

PUBLIC LIABILITY INSURANCE

THE SCHEDULE

attaching to and forming part of Policy Number **B01-17982-01**

INSURED

SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE

POSTAL ADDRESS

A5 OCREAN BLISS SOC PIERRE BLEU
SOUFFLEUR
FLIC EN FLAC

ACCOUNT NUMBER

453903

CLIENT BRN

-

THE BUSINESS

SYNDIC / RESIDENTIAL APARTMENTS

PERIOD OF INSURANCE

**FROM 1 June 2023 TO 31 May 2024
(BOTH DAYS INCLUDED)**

and shall not be subject to "Tacite reconduction"

Any subsequent period for which the Insured shall pay and the Company shall agree to accept the Renewal Premium.

LIMITS OF INDEMNITY

A. PUBLIC LIABILITY

- | | |
|---|---------------|
| (i) in respect of any one event | Rs 25,000,000 |
| (ii) in the aggregate in respect of
all events occurring during any
one period of insurance | Rs 25,000,000 |

The Limits of Indemnity shall be inclusive of any Legal Costs incurred with the written consent of the Company.

TERRITORIAL LIMITS

REPUBLIC OF MAURITIUS

CLAIMS JURISDICTION

REPUBLIC OF MAURITIUS

APPLICABLE LAW

REPUBLIC OF MAURITIUS

EXCESS

**RS.10,000 EACH AND EVERY CLAIM IN RESPECT OF THIRD PARTY
MATERIAL DAMAGE**

PUBLIC LIABILITY INSURANCE

CLAUSES

AS PER ATTACHED ENDORSEMENT

- DIRECTORS/EMPLOYEES (Worldwide excluding U.S.A. and Canada)
- EMERGENCY MEDICAL EXPENSES
- FIRST AID
- LOADING AND UNLOADING
- PARKING FACILITIES
- PRINCIPALS
- SPORTS AND SOCIAL CLUBS
- TENANTS LIABILITY
- TOOLS OF TRADE

SPECIFIC EXCLUSIONS


- PRODUCTS LIABILITIES
- PRODUCTS GUARANTEE
- ANY CONTRACT WORKS MORE SPECIFICALLY INSURED UNDER THE CONTRACTOR'S ALL RISKS AND ERECTION ALL RISKS COVER AND THIRD-PARTY LIABILITY COVER
- THE COST OF REPAIR, MODIFICATION, RECONDITIONING, ALTERATION, RECALL OR REPLACEMENT OF THE PRODUCTS (INCLUDING CONTAINERS AND LABELS) CAUSING INJURY OR DAMAGE AND/OR THE FINANCIAL LOSS CONSEQUENT UPON NECESSITY FOR SUCH REPAIR, MODIFICATION, RECONDITIONING, ALTERATION, RECALL OR REPLACEMENT
- LIABILITY ARISING FROM INEFFICACY OR FAILURE OF THE PRODUCTS TO CONFORM TO SPECIFICATION

SPECIAL TERMS

- AS PER ATTACHED ENDORSEMENTS
 - COMMUNICABLE DISEASE EXCLUSION (LMA 5396)
 - SANCTION LIMITATION
 - COMPLAINTS PROCEDURE

PUBLIC LIABILITY INSURANCE

FIRST PREMIUM	Rs 13,394 (including Policy Fee and FSC Fee)
RENEWAL PREMIUM	Rs 13,594 (including Policy Fee and FSC Fee)
SERIAL NO.	05-2965-2023
AGENCY	SWAN - LRLAETITIA
RENEWAL DATE	1 June 2024
DATE POLICY SIGNED	26 May 2023
POLICY REFERENCE	PL/2015/01



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For and on behalf of
SWAN GENERAL LTD

PUBLIC LIABILITY INSURANCE

DATE : 26 May 2023

SERIAL NO. : 05-2965-2023

ENDORSEMENT attaching to and forming part of

POLICY : PUBLIC LIABILITY

POLICY NUMBER : B01-17982-01

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 **CLAUSES**:

DIRECTORS/EMPLOYEES (Worldwide excluding U.S.A. and Canada)

The individual liability both jointly and severally of members of the board of directors of the Insured and its employees arising out of activities carried out in their duly authorised capacity. **Provided always that such members and/or employees shall fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.**

EMERGENCY MEDICAL EXPENSES

All reasonable expenses incurred in providing any immediate medical or surgical treatment necessary at the time of an accident which may be the subject of indemnity under the Insurance provided that the Company's liability for such expenses shall not exceed the sum of Rs. 5,000 in respect of any one accident.

