



## Private Motor Car Insurance Policy

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# PRIVATE MOTOR CAR INSURANCE POLICY

MPP 05 – 04 f

This Policy should be read carefully and should be returned immediately to the Company if it is found to be incorrect or not providing the cover required.

*This Policy is governed by “Livre III, Titre Douzième, Chapitre Troisième of the Mauritius Civil Code” except to the extent the articles mentioned in Article 1983-12 are varied by terms and conditions herein,*

*This Policy, the Schedule and the effective Certificate of Insurance (hereinafter referred to as the Certificate) shall be read together and any word or expression to which a specific meaning has been attached therein shall bear such meaning wherever it may appear.*

*For the purpose of this Policy the word “Insured” shall have the same meaning as the word “Policyholder”,*

WHEREAS the Insured by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the SICOM General Insurance Ltd (hereinafter referred to as “the Company” or “the Insurer”) for the insurance hereinafter contained and has paid for or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance stated in the Schedule and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy);

## SECTION I

### MATERIAL DAMAGE (*Cover Code MTD*)

#### 1. LOSS OR DAMAGE TO THE MOTOR VEHICLE

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle described in the Schedule and its accessories and spare parts whilst thereon

- (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
- (b) by fire external explosion, self-ignition or lightning or burglary housebreaking or theft
- (c) by malicious act
- (d) whilst in transit (including the process of loading and unloading incidental to such transit) by road lift or elevator.

2. **At its own option the Company may pay in cash the amount of the loss or damage or may repair at a garage of its choice, reinstate or replace the Motor vehicle or any part thereof or its accessories or spare parts. For 'Reconditioned' also referred to as second-hand imported vehicles, repairs would NOT be approved at the garage of the official representative of the car manufacturer in Mauritius, also referred to as dealership garage. For all new vehicles originally purchased from the official representative of the car manufacturer in Mauritius, repairs would be approved at the dealership garage provided the vehicle is less than five (5) years as from date of original registration in Mauritius.**

**The Insured's estimate of valued stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage and shall not exceed the reasonable market value of such Motor Vehicle and its accessories and spare parts at the time of such loss or damage as assessed by a registered Motor Surveyor.**

**In the event of any part accessory or fitment needed to repair or replace damage to the Motor Vehicle being unprocurable in Mauritius as a standard (ready manufactured) article, the Company reserves the right to order from its accredited supplier(s) parts which are necessary for diligent repair of the insured vehicle and the Insured shall provide all necessary assistance as required by the Authorities.**

**Subsequently in case the part be still unavailable, the liability of the Company shall be met by the payment of a sum equaling the value of such part at the time of the accident, but not in any case exceeding the maker's latest list price.**

### 3. TOWING ASSISTANCE

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to a limit of 20% of the agreed cost of repair bear the reasonable cost of protection and removal to the nearest repairer. **However, in case the Insured is entitled to a complimentary 24/7 Service Assistance, the Insurer will not be liable for any expenditure incurred without its prior consent. This condition also applies in case of breakdown of the Insured Vehicle.**

### 4. DUTY FREE

If the Insured is partially or fully exempt from the payment of customs duties in respect of the vehicle insured hereunder, then in the event of accidental loss or damage amounting to a total loss under this Section of the Policy:

- (a) The Company shall deduct the outstanding amount of customs duties (if any) applicable to the insured vehicle as at the time of such loss or damage from the indemnity payable to the Insured or Assignee
- (b) The Company shall remit directly to the competent Authority such outstanding amount of customs duties (if any).

### 5. EXCESS

The Company shall not be liable for each and every claim under Section I of this Policy in respect of the Excess stated in the Policy Schedule.

#### (a) Standard Excess

Defined as Excess in the Policy Schedule

#### (b) Young Driver Excess

An amount of Rs 5,000. in addition to the Standard Excess or the Total Loss Excess for each and every claim if the vehicle was being driven by a “Young Driver” at time of accident.

Young Driver being defined as a driver who:

- i. is under the age of 25
- ii. holds a provisional driving licence
- iii. has not held for a period of 2 years a permanent driving licence

#### (c) Dealership Excess

The Insured shall bear twice the amount of Standard Excess in the event the Insured chooses to carry out repairs at the Official Representative of the Car Manufacturer in Mauritius such that this double amount of Standard Excess is applicable for:

- i. All ‘Reconditioned’ also referred to as ‘Second-Hand’ Imported vehicles.
- ii. Vehicles aged five years and more as from date of original registration in Mauritius.

In case of repairs at the Official Representative of the Car Manufacturer in Mauritius and the insured vehicle was driven by a Young Driver, the Young Driver Excess will be applicable in addition to the Dealership Excess.

### (d) Excess Waiver

The Standard Excess as mentioned in the schedule is not applicable for events for which the driver of the vehicle covered by this insurance policy is not at fault and the claim is recoverable in toto from the Third-Party insurance company following formal admission of liability by the Third Party involved in the accident and his Insurer.

