to **Insured's** Bank Account on 1st of the following month.

(b) Settlement of all claims submitted on or after 16th of the previous month, once validated, will be made on 16th of the following month.

3 **The Company** will conduct the investigation every month and the subsequent Monthly Indemnity will be settled based on the investigation report. In case the **Insured** is not eligible for the next Monthly Indemnity, the **Company** will advise the **Insured** accordingly.

The **Insured** has to show us his passport or identity card every month and declare his employment status. Subsequently the money will be paid to the **Insured's** Bank account.

Section 2 – Personal Effect and Valuables All Risks (If shown in your current Schedule)

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

The meaning of words

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

What are Valuables?

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

What is covered	What is not covered
We will pay for loss or damage to the **Personal Effects** and **Valuables** covered by this section and shown in your the **Schedule,** which you own or are responsible for anywhere in the world at any time during the Period of Insurance.	• loss of or damage to household goods, tools, contact lenses, micro corneal lenses, money, stamps, tickets, medals, coins, cheques, business books, securities, certificates, documents of any kind. • breakage of china, glass, sculpture, pictures, spectacles, sunglasses or any article of a brittle nature other than jewellery unless such breakage is caused by burglars, thieves, fire or accident to the vehicle, vessel or aircraft carrying the article. • loss or damage caused by moth, vermin, insect, wear and tear, gradual deterioration, electrical or mechanical breakdown, derangement, rot, rust, mildew, fungus or corrosion. • damage to or deterioration of any article caused by the actual process of heating, dyeing, cleaning, repair, renovation or alteration. • scratching of lenses. • breakage of glass, overwinding, denting or internal damage of clocks, watches and precision instruments. • loss of or damage to unaccompanied luggage loss of or damage to insured property when left in a vehicle unless such property is safely locked up in the boot. But in the event of loss of or damage to insured property safely locked in a vehicle not equipped with a boot, an excess of MUR 2,500 of each and every claim will be applicable.

	• damage to guns caused by rusting, bursting of barrels or fracture of stocks. • breakage of sports equipment whilst in use or loss of or damage to any sports equipment caused whilst participating in racing or professional sporting activities. • loss of or damage to stamp collections by climatic and/or atmospheric condition and/or extremes of temperatures unless such loss or damage would be recoverable under an ordinary fire insurance policy. • if musical instruments are insured hereunder, breakage of strings, reeds or drummage from any cause • the first 10% of each and every accidental loss or damage claim or MUR 2,500 whichever is higher.

The amount payable shall not exceed

a) in respect of **Valuables** or **Personal Effects** insured collectively - MUR. 10,000.- for any one article.

b) in respect of any one specified item in the **Schedule** - the **Sum Insured** thereon.

Provisions

1. **Pairs and Sets**

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

2. **Jewellery Inspection**

Where any item of jewellery exceeds MUR 25,000.- in value it is a condition of this **Policy** that it shall be examined by a competent jeweller before the insurance attaches.

3. **Contact Lenses**

If contact lenses are insured as a separate item of this **Section 2** the insurance provided as far as contact lenses are concerned is restricted to total loss only, always subject to Provision 1 above.

4. **Claim Settlement**

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

5. **Reinstatement**

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

Section 3 – Pet cover
(if shown in your current Schedule)

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

The meaning of words

Condition
A specific, identifiable illness, injury or accident or change in your pet's health.

If a vet considers a number of injuries, accidents, illnesses or changes in your pet's health or behavior are connected, they will be considered to be one incident.

Pet
The dog(s) and/or cat(s).

Treatment
Consultations, examinations, tests, X-rays, surgical procedures, prescription drugs and medication, nursing and hospitalization all provided by or given under the instruction or referral of a vet or an employee of a vet practice under a vet's supervision.

Vet/veterinary
A qualified veterinary surgeon holding a current registration with the Mauritius Veterinary Association.

What is covered

Pet Cover – Veterinary Fees Only
(For Dogs and Cats Only)

(Applicable only when you have Residential Building/s cover)

We will pay the cost of fees charged by a veterinary practice for consultations, examinations, tests, X-rays, surgical procedures, drugs and medication, nursing and hospitalisation all provided by or given under the instruction, supervision or referral of a qualified vet, for an illness, injury, accident or change in your pet's health.

The most we will pay is up to the vet fee limit shown on your Schedule for your pets (Dogs and/or Cats) for the Period of Insurance.

Vets' fees payable for the death of or injury to your pet as a result of an accident within the first 48 hours of the first period of insurance of your policy.

Claims conditions
These are the claims conditions that **you** will need to keep to as **your** part of this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstance **your** policy might be invalid.

Examination by a vet
You must arrange for a **vet** to examine and treat **your pet** as soon as possible after you notice any illness or injury or any changes in **your pet's** health.

