

## FIRE INSURANCE

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### THE SCHEDULE

attaching to and forming part of Policy Number **F37-41831-01**

<b>INSURED</b>	<b>SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE</b>
<b>POSTAL ADDRESS</b>	A5 OCREAN BLISS SOC PIERRE BLEU SOUFFLEUR FLIC EN FLAC
<b>ACCOUNT NUMBER</b>	453903
<b>CLIENT BRN</b>	-
<b>PERIOD OF INSURANCE</b>	<b>FROM 1 June 2023 TO 31 May 2024</b> <b>(BOTH DAYS INCLUDED)</b> <b>and shall not be subject to “tacite reconduction”.</b>
<b>PROPERTY INSURED</b>	As per specification attached
<b>SUM(S) INSURED</b>	A. Rs 200,000,000                      B. Not Applicable C. Not Applicable                      D. Rs 2,000,000 E. Not Applicable                      F. Not Applicable
<b>SUB LIMIT</b>	<u>CYCLONE &amp; FLOOD PERILS</u> FIRST LOSS LIMIT : RS. 80,000,000 ANY ONE OCCURRENCE  <u>BURGLARY</u> FIRST LOSS LIMIT : RS. 10,000,000 ANY ONE OCCURRENCE  <u>ACCIDENTAL DAMAGE</u> LIMIT : RS. 5,000,000 ANY ONE OCCURRENCE
<b>SPECIAL PERILS INSURED</b>	NOS 5.1, 5.2(a), 5.3., 5.4., 5.5, 5.6, 5.7, 5.8, 5.9, 5.10

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### EXCESS

#### BURGLARY:

RS.10,000 OF EACH AND EVERY CLAIM

#### FIRE AND ALL OTHER PERILS:

10% OF EACH AND EVERY CLAIM SUBJECT TO A MINIMUM OF RS.25,000 AND A MAXIMUM OF RS.250,000

#### ACCIDENTAL DAMAGE:

RS.10,000 OF EACH AND EVERY CLAIM

#### GLASS BREAKAGE:

RS.5,000 OF EACH AND EVERY CLAIM

### EXTENSIONS

#### AS PER ATTACHED ENDORSEMENT

- ALL OTHER CONTENTS
- ALTERATIONS
- APPRAISEMENT
- ARCHITECTS', QUANTITY SURVEYORS', CONSULTING ENGINEERS' FEES AND LEGAL FEES
- AUTOMATIC REINSTATEMENT OF SUM INSURED
- BOARDING - UP COST
- BREACH OF CONDITIONS
- CAPITAL ADDITIONS
- CLAIMS PREPARATION COSTS AND DEBRIS REMOVAL
- COST OF DEMOLITION & CLEARING AND ERECTION OF HOARDING
- DESIGNATION OF PROPERTY
- DURATION OF ANY ONE EVENT - HOURS (72-HOURS)
- ELECTRICAL
- ENTRY / EXIT EXTENSION
- ERRORS AND OMISSIONS
- ESCALATOR
- FIRE BRIGADE CHARGES
- GLASS EXTENSION
- MISDESCRIPTION
- PARKING OF VEHICLES
- PUBLIC AUTHORITIES
- REPLACEMENT OR REINSTATEMENT SERVICE
- TEMPORARY REMOVAL
- TEMPORARY REMOVAL OF DOCUMENTS
- TENANTS OCCUPANCY
- TRACE AND ACCESS EXTENSION
- UNOCCUPANCY
- WATCHMAN'S FEES
- WORKMEN'S

