



FIRE AND SPECIAL PERILS

INSURANCE POLICY

Contact us

Customer services (for general enquiries)

Call **(+230) 6590659**

Email info@quantuminsurance.com

Write to:

Ground Floor, Lot 15A4, Hyvec Business Park

Wall Street, Ebene Cybercity

Ebene

Mauritius

Visit us online at
www.quantum.co.mu

CONTENTS

Your Fire and Special Perils policy wording	4
How your policy wording works	5
How to make a claim	6
How to make a complaint	7

Your cover

General definitions	9
Named Insured Perils	13
Fire and Special Perils – Material Damage	15
Fire and Special Perils – Loss of Profits	21
General Conditions	24
General Exclusions	30

Your Fire & Special Perils Insurance Policy

An explanation of the policy wording

The Fire and Special Perils insurance policy from Quantum Insurance Ltd is made up of several parts which must be read together as they form part of your contract. Please take time to read all parts of this policy to make sure they meet your needs, and that you understand the cover provided and the general exclusions and general conditions that apply. If you wish to change anything or if there is anything you do not understand, or any statement is incorrect, please let us know.

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

- The Policy Schedule, which includes all endorsements applied to the policy while the policy is in force;
- The sections of the policy, including the Meaning of Words, the Exclusions and Conditions, which apply to the section;
- The General Definitions, General Conditions and General Exceptions, all of which apply to all sections of the policy;
- The Proposal Form (The Proposal Form is the record of the full particulars you have provided us with, of the risk against which insurance protection is required) and The Proposals submitted by the Insurer together with the declarations included in those Proposals shall be the basis of this Policy and are deemed to be incorporated herein.

If we explain what a word means, that word has the same meaning wherever it appears in your policy or Policy Schedule. The words are highlighted in bold.

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

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

Signed on behalf of Quantum Insurance Ltd.



Chief Operations Officer

Your Fire & Special Perils Insurance Policy

How the policy works

We will insure you within the terms and conditions of the policy for those covers specified in the **Policy Schedule** for any named insured peril/event which takes place during the period of insurance.

The policy ends at midnight on the last day of each **Period of Insurance**.

Each renewal of this policy represents a new contract of insurance.

The new contract commences on the date when the policyholder agrees to renew the **Policy** and pay the premium. The policyholder will be covered for the period of insurance shown on the renewal **Policy Schedule**.

Exclusions and Conditions

General Exclusions apply to all sections of this Policy. Each section also contains exclusions which apply specifically to that section. The exclusions explain the circumstances in which We will not cover You. Please refer to the General Exclusions and the exclusions in each section for full details.

General Conditions apply to all sections of this Policy. Each section also contains exclusions which apply specifically to that section. The conditions explain the obligations which You must comply with to be able to make a valid claim.

Please refer to the General Conditions and the conditions in each section for full details.

Changes to your circumstances

Please tell us at the first opportunity, if there are any changes to any circumstances which could affect this insurance.

If any circumstances change and we are not informed of these changes, the claim you may make may be found not covered.

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

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

How to make a claim

Check your Policy Schedule and policy, which give details of what is covered and what is not covered.

Follow the General Conditions of this policy.

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

Call Us

Alternatively, you can call us on +230 6590659 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:

- your policy number or customer number;
- the date of the incident and the time of discovery;
- details of what happened; and
- any details you have about the property and the extent of the Loss or Damage.

If emergency repairs are necessary, please contact our claims line 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 the 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 you are responsible.

How to make a complaint

What to do if you are not satisfied

Our aim is to get it right first time, every time. If we make a mistake we will try to put it right promptly.

If for any reason you are dissatisfied about our standard of service, please channel this information to us.

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
Ground Floor, Lot 15A4,
Hyvec Business Park, Wall street
Ebene Cybercity, Ebene

➤ Telephone

Please call. + 230 6590659

➤ E-mail

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

2. What information should I provide with my Complaint?

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

How to make a complaint (continued)

3. How will my complaint be dealt with?

- The Complaints Coordinator shall acknowledge receipt of the complaint within three (3) working days
- We shall undertake to settle complaints within thirty (30) working days
- If any complaint is exceptionally likely to take longer to investigate, the Complaints Coordinator will keep you informed of the progress status on a regular basis.
- The Complaints Coordinator shall inform you in writing of the final response within thirty (30) working days from filing of the complaint.
- 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 I refer the matter to the FSC?