Transferring rights
We have the right if we choose, in your name but at our expense to:

- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments

that have already been made.

What is not covered

The following applies to the veterinary fees cover and all covers included within the veterinary fees cover.

- The excess is detailed on your Schedule and is the part of a claim that you have to pay for each condition, in each period of insurance.
  You will have to pay the vets' fees excess amount shown on your Schedule for each condition, in each period of insurance.
  Vets' fees payable for any changes in your pet's health or behaviour you or your vet notice within the first 14 days of the first period of insurance of your policy.

- Any treatments that are or relate to:
  1. procedures which are not to treat an illness or injury, or that are preventative, or complications as a result of these procedures; pregnancy, giving birth or rearing puppies or kittens.

  2. Routine examinations, grooming, bathing, dematting, micro-chipping, vaccinations, treating fleas, spaying or castration. Cosmetic surgery or any procedures you choose to have carried out which are not related to an injury or illness.

  3. Hospitalisation unless the vet confirms that hospitalisation is necessary.

  4. Supplements and probiotics which can be purchased over the counter or internet without prescription.
     These medications are sometimes referred to as nutraceuticals and include joint, organ, vitamin and mineral supplements.

  5. House calls unless the vet confirms that to move your pet would seriously endanger its health.

  6. Unlicensed treatment.

What is covered	What is not covered
Pet Cover – Veterinary Fees Only **(For Dogs and Cats Only)**	7. Sex hormonal problems unless directly resulting from a valid claim. 8. The cost of pheromone products. 9. Ovariohysterectomy to prevent mammary tumours or the reoccurrence of false pregnancies. 10. Cryptorchidism (retained testicle(s)). 11. Removal of deciduous teeth if your pet is over the age of 4 months when your policy started. 12. Removal of dew claws unless they are damaged or infected. 13. The cost of transplant surgery, including pre and post-operative care. 14. Costs charged by a vet to fill or provide a Prescription. 15. The cost of prosthesis, including any veterinary treatment needed to fit the prosthesis, other than the cost of hip, knee and/or elbow replacement(s). 16. Stem-cell or gene therapy. 17. Any claim as a result of a notifiable disease, e.g. rabies rabies, foot-and-mouth disease, swine vesicular disease, peste des petits ruminants, lumpy skin disease, bluetongue, African horse sickness, classical swine fever, Newcastle disease, vesicular stomatitis, rinderpest, contagious bovine pleuropneumonia, rift valley fever, sheep pox and goat pox,African swine fever and highly pathogenic avian influenza.) 18. Treatment costs incurred after the period of insurance has expired.

What is covered	What is not covered
Pet Cover – Veterinary Fees Only **(For Dogs and Cats Only)**	• **We** will not pay claims: 1. For malicious or willful injury or gross negligence to your pet which is caused by **You** or members of **your family.** 2. For medication that has not been recommended by a **Vet.** 3. For **pets** which are not dogs or cats. • **We** will not pay claims for any pet which suffers from a notifiable disease. These are rabies, foot-and-mouth disease, swine vesicular disease, peste des petits ruminants, lumpy skin disease, bluetongue, African horse sickness, classical swine fever, Newcastle disease, vesicular stomatitis, rinderpest, contagious bovine pleuropneumonia, rift valley fever, sheep pox and goat pox, African swine fever and highly pathogenic avian influenza. • **We** will not pay: 1. The cost and compensation for euthanasia of **your pet** under a court order or following its destruction for the protection of livestock. 2. For slaughter, by order from any government, local authority or any person having jurisdiction in the matter, except in the case of destruction for humane reasons to stop incurable suffering. • **We** will not pay claims for any **pet** used for commercial breeding ('commercial breeding' means used for breeding more than 2 times in the **pet's** lifetime) monetary gain, commercial guard or security purposes, or for any form of racing, or any **pet** trained to attack.

What is covered	What is not covered
Pet Cover – Veterinary Fees Only **(For Dogs and Cats Only)**	• **We** will not pay claims for any **pet** which should be registered as Dangerous Dogs under the Animal Welfare Act 2013. • **We** will not pay claims for any changes that **you** or **your vet** notices in your **pets** health before this policy started, or any illness or injury that develop from these changes. • **We** will not pay for claims outside the territorial limits of the Republic of Mauritius and its dependencies.

Section 4 - Personal Liability (if shown in your current Schedule)

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

The meaning of words Insured

a. Includes the Insured's wife/husband permanently residing with him/her

b. Any other person on behalf of whom the Insured declares that he is acting and includes that other person's wife/husband permanently residing with that other person.

Related Insured

a) Any person for whose acts or omissions the Insured is civilly responsible

b) Includes, if not already coming within paragraph (a), the ascendant s and descendants or other relatives of the Insured permanently residing with him.