## FIRE INSURANCE

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- CLAUSES** AS PER ATTACHED ENDORSEMENT
- ACCIDENTAL DAMAGE
  - FIRST LOSS AVERAGE
  - WAIVER OF SUBROGATION
- SPECIAL CONDITIONS**
- EXCLUSION (d) UNDER SPECIAL PERIL 5.5. (CYCLONE) OF THIS POLICY IS DELETED AND REPLACED BY :-  
(d) THIS INSURANCE SHALL EXCLUDE ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY CYCLONE, HURRICANE, STORM, TEMPEST AND FLOOD TO EXTERIOR AERIALS/ANTENNAS, EXTERIOR SIGNS, PERGOLAS, CANOPIES, PATIOS, GATES, FENCES OR WALLS, ROADS, PATHS AND DRIVEWAYS, PAVED AND CONCRETE YARD, TENNIS COURTS, WATER RESERVOIRS, TANKS, CESSPITS, SEPTIC TANKS, EXTERIOR LIGHTING, LAMP POSTS, SOLAR WATER HEATERS, GUTTERING AND DOWN PIPES
  - INSURED SHALL BE FULLY COMPLIANT WITH PROVISIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 2005 AND ANY AMENDMENTS BROUGHT THERETO WITH REGARDS TO:
    - PREVENTION OF FIRE
    - SAFETY PROVISIONS IN CASE OF FIRE
    - FIRE CERTIFICATE (COPY TO BE SUBMITTED)(NOTE: FIRE SERVICES MUST BE INVITED TO VISIT PREMISES TO ENSURE COMPLIANCE).
  - INSURED WILL ENSURE THAT ALL ELECTRICAL WIRINGS AND INSTALLATIONS ARE DONE ACCORDING TO INSTITUTE OF ELECTRICAL ENGINEERS STANDARD. A CERTIFICATE AS TO THE COMPLIANCE OF THE ABOVE SHOULD BE PROVIDED BY A PROFESSIONAL ELECTRICAL ENGINEER.
  - CLOSED CIRCUIT TELEVISION TO BE OPERATIONAL ON 24HR BASIS AND RECORD THEREOF BE KEPT FOR THE COMPANY'S REFERENCE IN CASE OF CLAIMS. THE SYSTEM HAS TO BE MAINTAINED IN PROPER WORKING ORDER AT INSURED'S COSTS.
  - 24 HOURS WATCHMAN SERVICES BE PROVIDED ON PREMISES INCLUDING WEEK ENDS AND PUBLIC HOLIDAYS AS WELL.
- SPECIAL TERMS**
- AS PER ATTACHED ENDORSEMENTS
    - COMMUNICABLE DISEASE EXCLUSION (LMA 5394)
    - CYBER LOSS LIMITED EXCLUSION (LMA 5410)
    - SANCTION LIMITATION
    - COMPLAINTS PROCEDURE

## FIRE INSURANCE

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<b>FIRST PREMIUM</b>	<b>Rs 102,204 (including Policy Fee and FSC Fee)</b>
<b>RENEWAL PREMIUM</b>	<b>Rs 102,404 (including Policy Fee and FSC Fee)</b>
<b>SERIAL NO.</b>	<b>05-3105-2023</b>
<b>AGENCY</b>	<b>SWAN - LRLAETITIA</b>
<b>RENEWAL DATE</b>	<b>1 June 2024</b>
<b>DATE POLICY SIGNED</b>	<b>31 May 2023</b>
<b>POLICY REFERENCE</b>	<b>FAP/2015/01</b>



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For and on behalf of  
**SWAN GENERAL LTD**

## FIRE INSURANCE

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DATE : 31 May 2023

SERIAL NO. : 05-3105-2023

**SPECIFICATION** attaching to and forming part of:

POLICY : FIRE

POLICY NUMBER : F37-41831-01

IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

<u>Item</u>	<u>Sum Insured</u> Rs
A. Buildings including Landlord's Fixtures & Fittings therein and thereon and the Walls, Gates, and Fences around and pertaining thereto, Swimming Pools.	200,000,000 R
D. Debris Removal and Claims Preparation Costs.	2,000,000

**SITUATION** : AT ALL PREMISES OWNED, LEASED OR OCCUPIED BY THE INSURED ANYWHERE IN THE REPUBLIC OF MAURITIUS BUT MORE SPECIFICALLY AT ALLEE DES COCOTIERS, MELVILLE, GRAND GAUBE.