- Where no settlement has been reached within thirty (30) working days from the date of the filing of the complaint (unless you have been made aware that the matter is under investigation and shall take longer), you are entitled to refer the matter to the Financial Services Commission (FSC), 54 Ebène Cybercity, Ebène.
- Please note that the FSC will consider complaints only to the extent that all 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 intermediary, **Quantum Insurance Ltd** will pass the details on to them and follow up on the progress of their investigations.

Your Fire and Special Perils Insurance Cover

General Definitions- Applicable to all Sections of this Insurance Policy Cover

Us / We / Our / The Insurer / The Company

Quantum Insurance Ltd

You / Your/ The Insured

The person(s) or legal corporate entity, companies or firms named on the current Policy Schedule as the 'Insured'/'Policyholder'.

Policy Schedule

A document showing the property insured, the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

Special Conditions & Special Clauses

The Special Conditions &/or Special Conditions mentioned in the Policy Schedule.

Period of Insurance

"period of insurance" means the period of time commencing on the effective date stated in the current Policy Schedule and ending on the expiry date stated in the current Policy Schedule or the date of cancellation, whichever is the earlier.

Excess

Your retained liability which will be deducted from any payment under this Policy as ascertained after the application of all the terms definitions cover extensions provisions exclusions and conditions contained herein or endorsed or otherwise expressed herein. The amount of the excess is set out in Your current Policy Schedule.

Sum insured

The amount shown on your Policy Schedule as the insured value for each item described therein.

Endorsement

Changes to the terms and conditions of your policy which will be shown in your Policy Schedule

Situation

means the Situation stated in the current Policy Schedule.

Premises

means the premises specified in the Policy Schedule.

Business Activity/Business/Occupation

The activity undertaken by You and conducted solely from the Situation of the Premises as a trade, commercial activity, business operations, profession or service as stated in your Policy Schedule.

Loss or Damage

means physical loss, destruction or damage (occurring during the Period of Insurance) from the operation of a Named Insured Peril insured against under this Policy.

Property

Material property

Named Insured Perils

The Insured Perils indicated in Your Policy Schedule and described and defined thereafter which relates to any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause



Your Fire and Special Perils Insurance Cover

The meaning of words

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

Building – Unless otherwise defined in the Policy Schedule

All Buildings and structural appurtenances including interior decorations, installations, air conditioners, landlord's fixtures and fittings therein and thereon, and the walls, gates, fences, flagpoles, floodlights, signs, permanently fixed water and fuel tanks around and pertaining thereto at the Situation and for the Sum Insured specified in the Policy Schedule.

Building(s) does not include:

- i) Contents and Furniture or movable fittings;
- ii) Plant and machinery;
- iii) Stock ;
- iv) Property undergoing erection, construction, alteration or addition (including the partial dismantlement of existing structures);
- v) Land, unsealed driveways and paths, dams, bridges, canals, tunnels, horse tracks and roadways (not at the Situation), wharves, docks and piers.

Contents:

(i) Plant and Machinery

Plant, machinery, tools, equipment and all other contents 'ejusdem generis', unless otherwise more specifically insured, the property of the Insured or for which they are responsible in all or any of the Buildings owned, leased or occupied by the Insured and in open yards around and pertaining thereto but excluding Furniture, Fixtures and Fittings as well as Stocks and Materials in Trade at the Situation and for the Sum Insured specified in the Policy Schedule.

(ii) Furniture, Fixtures and Fittings

Movable furniture, fixtures, fittings, office and other equipment, unless otherwise more specifically insured, the property of the Insured or for which they are responsible, in all or any of the Buildings owned, leased or occupied by the Insured but excluding Plant and Machinery as well as Stocks and Materials in Trade at the Situation and for the Sum Insured specified in the Policy Schedule.