Bodily Injury

Bodily Injury includes disease.

Property Damage

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

Event/s

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

Any number of such claims arising from the same original cause or attributable to the same source, whether those claims are made by one or by several third parties, shall be deemed to constitute one event.

Limit/s of Liability

Such limits in respect of any one **Event** and in the aggregate in respect of all **Events** occurring during any one **Period of Insurance** as specified in the **Schedule**.

Legal Costs

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

Territorial Limits

Mauritius and its dependencies.

What is covered

1. **We** agree, subject to the terms and conditions provided herein, and in particular subject to any specific exclusion so provided and to the **Limits of Liability** specified in the Schedule, to pay such sums as the **Insured** or a **Related Insured** shall become legally liable to pay as a result of an **Event** in respect of **Bodily Injury** or **Property Damage**

   resulting from any act or omission of the **Insured** himself,

   resulting from the acts or omissions of a **Related Insured,**

   caused by any domestic animal belonging to the Insured or Related Insured and so long as the **Insured** or **Related Insured** has the use thereof,

   caused by any object of which the **Insured** or **Related Insured** has the custody,

   for which the **Insured** would be responsible as owner, possessor, lessee, holder or occupier of movable or immovable property, and as tenant under articles 1732 to 1735 of the Mauritius Civil Code.

2. The **Company** shall in addition pay any Legal Costs incurred with its written consent, subject to the **Limits of Liability** specified in the **Schedule**.

What is not covered

The **Company** shall not be liable for any liability incurred by the **Insured** or **a Related Insured** in respect of **Bodily Injury** or **Property Damage**:

i) suffered by the **Insured** or by a **Related Insured**

ii) where such **Bodily Injury** is sustained by any person in the employment of the **Insured** or **Related Insured** under a contract of service or apprenticeship and arises out of and in the course of that employment

iii) where the damaged property belongs to persons other than the **Insured** or a **Related Insured** and is in the care, custody or control of the **Insured** or **Related Insured** or of a person in the employment of the **Insured** or **Related Insured** by virtue of that employment, provided that this exclusion shall not apply in the case of damage to property covered by clause 1 (i) (d)

iv) arising out of the presence on the **Insured's** premises of motor vehicles belonging to third parties

v) arising out of the carrying out by **Insured** or **Related Insured** of any profession, occupation, trade or business

vi) where the **Insured's** or **Related Insured's** liability for such **Bodily Injury** or **Property Damage** has been assumed by the **Insured** or **Related Insured** under a separate contract and would not otherwise have attached

vii) arising out of the ownership, possession of, or operation by, the **Insured** or **Related Insured** of any registered mechanically propelled or animal-drawn vehicle, any ship, vessel or craft (other than manually propelled), or any aircraft

viii) resulting from a deliberate act or omission of the **Insured** or of a **Related Insured** if such injury or damage could reasonably have been expected to result from such act or omission having regard to the nature and circumstances of such act or omission

ix) where the **Insured's** or **Related Insured's** liability would, but for the existence of this **Policy**, be insured by any other contract or contracts of insurance, except in respect of any **Excess** over the amount which would have been payable under such other contract or contracts of insurance had this **Policy** not been entered into

x) arising from the transmission of any communicable disease

Section 5 - Domestic Workers Compensation (continued) (if shown in your current Schedule)

The meaning of words Event

Solely for the purpose of this Section 4

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

Territorial Limits

Territorial Limits means Mauritius and its dependencies

What is covered

We agree that if any domestic servant or private driver of the Insured shall sustain bodily injury or disease arising out of and in the course of his employment by the Insured as a household employee which injury or disease shall be caused by any **Event** as defined herein occurring within the **Territorial Limits** during the Period of Insurance stated in the **Schedule** or during any subsequent period in respect of which the **Insured** shall have paid and the **Company** shall have accepted the premium required for the renewal of this **Policy**.

We will, subject to the terms, exceptions and conditions contained herein or endorsed hereon, indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such injury or disease and in addition pay all costs and expenses incurred with its written consent up to the limit specified in the **Schedule**.

In the event of the death of the **Insured** we will in respect of the liability incurred by the Insured indemnify the **Insured's** personal representatives in terms of this Policy provided that such personal representatives shall as though they were the **Insured** observe fulfill and be subject to the terms exceptions and conditions of this Section of this **Policy** in so far as they can apply.

What is not covered

a) any injury or disease caused elsewhere than in the **Territorial Limits**

b) any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the **Insured** and such party

d) any sum that would be payable to an injured employee or to the legal personal representatives of the dependents of the employee in connection with the injury or disease under the National Pensions Act 1976

e) death of or **Bodily Injury** to an employee arising from the transmission of any communicable disease

f) medical expenses in excess of MUR 4,000 other than medical expenses forming part of an award

General Conditions

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 this 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) on the happening of any loss or damage

1. the Insured shall

i) on being informed of such loss or damage, and at the latest within FIVE DAYS therefrom, notify the **Company** thereof. In case of theft this time limit is reduced to 24 HOURS.