## FIRE INSURANCE

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DATE : 31 May 2023

SERIAL NO. : 05-3105-2023

**ENDORSEMENT** attaching to and forming part of :

POLICY : FIRE

POLICY NUMBER : F37-41831-01

IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby declared and agreed that the above numbered Policy is subject to the following **EXTENSIONS**:-

### **ALL OTHER CONTENTS**

It is agreed that the term "All Other Contents" is understood to include :-

- (a) Money and Stamps for an amount **not exceeding Rs. 5,000**
- (b) Documents, Manuscripts and Business Books, Plans and Designs but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein, for an amount **not exceeding Rs. 5,000** in respect of any one Document, Manuscript, Business Book, Plan or Design.
- (c) Patterns, Models, Moulds, but only for the value of materials and sums expended in labour on the said articles for an amount **not exceeding Rs. 5,000** in respect of any one Pattern, Model or Mould.
- (d) Computer Systems Records, but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (**excluding any expenses in connection with the production of information to be recorded therein**) and not for the value to the Insured of the information contained therein for an amount **not exceeding Rs. 5,000** and so far as the same are not otherwise insured.
- (e) Directors or Employees Pedal Cycles and other Personal Effects for an amount **not exceeding Rs. 750** in respect of any one Pedal Cycle and **Rs. 1,500** in respect of the other Personal Effects of any one Employee.

### **ALTERATIONS**

The insurance by this Policy shall not be prejudiced by any alteration of occupancy due to the transfer of processes or machinery in the aforesaid buildings, nor by structural alterations and/or repairs limited to buildings, machinery and/or plant **provided that notice be given to the Company as soon as practicable after such transfer or alteration has been made, and an additional premium paid if required from date of such alteration.**

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### APPRAISEMENT

It is understood and agreed that if the aggregate claim for any one loss does not exceed 5% of the sum insured by the item or items affected, no special inventory or appraisal of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings insured by the said item.

For the purpose of this clause, the term "Item" shall be held to apply to the total sum insured on buildings and/or contents by the item or items so affected.

### ARCHITECTS', QUANTITY SURVEYORS', CONSULTING ENGINEERS' FEES AND LEGAL FEES

The insurance by each item on Building & Machinery includes an amount in respect of Architects', Quantity Surveyors', Consulting Engineers' and Legal Fees necessarily and actually incurred in the reinstatement or replacement of the said buildings or machinery consequent upon its destruction or damage by any peril hereby insured against (but not any fees for the preparation of the claim or estimate of loss) **not exceeding 10%** of the amount of loss paid under the appropriate item under this Policy in respect of such destruction or damage and **provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the Sum Insured by each item.**

### AUTOMATIC REINSTATEMENT OF SUM INSURED

It is agreed that in the event of loss or damage by the perils hereby insured to the insured property and in the absence of written notice by the Company or by the Insured to the contrary the amount of insurance cancelled by such loss is to be automatically reinstated from the date of the loss, the Insured undertaking to pay such necessary premium as may be required for such reinstatement from that date.

### BOARDING - UP COST

This insurance is extended to cover the cost of boarding-up or otherwise securing of the business until such time as permanent repairs are effected in respect of **FIRE AND ANY OTHER INSURED PERILS.**

**Limit : Rs. 500,000 any one occurrence**

### BREACH OF CONDITIONS

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any Condition or Warranty shall void the Policy only in respect of all the risks to which that breach applied and does not affect the Policy in respect of the other risks.

## FIRE INSURANCE

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### CAPITAL ADDITIONS

The Insurance hereby extends to cover alterations, additions and improvements to Buildings, Machinery, Plant and Equipment at all or any of the Insured's premises as described for an amount **not exceeding 10%** of any item, **provided that:-**

- (a) **This extension shall only apply to additional property as defined and not to appreciation in value of existing property.**
- (b) **The Insured shall notify the Company of each additional insurance required every THREE months and shall pay the appropriate additional premium due thereon from the date of inception of such additional insurance.**
- (c) **This extension does not apply to property more specifically insured.**

### CLAIMS PREPARATION COSTS AND DEBRIS REMOVAL

The insurance includes costs and expenses incurred in producing and certifying any particulars or details required by the Company under the terms of this Policy **but limited to reasonable payments in respect of :**

- (i) **additional wages or salaries to the Insured's own employees**
- (ii) **additional fees to the Insured's usual Auditors**
- (iii) **cost of materials used**
- (iv) **insured's own loss Assessors Fees**

It is further understood that this insurance is extended to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:-

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up and propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other peril hereby insured against.