Contents does not include (unless specifically agreed and stated in Your Policy Schedule):

- i) Buildings;
- ii) growing crops, trees or plants other than pot-plants;
- iii) animals, livestock, fish, birds and any other living organism including laboratory cultures;
- iv) motor vehicles or trailers, caravans or motorcycles all while registered or licensed to travel on a public road, provided that this exclusion will not apply to mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured;
- v) jewellery, furs, bullion, articles containing gold and silver
- vi) Contents undergoing erection, construction, alteration or addition (including the partial dismantlement of existing structures)
- vii) land, dams, bridges, canals, roadways, tunnels, horse tracks (not at the Situation), wharves, docks and piers;
- viii) Watercraft, Aircraft or any accessories, equipment or spare parts whilst contained in or on these items



Your Fire and Special Perils Insurance Cover

The meaning of words

Stocks and Materials in Trade

"Stocks and Materials in Trade" means:

- a) products and material You intend to sell;
- b) raw or consumable materials used by You to make or alter Your products;
- c) Your products while being made, repaired or altered;
- d) any consumable products or materials used in Your Business;
- e) goods for which You are responsible;

including work in progress, Your property or held in trust or on commission for which they are responsible in all or any of the Buildings owned, leased or occupied by You and in open yards around and pertaining thereto but excluding all Property more specifically insured at the Situation and for the Sum Insured specified in the Policy Schedule.

Rent

The money paid or payable to or by the Insured for tenancy services rendered in the course of the Business Activity/Occupation at the Premises

Gross Profit

The difference between the sum of your Turnover, closing stock and work in progress and the sum of your opening stock, work in progress and Specified working expenses.

Specified Working Expenses

The Variable expenses of the Business not insured by this Policy as specified in the Policy Schedule.

Turnover

The total income of the Business carried out by the Insured at the Premises.

Gross profit

The difference between the sum of your Turnover, closing stock and work in progress and the sum of your opening stock, work in progress and Specified working expenses.

Rate of Gross Profit

The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured Loss or Damage.

Standard Turnover

The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.



Your Fire and Special Perils Insurance Cover

The meaning of words

Indemnity Period

The period beginning with the occurrence of the Loss or Damage and ending not later than the maximum number of months thereafter stated in the Policy Schedule during which the results of the Business shall be affected in consequence of the Loss or Damage.

Annual Turnover/Revenue

The Turnover/Revenue during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Increased costs of working

The costs and expenses necessarily and reasonably incurred by **You** for the sole purpose of minimising the reduction in Turnover to your Business Activity/Occupation during the **Indemnity Period**, but not exceeding the reduction in Turnover saved by applying the Rate of Gross Profit to the amount of reduction thereby avoided.

Additional increased costs of working

The additional costs and expenses, not including the costs of reconstitution of data, reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.

Alternative hire costs

The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following Loss or Damage to insured property.



Your Fire and Special Perils Insurance Cover

Named Insured Perils- (Applicable only if mentioned in your current Policy Schedule)

Fire, Lightning, Explosion - (F1)

Fire (whether resulting from Explosion or otherwise), Lightning.

Explosion of boilers used for domestic purposes only and if the premises do not form part of any gas works, of gas used for domestic purposes or used for lighting or heating the premises other than that excluded under 'What is not covered' sections.

Implosion – (F18)

Implosion is a process in which objects are destroyed by collapsing (or being squeezed in) on themselves.

Cyclone, Flood, Hurricane, Storm, Tempest, Tidal Wave – (F3)

Cyclone, Hurricane, Storm, Tempest, Tidal Wave caused thereby and in addition to subsidence and collapse following landslip where the landslip is caused by Cyclone, Hurricane, Storm or Tempest. It is a condition precedent to the payment of any claim that the Insured must prove to the satisfaction of the Company that no part of the loss was caused otherwise than by Cyclone, Hurricane, Storm or Tempest.

Flood

"Flood" means

(1) The inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not they have been altered or modified) or from any dam, reservoir or canal.

(2) The overflowing or deviation from their normal channels of either natural or artificial water courses and any flow or accumulation of water on the ground except when such flow or accumulation be of water emitted from any water supply main tap, valve or the like save as mentioned at point (iii) of (3).

(3) Overflowing of guttering and down pipes, except if caused by, or attributable to

- i) a Cyclone;
- ii) any obstruction or other defect due to faulty construction and/or installation and/or lack of proper care and maintenance;
- iii) bursting or overflowing of Municipal or other public water supply.

Bursting or overflowing of water tanks, apparatus or pipes – (F6)

Bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems used to hold or carry liquid at the Premises.

Burglary – (F9)

- The act of theft occasioned by or following upon forcible and violent entry of or exit from the premises.
- Theft occasioned by use of violence or physical assault

Riot, Strikes, Lock Outs, Malicious Damage – (F4)

Riot

Any act, not excluded in the 'What is not covered' section of this Policy, committed in the course of a disturbance of the Public peace by any person taking part together with others in such disturbance or any action taken by any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of such act.