FIRST AID

First Aid treatment rendered by any of the Insured's employees to members of the public.

LOADING AND UNLOADING

Liability in respect of the loading or unloading of any vehicle, vessel or craft or the delivery or collection of goods thereto or therefrom.

PARKING FACILITIES

The Insured's legal liability to tenants and/or employees and/or members of the public in respect of damage to motor vehicles on any of the Insured's premises where parking facilities are provided by the Insured.

PUBLIC LIABILITY INSURANCE

PRINCIPALS

Where any contract so requires or admits the Insured to effect liability insurance for the joint benefit of the Insured and the Principal, indemnity to such Principal jointly and severally with the Insured but only in respect of liability to which this Insurance applies **provided always that such Principal shall be subject to the terms, exceptions and conditions of this Insurance insofar as they can apply.**

SPORTS AND SOCIAL CLUBS

Any club operated by the Insured for the benefit of the employees and notwithstanding anything contained herein to the contrary **this section extends to indemnify individually :-**

- (a) **The Insured club and/or any employee of the Insured club**
- (b) **Any member of the said club**
- (c) **Any visiting team or member thereof, provided that should there be in existence an Insurance with any other Insurers covering the said visiting team or member thereof against the risk(s) covered by this Insurance, the Company shall only be liable to make good a rateable proportion of any amount claimed in respect of any injury, damage or loss.**

The terms under this extension shall apply separately to each party indemnified hereunder and it is agreed that the Company will not raise the defence that by virtue of their membership members of the said club are not entitled to claim against the club.

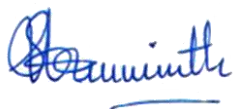
TENANTS LIABILITY

All sums in respect of damage for which the Insured shall become legally liable to pay as tenants to the owner or owners of the buildings or portions thereof occupied by the Insured.

TOOLS OF TRADE

Liability incurred arising out of the operation as a tool of any vehicle or plant forming part of such vehicles or attached thereto provided that no liability shall attach to the Company in respect of that cover which is required in terms of the Motor Vehicle Insurance Act or similar legislation.

All terms and conditions remain otherwise unaltered.



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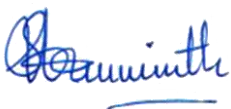
IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby declared and agreed that the above numbered policy is subject to the following **ADDITIONAL EXCLUSION** :-

COMMUNICABLE DISEASE EXCLUSION (LMA 5396)

1. Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. 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:
 - 3.1. 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
 - 3.2. 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
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, emotional distress, damage to human health, human welfare, or property damage.

All terms and conditions remain otherwise unaltered.



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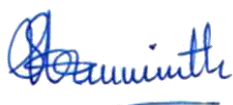
IN THE NAME OF : **SYNDIC DES COPROPRIETAIRES GREEN VILLAGE ST ANTOINE**

It is hereby declared and agreed that **CONDITION NO. 4.18**, 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, conditions and exclusions or exceptions remain otherwise unaltered.



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POLICY NUMBER : B01-17982-01
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?

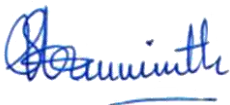
- * STEP 1
Seek resolution directly with the department dealing with your query/claim
- * STEP 2
If the concerned department has not addressed your query/claim to your satisfaction and you are still disappointed with any aspect of our products/ services, you may then make a complaint in writing to the 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
8th Floor, SICOM Tower
Wall Street
Ebene

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