**The liability of the Company under this Clause and the Policy in respect of any item shall in no case exceed the sum insured thereby.**

## FIRE INSURANCE

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### **COST OF DEMOLITION & CLEARING AND ERECTION OF HOARDING**

This Policy is extended to include costs necessarily incurred by the Insured in respect of the demolition of buildings and/or machinery and/or the removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the property insured by fire or any other perils hereby insured against, **provided that the total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.**

**Limit : Rs. 1,000,000 any one occurrence**

### **DESIGNATION OF PROPERTY**

For the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

### **DURATION OF ANY ONE EVENT - HOURS (72-HOURS)**

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

72 consecutive hours as regards an earthquake, seaquake, tidal wave and/or volcanic eruption.

72 consecutive hours as regards riots, strikes, civil commotion and malicious damage.

168 consecutive hours for any other catastrophe of whatsoever nature.

### **ELECTRICAL**

"It is hereby declared and agreed that insurance by the terms of this Policy is extended to cover destruction of or damage to any dynamo, transformer, motor, wiring, main or other electrical appliance by FIRE AND ANY OTHER INSURED PERILS occasioned by:

Shortcircuiting, overrunning, excessive pressure or leakage of electricity

#### **Excluding**

- (i) Destruction or Damage resulting from gradual deterioration, wear and tear, explosion, electrical or mechanical breakdown not caused by any of the causes mentioned above**
- (ii) Loss of or Damage to electric bulbs and the like".**

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### ENTRY / EXIT EXTENSION

The insurance by Insured Peril No. 9 (Burglary) is extended to cover loss or damage to the insured property following upon any of the under mentioned circumstances :-

- (a) Entry to or exit from the premises by the use of any implement to overcome the locks or fasteners to doors and/or windows and/or other openings
- (b) Entry to the premises by means of a defectively secured window or other opening provided reasonable precautions are usually in force to ensure the security of the premises
- (c) Entry to the premises by the use of violence or deception
- (d) Persons concealed upon the premises before the close of business. Provided reasonable proof of such entry can be submitted by Insured

### ERRORS AND OMISSIONS

The Insured is held covered up to an amount not exceeding 10% of the sum insured under this Policy in respect of any one building and/or contents thereof in respect of inadvertent underinsurance or incorrect valuation by bona fide error, accidental omission to insure any extension or additions to plant during the currency of this Policy. **It is warranted that the Insured will give notice to the Company immediately any of the aforesaid happenings come to their notice and will pay any additional premium which may become due as a result thereof.**

### ESCALATOR

In consideration of the payment of an additional premium (amounting to 50% of the premium produced by applying the percentage(s) specified to the annual premium on the undernoted items) the sum insured by each of the said items shall, during each Period of Insurance, be increased by that proportion of the specified percentage which the number of days since the commencement of such period shall bear to the whole of such period.

Item No.	Percentage Increase
A	10%

Unless specifically agreed to the contrary the provisions of this memorandum shall only apply to the sums insured in force at the commencement of the Period of Insurance.

At each renewal date the Insured shall notify the Company:-

- (a) the sums to be insured at the commencement of the forthcoming Period of Insurance.
- (b) the percentage increase(s) required for the forthcoming Period of Insurance and in default thereof the provisions of this memorandum shall cease to apply.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

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### FIRE BRIGADE CHARGES

Where Municipalities or Local Authorities are empowered to charge the cost of fire extinguishing and/or water to the owners or occupiers of premises and owners of contents, the said expenses will be considered as constituting a claim under the Policy cover.

**Limit : Rs. 100,000 any one occurrence**

### GLASS EXTENSION

Accidental damage to fixed plate glass on the premises excluding denting, scratching and chipping for an amount not exceeding **Rs. 1,000,000**

**Excess : Rs 5,000 of each and every claim**

### MISDESCRIPTION

This insurance shall not be prejudiced by any alteration of occupancy due to transfer of process or machinery. Notice to be given to the Company immediately the Insured becomes aware of the same and to pay additional premium if required, from the date of the inception of the increased hazard.