Strikes, Lock-outs

Any wilful act, not excluded in the 'What is not covered' section of this Policy, of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or any action taken by any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of such act.



Your Fire and Special Perils Insurance Cover

Named Insured Perils- (Applicable only if mentioned in your current Policy Schedule)

Malicious Damage

The malicious act, not excluded in the 'What is not covered' sections of this Policy, of any person including damage by burglars or thieves, other than damage caused by the directors and principals of the Insured.

Civil Commotion – (F14)

Civil commotion means public uprising on a non-political nature by a large number of people who, acting together, cause harm to people or property.

Earthquake, Volcanic Eruption and Tsunami - (F8)

Earthquake

(also known as a quake, tremor or temblor) means the perceptible shaking of the surface of the Earth, resulting from the sudden release of energy in the Earth's crust that creates seismic waves.

Volcanic Eruption

means the eruption, explosion or effusion of a volcano or volcanic action to also include

- i) Airborne volcanic blast or airborne shock waves;
- ii) Ash, dust or particulate matter; or
- iii) Lava flow.

Tsunami

mean large ocean wave that is caused by an underwater earthquake or volcanic eruption

Impact – (F7)

Impact with any of the Premises by:

- a) a vehicle designed primarily for use on land;
- b) an animal;
- c) falling trees or branches of trees.
- d) communication masts, towers, antennae or satellite dishes;
- e) Aircraft or water craft;
- f) meteorites or debris from an Aircraft, rocket or satellite;
- g) a falling building or other structure or part thereof.

Subsidence, Collapse, Landslide, Ground Heave – (F5)

Loss of or damage to the property insured, directly caused by subsidence, collapse, landslide and ground heaving of the site upon which the Premises stand

Subsidence shall mean:

Downward movement of the ground beneath the Buildings other than by settlement.

Collapse shall mean:

A complete falling down or imminent collapse of the Building structure.

Landslip shall mean:

Downward movement of sloping ground.

Ground heave shall mean:

Upward movement of the ground beneath the Buildings as a result of the soil expanding.



Your Fire and Special Perils Insurance Cover

Material Damage

If any Property and items insured as mentioned in Your Policy Schedule suffer Loss of or Damage by any Named Insured Perils as specifically stated in Your Policy Schedule We will pay to You the amount of loss in accordance with the provisions (Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon or in your Policy Schedule) of this insurance Policy provided that the Our liability in any one Period of Insurance shall not exceed in respect of each Property or item insured the Sum Insured and any other stated Limit of indemnity.

What is covered?

Your policy covers Loss of or Damage to your Property described in Your Policy Schedule caused by the **Named Insured Perils** specifically mentioned therein.

What is not covered?

Applicable to all Named Insured Perils

- Loss or Damage due to:
 - mildew, mould, rotting, disease; contamination, pollutants, or industrial fallout;
 - ordinary wear and tear, gradual deterioration, rust, corrosion, oxidation or normal exposure to the weather;
 - movement of foundations;
 - inherent vice, change of colour, loss of weight, loss of volume, change in flavour, change in texture;
- Goods held in trust or on commission by You.
- Manuscripts, plans, drawings or designs, patterns, models or moulds unless specifically mentioned in your Policy Schedule;
- Securities, obligations or documents of any kind, stamps, coins or paper unless specifically mentioned in your Policy Schedule;
- money, cheques, books of account or other business books, computer systems records unless specifically mentioned in your Policy Schedule;
- Explosives;
- Destruction of or damage to electrical installation or apparatus directly caused by abnormal currents or self-heating unless specifically endorsed by special clause;
- War, Civil War and Terrorism
- Radioactive, Chemical or Biological Contamination
- Pollution / Contamination
- Computer loss
- Loss, damage, injury or liability shown in the General Exclusions.