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

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

iv) supply at his own expense all reports plans specifications information and assistance reasonably required

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

2. the Company may enter take or keep possession of the damaged property and deal with such property in a reasonable manner.

(b) no property may be abandoned to the **Company** without its consent.

(c) no admission offer promise or payment shall be made by or on behalf of the Insured. However, the mere admission of a material fact will not be considered as an acknowledgement of liability. The **Company** shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the **Company** may require.

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

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

(f) In no case whatsoever shall the **Company** be liable for any loss or damage after the expiry of twelve months from the happening of the loss or damage unless the claim is subject to pending action or arbitration.

(g) ALL CLAIMS ARE PAYABLE IN MAURITIUS IN LOCAL CURRENCY.

4. Repairing or replacing property

If we are going to repair or replace any property, you must give us any relevant plans, documents, books and information we ask for. We will always try to repair or replace the property as it was at the start of the Period of Insurance. If we cannot we will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most we will pay for any one item is the **Sum Insured** as shown in the **Schedule**.

5. Precautions

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

6. Other insurances

You shall under pain of nullity of the present contract disclose to us every other insurances you have contracted in respect of the risk(s) presently insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the **Sum(s) Insured**.

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

7. Duration of the Contract

(a) The Contract of Insurance shall come into effect following payment and /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.

(b) Subject to the provisions of paragraphs (c), (d) and (e) of this clause 7, the duration of the Contract of Insurance 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 party 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.

8. 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**.

9. 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.

10. 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.

11. 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 this Policy, 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.

12. 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 this 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.

13. 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.

14. Average

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

15. 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.

16. Subrogation

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

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

The above conditions of subrogation 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

17. 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.

18. Jurisdiction

This **Policy** shall be governed by the laws of Mauritius. Subject to clause 9 of this Section, 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.

General Exclusions

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 WAR AND TERRORISM EXCLUSION

This Policy does not cover

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

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

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

    1.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

    1.4 Terrorist Activity as defined herein

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

    1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or

    2. includes, involves, or is associated with 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) he use of any missile, bomb, incendiary device, grenade, explosive or firearm;

(f) he interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;

(g) the injuring or assassination of any elected or appointed government official or any government employee;

(h) the seizure, blockage, interference with, disruption of, or damage to any government Residential Building/s, institutions, functions, events, tangible or intangible property or other assets; or

(i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

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

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any 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 Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event that any part of this clause is found to be invalid or 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

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 (Worldwide)

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 Building/s 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 only to the extent of the requirements of that local Pool and/or Association.

(IV) 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, Residential Building/s, 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. "Nuclear material" as defined herein.

"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 t eh absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

"Nuclear waste" as defined herein.

"Nuclear fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy. "Nuclear explosives" means an explosive involving the release of energy by nuclear fission or fusion or both.
"Nuclear weapon" means a nuclear device designed, used or usable for inflicting bodily harm or property 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 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 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 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.

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.

ASBESTOS EXCLUSION

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

TRANSMISSION AND DISTRIBUTION LINES EXCLUSION

This **Policy** does not cover any loss of, destruction of or damage to any kinds of above or below ground transmission and distribution lines, including wire, cables, poles, scaffolding, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual unless those transmission and distribution lines for which the **Insured** carries the risk are located no further than 300 metres from an insured plant of the **Insured**.

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

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

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.

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;

in the open (other than Residential Building/s structures and plant designed to exist or operate in the open)

d) in any structure not completely roofed

e) 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.

CLARIFICATION AGREEMENT

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Contract of Insurance.

Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

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

DURATION OF NATURAL PERILS

A "loss occurrence" in respect of Natural Perils insured hereunder shall be understood to mean all individual losses arising out of and directly occasioned by one and the same event. However, the duration and extent of any "loss occurrence" so defined shall be limited to:

(a) 72 consecutive hours as regards hurricane, windstorm, rainstorm, hailstorm, tornado, typhoon and/or cyclone;

(b) 72 consecutive hours as regards earthquake, seaquake, volcanic eruption and/or tidal wave;

(c) 72 consecutive hours as regards any claim to which two or more of the above-mentioned perils contribute;

(d) 168 consecutive hours as regards any claim resulting from a peril not indicated under a) and b).

If any event is of greater duration than the above periods, the Company shall divide that event into two or more loss occurrences whereby:

- the period for the first loss occurrence has commenced at the date and time of the first individual loss that is indemnifiable by the Company;
- Two periods cannot overlap and no gap can be between two periods

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