### PARKING OF VEHICLES

Parking of vehicles in the premises is allowed without prejudice to the insurance hereby.

### PUBLIC AUTHORITIES

The insurance by this Policy extends to include such additional cost of repairing or rebuilding the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority **provided that:-**

**(1) The amount recoverable under this Extension shall not include:**

**(a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws**

- (i) in respect of destruction or damage occurring prior to the granting of this Extension**
- (ii) in respect of destruction or damage not insured by the Policy**
- (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage**
- (iv) in respect of undamaged property or undamaged portions of property**

**(b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.**

## FIRE INSURANCE

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- (c) **the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.**
- (2) The work of rebuilding or repair must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) **subject to the liability of the Company under this Extension not being thereby increased.**
- (3) If the liability of the Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
- (5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

### **REPLACEMENT OR REINSTATEMENT**

It is hereby agreed that in the event of the property insured by any Item (the sum insured in respect of which is marked "R") under this Policy being destroyed or damaged by any peril hereby insured against, the basis upon which the amount payable in respect of such destruction or damage is to be calculated shall be the cost of replacing or reinstating the property destroyed or damaged.

**Provided always that :-**

1. **For the purpose of this Clause the work of reinstatement shall mean the carrying out of the aforementioned work, namely:**
  - (a) **Where property is destroyed, the rebuilding of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.**
  - (b) **Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.**

## FIRE INSURANCE

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2. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Policy if this Clause had not been incorporated therein shall be made.
3. When any property insured under this Clause 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.
4. No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
5. Each item insured under this Clause 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 property covered by such Item 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 property by any other peril hereby insured against then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly”.
6. No payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property 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.
7. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this Clause had not been incorporated therein.

### SERVICE

The Insurance by this Policy relating to “Buildings” and “Contents” extends to include telephone, gas, water and electric instruments, meters, piping, cabling and the like and the accessories thereof, including similar property in adjoining yards or roadways or underground (and pertaining to the Buildings or Contents insured by the respective items of this Specification) all the property of the Insured or of suppliers or others, for which the Insured is responsible.

## FIRE INSURANCE

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If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

**Limit : Rs. 500,000 any one occurrence**

### TEMPORARY REMOVAL

Subject to the following provisions, the property insured by this Policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road in Mauritius.

The amount recoverable under this extension in respect of each item of the Policy **shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10 per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby.**

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- (a) Motor Vehicles and Motor Chassis
- (b) Property held by the Insured in trust, other than machinery and plant.

### TEMPORARY REMOVAL OF DOCUMENTS

In so far as this insurance includes deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) this insurance extends to cover such property, **provided the same be not otherwise insured, for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road in Mauritius.**

### TENANTS OCCUPANCY

It is hereby declared and agreed that should a tenant of the Insured (where the Insured owns the Building) or another tenant or the owner of the building (where the Insured is a tenant of the building) do or omit to do, without the knowledge or consent of the Insured, anything which would vitiate the within Policy exceptions, conditions and/or warranties, this Policy will not be held to be void on that account **provided that the Insured shall notify to the Company the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by the Company during the continuance of this insurance.**

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### TRACE AND ACCESS EXTENSION

The insurance by the terms of this Policy shall be extended to cover the reasonable costs and expenses necessarily incurred in locating the source of water leakage at the Insured's premises, such costs shall include the reinstatement of walls, floors and ceilings removed or damaged during the search and professional fees.

**This extension shall not cover:**

- (a) Loss or damage caused by wear and tear, gradual deterioration, corrosion, rust, mechanical breakdown, inherent vice, latent defect or faulty installation;
- (b) Loss or damage caused during installation, repairing, maintenance or dismantling.
- (c) The cost of repairing the source of the leakage unless caused by loss or damage covered by an insured peril.
- (d) Loss or damage to the water containing system/apparatus itself.
- (e) Costs or expenses where there is no available water supply system diagram/map.
- (f) Costs of replacing or repairing any undamaged/unmoved items.