Your Fire and Special Perils Insurance Cover

Material Damage

What is covered?	What is not covered?
<ul style="list-style-type: none">• Fire, lightning• Explosion• Implosion	<ul style="list-style-type: none">• Fire occasioned by or happening through the own spontaneous fermentation or heating of the Insured Property or its undergoing any process involving the application of heat.• Explosion (other than Loss or Damaged by fire resulting from explosion) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessels, machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control.• Subterranean fire
<ul style="list-style-type: none">• Cyclone, Tempest, Storm, Hurricane, Flood, Tidal wave	<p>Loss or Damage to :</p> <ul style="list-style-type: none">• exterior signs, exterior aerials, conservatories, glass houses, greenhouses, pergolas, canopies, gates, fences or walls other than walls forming part of the structure of the Building , roads, water reservoirs, exterior lighting, solar water heaters, guttering and downpipes;• exterior paintwork, waterproofing treatment unless the Building insured is so damaged by the Named Insured Perils as to require repair or replacement;• 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);• Buildings or structures under construction, reconstruction, repair, renovation, demolition, installation, erection or assembly;• Stocks which at the time of such Loss or Damage are not standing on pallets or otherwise and being at least 15cms above floor level;• to any Stock and/or Machinery stored below ground level;• Flood:<ul style="list-style-type: none">- to property in the open or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded);- to gates, fences, walls or roads;- to Stocks which at the time of such Loss or Damage are not standing on pallets or otherwise and at least 15cms above floor level.- to any Stock and/or Machinery stored below ground level.

Your Fire and Special Perils Insurance Cover

Material Damage

What is covered?	What is not covered?
<ul style="list-style-type: none"> Cyclone, Tempest, Storm, Hurricane, Flood, Tidal wave 	<ul style="list-style-type: none"> Flood caused by subsidence or landslip; Rainwater damage unless such Loss or Damage is directly consequent upon the Building/s being so damaged by Cyclone, Hurricane, Storm or Tempest as to admit rainwater to the interior of the Building/s.
<ul style="list-style-type: none"> Earthquake & Volcanic Eruption, Tsunami 	<p>(Refer to Page 15)</p>
<ul style="list-style-type: none"> Impact 	<p>(Refer to Page 15)</p>
<ul style="list-style-type: none"> Subsidence, collapse, ground heave or landslip 	<ul style="list-style-type: none"> Any property situated in the region of 'La Butte', Port Louis and any destruction or damage resulting from or attributable to any subsidence or landslip which occurred prior to the commencement of this cover. Loss, destruction or damage due to or arising from any work of demolition, renovation, building or restoration (repairs) of the premises insured or occupied by You, or any adjacent or contiguous premises or installation of from loading being placed upon the Buildings. Loss or Damage due of defective design, materials or workmanship or latent defect, inherent vice, gradual deterioration, coastal and river erosion and wear and tear. <p>Loss or Damage due to normal settlement or bedding down of new structures or the settlement of made up ground.</p> <ul style="list-style-type: none"> Any claim for which compensation has been provided under any contract or legislation. Consequential loss of any kind or description
<ul style="list-style-type: none"> Riot, Strikes, Lock Outs or Malicious Damage 	<ul style="list-style-type: none"> Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; Damage arising from cessation of work; Malicious acts performed in connection with Theft, Burglary or House-breaking



Your Fire and Special Perils Insurance Cover

Material Damage

What is covered?	What is not covered?
<ul style="list-style-type: none">Bursting and overflowing of water tanks or pipes	<ul style="list-style-type: none">Loss or Damage occurring whilst the premises are permanently unoccupied.Property stored less than 30 centimetres from the floor in basement.Loss or Damage to property in the open or in transit (other than Buildings structures and plant designed to exist or operate in the open).
<ul style="list-style-type: none">Burglary	<ul style="list-style-type: none">Loss or Damage in which the principal, partner, director is concerned or involved ;garden landscaping and paving, garden furniture, trees and plants;Theft without forcible and violent entry unless otherwise specified in Your Policy Schedule.

Provision

Basis of Sum Insured

You should review the adequacy of Sums Insured periodically during the Period of Insurance and prior to renewal each year. Inadequacy of Sums Insured can present significant issues of financial hardship. If You are unable to establish the adequacy of Sums Insured, You may contact Us for guidance.

We would recommend that the following Basis of Sum Insured be applied in determining the Insured Values of Your Property under this policy:

Buildings: Reconstruction Costs in full including professional fees

Contents: New replacement Value

Stocks: Cost Price (**excluding** any elements of gross profits or retail mark-up)

Basis of Indemnity-How much we will pay

The amount payable in respect of the Loss or Damage is in accordance with the Basis of Settlement defined below as may be applicable to the Property Insured under this Policy.



Your Fire and Special Perils Insurance Cover

Material Damage

Buildings – The Basis of Settlement of Claims

The basis upon which the amount payable in respect of the Buildings is to be calculated shall be the Reinstatement of Buildings suffering Damage

For this purpose Reinstatement means

- a) the rebuilding or replacement of Buildings suffering Damage which provided the liability of the Insurer is not increased may be carried out
 - i. in any manner suitable to the requirements of the Insured
 - ii. upon another site
- b) the repair or restoration of Buildings damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

The liability of Insurer(s) for the repair or restoration of Buildings damaged in part only shall not exceed the amount which would have been payable had such Buildings been wholly destroyed.

Average shall mean

If at the time of Reinstatement the sum representing 90% of the cost which would have been incurred in reinstating the whole of the Buildings covered subject to this Basis exceeds the total Sum Insured at the commencement of the Damage the liability of Insurer shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Buildings at that time

The amount payable shall be in accordance with the Indemnity Basis

- a. unless Reinstatement commences and proceeds without unreasonable delay
- b. until the cost of Reinstatement shall have been actually incurred
- c. if the Buildings at the time of the Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

Contents and any other Property Insured – The Basis of Settlement of Claims

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement being:

- I. where the property is lost or destroyed, the cost of its replacement by similar property;
- II. where the property is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition



Your Fire and Special Perils Insurance Cover

Material Damage

Special Provision – Thatched Roofs

In the event of Loss or Damage arising under this Policy 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 2 years	100%
Over 2 years to 4 years	80%
Over 4 years to 6 years	60%
Over 6 years to 8 years	40%
Over 8 years to 10 years	20%
Over 10 years	Nil



Your Fire and Special Perils Insurance Cover

Loss of Profits (Applicable only if mentioned in your current Policy Schedule)

What is covered?	What is not covered?
<p>We will insure you for your financial losses (Loss of Profits/Revenue) and any other items specified in the Policy Schedule, resulting solely and directly from an interruption or interference to Your Business Activity caused by:</p> <ol style="list-style-type: none">1. any of the Named Insured Perils as specifically mentioned in Your Policy Schedule to Property and items insured under any Material Damage section of this policy;2. any of the Named Insured Perils as specifically mentioned in Your Policy Schedule to Property and items insured elsewhere, but not under this policy, provided the Loss or Damage occurred whilst the Property was contained on the Premises.	<ul style="list-style-type: none">• Loss of Profit following burglary (unless otherwise specified)• Any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with War, Civil war and Terrorism.• Any payment under this section if your business is discontinued permanently or if a liquidator or receiver is appointed.• Loss resulting from destruction occasioned by cessation of work or delay or deterioration of raw materials and finished products.• Any loss in market or goodwill of Your Business.

Provision

We will pay:

- up to the amount insured unless limited below or shown in the Policy Schedule;
- for no longer than the period shown in the Policy Schedule against each item insured.

(If you are accountable to the tax authorities for value added tax, the amount we pay will be exclusive of such tax.)

Provided that:

- a) the payment is in accordance with the basis of indemnity provision for the item;
- b) We have paid for or admitted liability in respect of such Damage under the relevant section of Your Policy, or another insurer has paid for or admitted liability in respect of such Damage, unless no such payment has been made or liability has not been admitted for such Damage (by Us or another insurer) solely due to the application of an Excess; and
- c) Our liability in respect of each item will in no case exceed the Sum Insured shown in the current Policy Schedule for that item.



Your Fire and Special Perils Insurance Cover

Loss of Profits (Applicable only if mentioned in your current Policy Schedule)

Basis of Indemnity-How much we will pay

The amount We pay for each item will be calculated as follows:

Loss of Income/Turnover/Revenue (only if stated in Your Policy Schedule)

The difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period. We will also pay for Increased costs of working and Alternative hire costs.

Loss of Gross Profit (only if stated in Your Policy Schedule)

The sum produced by applying the rate of gross profit to any reduction in Turnover during the Indemnity period plus Increased costs of working and Alternative hire costs, less any business expenses or charges which cease or are reduced.

Conditions

Alternative trading

If during the Indemnity Period, goods are sold, work is performed or services are rendered elsewhere than at the Business Premises for the benefit of Your Business either by You or by others acting on Your behalf, the Money paid or payable in respect of such sales, work or services will be brought into account in arriving at the Annual Revenue, or Turnover (as the case may be) during the Indemnity Period.

Reasonable care

As soon as You should become aware of Damage to your Property that will eventually result in an interruption or interference to Your Business, You must take reasonable precautions to prevent property damage as if You were not covered by this Policy and to:

- (a) concur in doing and permit to be done all things which may be reasonably practicable to mitigate or establish the extent of any interruption or interference with the Business or to avoid or diminish the loss resulting therefrom;
- (b) preserve any things which might prove necessary or useful by way of evidence in connection with any claim

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith any payment on account already made shall be repaid to Us forthwith.