**Limit : Rs. 200,000 any one occurrence**

### UNOCCUPANCY

This insurance shall not be invalidated by any insured building becoming unoccupied but due notice shall be given to the Company and suitable extra premium paid if required.

### WATCHMAN'S FEES

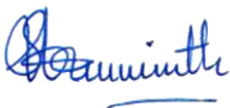
The insurance is extended to cover the cost of employing a watchman or watchdog or security guard following upon loss or damage insured hereunder from the time of such loss or damage until such time as it is possible to secure the premises by boarding-up or otherwise.

**Limit : Rs. 50,000 any one occurrence**

### WORKMEN'S

Workmen are allowed to carry out structural alterations to the Buildings within described without prejudice to the Insurance by this Policy.

All terms and conditions remain otherwise unaltered.



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For and on behalf of  
**SWAN GENERAL LTD**

## FIRE INSURANCE

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DATE : 31 May 2023

SERIAL NO. : 05-3105-2023

**ENDORSEMENT** attaching to and forming part of :

POLICY : FIRE

POLICY NUMBER : F37-41831-01

IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby understood and agreed that the above numbered policy is subject to the following **CLAUSES** :

### **ACCIDENTAL DAMAGE**

#### **Defined events**

Accidental physical loss of or damage to the insured property occasioned otherwise than by a peril listed in the Policy Special Perils Endorsement.

**The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated below and**

**Notwithstanding the Policy Contribution and Average Clause, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.**

#### **Specific exceptions**

**The company shall not be liable for**

- (a) more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection**
- (b) detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process**

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- (c) unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information
- (d) loss of or damage to insured property caused by
  - i) any fraudulent scheme, trick, device or false pretence practised on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured
  - ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure.  

This exception applies only to vessels, pipes, tubes or similar apparatus
  - (iii) breakdown, electrical, electronic and/or mechanical derangement
  - (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon
  - (v) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear
  - (vi) denting, chipping, scratching or cracking not affecting the operation of the item
  - (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light
- (e)
  - (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container
  - (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes
- (f) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant

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- (g) collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

### Definition

#### Insured property

Any tangible property belonging to the insured or held in trust or on commission for which they are responsible other than

- (a) current coin, bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, unused certificates, documents or instruments of a negotiable nature
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art
- (c) property in transit by air, inland waterway or sea
- (d) railway locomotives, rolling stock and other railway property, aircraft and watercraft
- (e) standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives
- (f) electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto
- (h) property in the possession of customers under lease, rental, credit or suspensive sale agreements
- (i) glass, china, earthenware, marble and other fragile or brittle objects

## FIRE INSURANCE

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It is further declared and agreed that insurance by the aforementioned Policy extension is subject to the provisions of the existing Policy Reinstatement or Replacement Clause and Self Insurance (Average) Clause/First Loss Policy Average Clause.

LIMIT OF INDEMNITY : Rs. 5,000,000 any one occurrence

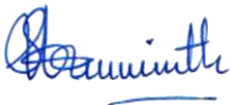
### FIRST LOSS AVERAGE

If following loss or damage to Property Insured under this Policy, the actual total value at risk is found to be of greater value than that declared to the Company, then the liability of the Company shall be limited to the proportion which the declared Value at Risk shall bear to such actual value at risk, provided that the liability of the Company shall not exceed the limit of indemnity under this Policy.

### WAIVER OF SUBROGATION

In consideration of an additional premium included in the net premium, the Company shall forfeit all rights and remedies to which the Company shall be or would be entitled or subrogated against **LANDLORD'S &/OR LANDLORD'S INSURERS AND THE OTHER TENANT'S &/OR TENANT'S INSURER'S** upon payment for or making good any loss or damage to the property insured under the above numbered policy by Fire &/or any other Perils insured against.

All terms and conditions remain otherwise unaltered.