Your Fire and Special Perils Insurance Cover

Loss of Profits (Applicable only if mentioned in your current Policy Schedule)

Books of account

Any particulars or details contained in Your books of account or other business books or documents that may be required by Us for investigating or verifying any claim made under this section may be produced and certified by Your auditors and their certificate will be prima facie evidence of the particulars and details to which the certificate relates.

In the event of a claim being made under this section not later than thirty days after the expiry of the Indemnity Period or within such further time as We may in writing allow, You shall at Your own expense:

- deliver to Us in writing a statement setting forth particulars of Your claim together with details of all other insurances covering the damage or any part of it or consequential loss of any kind resulting therefrom;
- produce and furnish to Us such books of account and other business books, such as invoice, balance sheets and other documents proofs, information, explanation and other evidence as may reasonably be required by Us for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.

Business in liquidation or ceases to trade

If Your Business is placed into liquidation or administration, a receiver is appointed or the business is wound up or is permanently discontinued, then unless otherwise agreed by Us in writing, all cover under this Policy ceases from the time Your interest is transferred or Your Business ceases to trade.



General Conditions

The following conditions apply to the whole policy.

1. Interpretation

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

3. Claims Procedure

What You must do after Loss or Damage to your Property:

- a) Take reasonable steps to prevent further loss, damage or liability;
- b) Notify the police immediately if any of Your property is lost, stolen, or maliciously damaged and provide the police with all assistance to apprehend the offending party and recover the property;
- c) Advise Us of the claim as soon as practicable and then supply Us **with full written details within five working days of the notification** of the claim by completing Our claim form. You or someone acting on Your behalf must complete a claim form within a reasonable time of an occurrence. If You do not, We may reduce the amount We pay if the delay causes increased costs or prevents Us investigating the claim;
- d) Any invoices, bills, demands letters or notices You receive from other people involved in the loss, damage or accident must be sent to Us as soon as possible.

What You must not do after a loss or accident:

- a) You must not admit fault or agree to pay for damage without Our consent. Do not make an offer, settle, or attempt to settle any claim against You. If You do We may not pay all or part of the claim.
- b) You must not incur any costs or expenses or authorize repairs (other than necessary temporary repairs) without Our agreement.
- c) You must not abandon any Property to Us with our consent.
- d) You should inform Us of any communication, claim or notification to appear in court and shall not negotiate admit or repudiate any claim by any person or body.

In no case whatsoever (save in case of Third Party claims) 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.

All Claims are payable in Mauritius in local currency.

4. Reinstatement of Sum Insured

For the period following the occurrence of a Loss or Damage giving rise to a claim up to the end of the policy period, the Sum Insured shall be reinstated by payment of an additional premium on a pro rata basis, such premium to be calculated from that part of the Sum Insured which corresponds to the indemnity paid; the agreed Sum Insured shall remain unaltered.

5. Precautions

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

6. Other Insurances / Contribution

If at the time of any Loss or Damage to any Property or insured item there is any other insurance effected by or on behalf of the Insured for such Loss or Damage our liability shall be limited to its rateable proportion of such Loss or Damage and if such other insurance is subject to any provision where it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Insurer(s) shall be limited to that proportion of the Damage which the Sum Insured under this policy bears to the value of the property insured.

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**.

7. Duration of the Contract

(a) Subject to the provisions of paragraphs (b), (c) and (d) of the present Condition the duration of the contract shall be for the period stated in the **Policy Schedule**.

(b) You and us shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the **Policy Schedule** on the party so desiring giving 30 days notice in writing to that effect to the other party.

(c) 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.

(d) 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

Our Liability shall be conditional upon Your observance of and shall be subject to the terms, conditions, warranties, provisions and endorsements of this Policy.



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 Mauritius Civil Code whenever errors or omissions mistakes or failure to make full disclosures, contained in any declaration made by You, do by their very nature or their importance and/or materiality, or their recurrence, bear a fraudulent character, We shall be entitled to claim reimbursement of all indemnities already paid.

If any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this **Policy**, or if any destruction or damage be occasioned by the wilful act or in connivance with You, 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 of death of the Insured or the transfer of the property insured as provided for in Articles 1983-48 and 49 of the Civil Code.
- 2) for non-payment of premium (Articles 1983-21 to 24 of the Civil Code).
- 3) in the event of aggravation of risk (Article 1983-25 of the Civil Code).
- 4) in case of withholding of facts or intentional false declaration by You (Article 1983-30 of the Civil Code).
- 5) in the events set out in Article 1983-35 of the Civil Code.
- 6) In the event of bankruptcy of the Company or the Insured as provided for in Articles 1983-27 and 28 of the Civil Code.
- 7) in the event of the Company refusing the premium in circumstances provided for in Article 1983-29 of the Civil Code.

Whenever a party purports to cancel the present Contract, he 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, with "avis de reception"



12. Aggravation of Risk

During the currency of the contract, You must report to Us by registered letter, any modification likely to aggravate the risk in such a manner that, had the new state of affairs existed at the writing of the contract, 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;

or to claim an increased premium, in which case if You do not accept the new rate of premium the contract 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 You shall entail, in accordance with Article 1983-30 of the Mauritius Civil Code, the nullity of the contract, when such withholding or false declaration alters the nature of the risk or makes it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case We shall retain the 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, We shall be entitled:

a) if the fact is ascertained before the loss

either i) to maintain the Contract subject to the Insured agreeing to pay an increased premium;

or ii) to cancel the policy after giving 14 days notice to that effect to You and refunding a proportionate part of the premium paid.

b) if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

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 proportionate 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.

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.

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 Mauritius Civil Code.

17. Legal Representative

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 the **Policy** provided that such representatives shall, as though they were the **Insured**, observe and be subject to the terms of the **Policy** in so far as they can apply.

18. Law and Jurisdiction

This Policy shall be governed by the laws of Mauritius whose courts shall have exclusive or final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the insurance, our liability to indemnify You in such event shall be limited to judgements delivered or obtained by a court of competent jurisdiction within Mauritius.

This Policy shall, however, exclude:

- (a) Judgments, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- (b) The cost of taking up the defence in any case before any foreign court;
- (c) The registration of a foreign judgment or award under the Foreign Judgments [Reciprocal Enforcement] Act 1961.

Use of language

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



19. Trade Book

If goods are insured by this Policy

(a) You shall keep in a satisfactory and intelligible manner, so as to show at any time the correct state of Your trade and business, regular trade books in conformity with the laws of Mauritius, mainly:

Record of stock, purchases, sales, cash and bank transactions, a journal and any other documentary evidence to support the above records in the case of manufacturing concerns, production records must also be kept. In the case of a business comprising different departments situated in different parts of its premises, independent books shall be kept showing day by day the movement of goods from one department to another.

Where You carry on different trades or businesses or the same trade or business but on different premises, separate sets of books shall be kept in respect of each trade or business, and of each of the premises on which such business or trade is being carried.

(b) Those said trade books will be kept or placed during closing hours of the business in a fire resisting safe or in any Building or store other than the one in which the Insured's goods are stored.

(c) In the event of a loss, You shall immediately and without awaiting a demand to this effect, hand over to Us or Our representatives at the time of making the requisite declaration. all the books in which Your goods have been registered and generally all the books relating to Your trade or business.

20. 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 mentioned above and not indicated under a) and b)

If any event is of greater duration than the above periods, We 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 Us.
- Two periods cannot overlap and no gap can exist between two periods



General Exclusions-Applying to All Sections of this Policy

These apply to the whole **Policy** in addition to the exclusions listed under 'what is not covered' under the relevant sections

WAR, CIVIL WAR AND TERRORISM EXCLUSION

The 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



General Exclusions (continued)

(c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

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

(d) the use of radioactive or nuclear agent, material, device or weapon;

(e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;

(f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, 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.

General Exclusions (continued)

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

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

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

General Exclusions (continued)

- (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.

General Exclusions (continued)

"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 the 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.



General Exclusions (continued)

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 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 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.



General Exclusions (continued)

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.



General Exclusions (continued)

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;
 - d) in the open (other than Residential Building/s structures and plant designed to exist or operate in the open)
 - e) in any structure not completely roofed
 - f) being retaining walls;



General Exclusions (continued)

d), e), f) Unless so described and specifically insured as a separated item

2. aircraft and other aerial devices or articles dropped therefrom;
3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

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

- C. The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in A above.
- D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.

CLARIFICATION AGREEMENT

Property damage covered under this Agreement 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 Agreement.

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.



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