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For and on behalf of  
**SWAN GENERAL LTD**

## FIRE INSURANCE

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DATE : 31 May 2023

SERIAL NO. : 05-3105-2023

**ENDORSEMENT** attaching to and forming part of :

POLICY : FIRE

POLICY NUMBER : F37-41831-01

IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby understood and agreed that the above numbered Policy is subject to the following **ADDITIONAL EXCLUSIONS** :

**COMMUNICABLE DISEASE EXCLUSION (LMA 5394)**

1. **Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.**
2. **As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:**
  - 2.1. **the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and**
  - 2.2. **the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and**
  - 2.3. **the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property**

## FIRE INSURANCE

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It is further declared and agreed that GENERAL EXCLUSION 2.7.7, i.e. COMPUTER LOSS GENERAL EXCLUSION is deleted and replaced by :-

### CYBER LOSS LIMITED EXCLUSION (LMA5410)

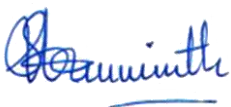
1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System, unless subject to the provisions of paragraph 2.
  - 1.2 any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data.
2. Subject to the other terms, conditions and exclusions contained in this-Policy, this Policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft, or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze, or weight of snow

### Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System
5. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

All terms and conditions remain otherwise unaltered.



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For and on behalf of  
**SWAN GENERAL LTD**

## FIRE INSURANCE

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DATE : 31 May 2023

SERIAL NO. : 05-3105-2023

**ENDORSEMENT** attaching to and forming part of :

POLICY : FIRE

POLICY NUMBER : F37-41831-01

IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby declared and agreed that **GENERAL CONDITION NO. 3.21**, under the above numbered policy is deleted and replaced by the following:

### **SANCTION LIMITATION**

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All terms and conditions remain otherwise unaltered.



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For and on behalf of  
**SWAN GENERAL LTD**

## FIRE INSURANCE

---

DATE : 31 May 2023  
SERIAL NO. : 05-3105-2023

**ENDORSEMENT** attaching to and forming part of :

POLICY : FIRE  
POLICY NUMBER : F37-41831-01  
IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby declared and agreed that the 'Complaints Procedure' under the above numbered policy is deleted and replaced by the following:

### **COMPLAINTS PROCEDURE**

#### **WHAT TO DO SHOULD YOU WISH TO MAKE A COMPLAINT?**

- \* STEP 1  
Seek resolution directly with the department dealing with your query/claim
  
- \* STEP 2  
If the concerned department has not addressed your query/claim to your satisfaction and you are still disappointed with any aspect of our products/ services, you may then make a complaint in writing to the Complaints Coordinator

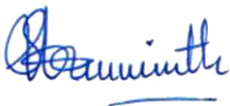
#### ➤ Your complaint shall include: -

- a) your name, telephone number, address and email;
- b) your policy and/or claim number;
- c) the nature of the complaint and the facts and circumstances giving rise to the complaint;
- d) the relief being sought;

#### ➤ The complaint shall be sent **by registered post with advice of delivery** to the following address:-

**The Complaints Coordinator**  
**Swan General Ltd**  
**Swan Centre**  
**10, Intendance Street,**  
**Port Louis**

All terms and conditions remain otherwise unaltered.



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For and on behalf of  
**SWAN GENERAL LTD**

#### **WHAT WILL HAPPEN IF YOU COMPLAIN?**

- \* STEP 1  
You will receive an acknowledgement of receipt of your complaint letter within 3 working days of receipt of your complaint letter.
  
- \* STEP 2  
Once an assessment and full investigation of your query/claim has been made, we will respond to you in writing with a decision within 1 month of the receipt of your complaint.

Our final response letter shall indicate, where possible, the reasons and circumstances that have been taken into consideration to reach our decision

#### **WHAT TO DO IF YOU ARE STILL NOT HAPPY?**

If after having made your complaint to the Complaints Coordinator, you still feel aggrieved by the decision or if you have not received a reply to your complaint after a period of 3 months as from the date of the complaint was made, you may then yourself, or through your authorised representative, lodge a complaint in writing to the Office of The Ombudsperson for Financial Services.

#### **Contact details of the Ombudsperson for Financial Services**

The Ombudsperson for Financial Services  
Office of Ombudsperson for Financial Services  
8<sup>th</sup> Floor, SICOM Tower  
Wall Street  
Ebene

Telephone number : 468-6475  
Fax Number : 468-6473  
Email : ombudspersonfs@myt.mu