## 6. EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for:

- (a) any consequential loss including loss of use depreciation wear and tear mechanical, electrical, electronic and computer breakdown failure or breakage
- (b) damage to tyres unless the Motor Vehicle is damaged at the same time
- (c) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (d) deployment of airbags unless the motor vehicle is damaged at the same time
- (e) loss of or damage to keys
- (f) damage due to poor maintenance
- (g) damage due to aggravation of risks
- (h) damage due to potholes and unevenness of the road
- (i) damage to alloy wheels in excess of Rs 50,000 per unit and Rs 200,000 per set.

## SECTION II

### LIABILITY TO THIRD PARTIES

#### 1(a) LIABILITY TO THIRD PARTIES FOR BODILY INJURY (*Cover Code TPB*)

The Company will, subject to the limits of liability, indemnify the Insured or any Authorised Drivers in the event of accident caused by or arising out of the use of the insured Motor Vehicle against all sums including claimant's costs and expenses which the Insured or such Authorised Driver shall become legally liable to pay in respect of:

death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured or the Authorised Driver and excluding liability to any person who is a member of the Insured's household or the same household as the Authorised Driver and who is a passenger in the Motor Vehicle, unless such person is carried by reason of or in pursuance of a contract of employment.



### 1(b) LIABILITY TO THIRD PARTIES FOR PROPERTY DAMAGE (*Cover Code TPP*)

The Company will, subject to the limits of liability, indemnify the Insured or any Authorised Drivers in the event of accident caused by or arising out of the use of the insured Motor Vehicle against all sums including claimant's costs and expenses which the Insured or such Authorised Driver shall become legally liable to pay in respect of:

damage to property or animals **other than property or animals belonging to or held in trust by or in the custody or control of**

- (i) **the Insured, or**
- (ii) **the Authorised Driver, or**
- (iii) **a member of the Insured's household or the household of the Authorised Driver**

#### LIMITS OF LIABILITY

The Company's liability in respect of anyone claim or series of claims arising out of one event shall be as follows:

Under Section II - 1(a) - limited to Rs 500,000,000

Under Section II - 1(b) - limited to Rs 50,000,000

### 2. CLASSES OF PERSONS INSURED

In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any person or classes of persons entitled to drive by the Certificate while driving the Motor Vehicle on the Insured's order or with his permission **provided that such person:**

- (i) **shall act as though he were the Insured, observe, fulfill and be subject to the Terms of this Policy in so far as they can apply**
- (ii) **is not entitled to indemnity under any other policy**
- (iii) **has not been refused any motor vehicle insurance or continuance thereof by any insurance company or underwriter.**

### 3. INDEMNITY TO MORE THAN ONE PERSON

In the event of accident involving indemnity under this Section to more than one person the limits of liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

#### 4. INDEMNITY TO LEGAL REPRESENTATIVES

In the event of death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in terms and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.

#### 5. COSTS AND EXPENSES

The Company will pay all costs and expenses incurred with its written consent.

#### 6. LEGAL REPRESENTATION

The Company may at its own option:

- (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be subject to indemnity under this Section
- (b) undertake the defence of proceedings in any Court of Law in respect of any act of alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

### SECTION III

#### CAR OCCUPANTS BENEFITS (*COVER CODE COB*)

The Company will pay benefits as detailed hereunder if the Insured or his driver or any occupant of the motor vehicle described in the schedule shall sustain bodily injury caused by violent accidental external and visible means in direct connection with the use of the insured vehicle including while mounting into or dismounting from the vehicle and if such injury shall solely and independently of any cause (except Medical or Surgical treatment consequent upon such injury) result within twelve calendar months of the accident in:

	ITEM	SUM INSURED
1.	Death	Rs 150,000 per person
2.	The complete and irrecoverable loss of sight of both eyes or the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot or the complete and irrecoverable loss of sight of one eye accompanied by the loss as aforesaid of one entire hand or one entire foot	Rs 150,000 per person anyone period of insurance
3.	The complete and irrecoverable loss of sight of one eye or the actual loss by physical separation of one entire hand or one entire foot	Rs 75,000 per person anyone period of insurance
4.	Medical Expenses	Rs 10,000 per person anyone period of insurance



Provided always that the Company shall not be liable to pay compensation in respect of death of or injury to the Insured or any other passengers:

- (a) if over the age of 80 years
- (b) by suicide or any attempt thereat

Provided further that the Company shall not be liable to pay:

- (i) under more than one of the items (1), (2) or (3) above in respect of anyone injury
- (ii) more than Rs 750,000 in the aggregate during anyone year of insurance
- (iii) more than 10% of the Sum Insured per seat for passengers under the age of 6 years and 50% of the Sum Insured per seat for passengers aged 65 years and above
- (iv) the first Rs 250 of each and every claim in respect of Medical Expenses

Provided also that in the event of the Insured or any other passengers being insured against Personal Accident under any other insurance policy, compensation shall be recoverable under only one Policy.

### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the provisions of Sections 59 to 61 of the Road Traffic Ordinance 1962.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of the above mentioned Legislation.

### GENERAL EXCEPTIONS

#### 1. TERRITORIAL LIMITS/DRIVING AND USE OF VEHICLE INSURED

**The Company shall not be liable in respect of any accident loss damage or liability caused sustained or incurred:**

- (a) outside the Territorial Limits**
- (b) whilst the motor vehicle in respect of which indemnity is provided by this Policy is being**
  - (i) used otherwise than in accordance with the Limitation as to Use contained in the Certificate**
  - (ii) driven by or is for the purpose of being driven by him in the charge of any person other than a person entitled to drive by the Certificate**
- (c) while the motor vehicle is being driven by the Insured or any person entitled to drive by the Certificate and driving on the Insured's order or with his permission who is affected by or is under the influence of alcohol liquors drugs or insanity, or who is presumed under the influence of alcohol, drugs and who refuses to undergo a breath test at the request of the competent authorities.**



### 2. PERILS OF NATURE

The Company shall not be liable in respect of any accident loss damage or liability (except so far as is necessary to meet the requirements of the Road Traffic Ordinance 1962) directly or indirectly caused by or resulting from:

- (a) flood typhoon hurricane cyclone
- (b) earthquake volcanic eruption or other convulsion of nature.

### 3. RACE AND SPEED TRIALS

The Company shall not be liable in respect of any accident loss damage or liability directly or indirectly caused by or resulting from the Motor Vehicle being used in races and speed trials.

### 4. WAR RISK

The Company shall not be liable in respect of any consequence of war invasion act of foreign enemies hostilities (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power.

### 5. CONTRACTUAL LIABILITY

The Company shall not be liable in respect of any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

### 6. RADIOACTIVE CONTAMINATION

The Company shall not be liable in respect of:

- (a) loss or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss and
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 7. ASBESTOS

The Company shall not be liable in respect of any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, by the hazardous nature of asbestos in whatever form or quantity.

### 8. AIDS

This insurance excludes liability arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or condition of a similar kind howsoever it may be named.

### 9. COMPUTER LOSS GENERAL EXCLUSION

General Exclusion applicable to all sections of this Policy insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any provision of this Policy including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover:

- a) loss or destruction of or damage to any property whatsoever (including a computer) or any 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 of any command which has been programmed into any computer, being a command which causes 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 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 system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

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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 or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not 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 buildings structures and plant designed to exist or operate in the open) \* ;
    - (e) any structure not completely roofed \*;
    - (f) being retaining walls \*;

\* Unless so described and specifically insured as a separate item

- 2. aircraft and other aerial devices or articles dropped therefrom;
- 3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, 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.
- E. This Special Extension shall not apply to any Public Liability Indemnity.



### 10. NUCLEAR ENERGY RISKS NMA 1975 (a)

This Policy shall exclude Nuclear Energy Risks.

For all purposes of this Policy Nuclear Energy Risks shall mean all first and/or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- (i) All Property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
  - a) the generation of nuclear energy or
  - b) the production, use or storage of nuclear material.
- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but 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:

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;



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- 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 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

“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:

- Any Nuclear Reactor;
- 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
- Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, use or storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and *all* materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- 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
- for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.



### **Additional Nuclear Exclusions**

This insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

### **Definitions:**

“Nuclear material” as defined in NMA 1975.

“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 in NMA 1975.

“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.

## **11. WAR CIVIL WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes 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. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
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;
4. Terrorist Activity as defined herein
  - A. “Terrorist Activity” shall mean any deliberate, unlawful act that:
    1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
    2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to



- (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
  - (b) influence, disrupt or interfere with any government related operations, activities or policies;
  - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
  - (d) disrupt or interfere with a national economy or any segment of a national economy; or
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
  - (b) hostage taking or kidnapping;
  - (c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein;  

For the purpose of (c) “contamination” means the contamination, poisoning, or prevention and/ or limitation of the use of objects due to the effects of chemical and/or biological substances.
  - (d) the use of radioactive or nuclear agent, material, device or weapon;
  - (e) 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 buildings, 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 unforeseeable, the remainder shall remain in full force and effect.

## 12. GAS KIT

**The insurance under this policy does not cover loss damage or liability directly or indirectly caused by or resulting from the motor vehicle insured being equipped with a motor vehicle gas kit which has not been manufactured and/or installed by a professional manufacturer or supplier.**

### CONDITIONS

#### 1. OBSERVANCE OF CONDITIONS

**The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.**

#### 2. NOTIFICATION

**Every notice or communication to be given or made under this Policy shall be delivered in writing by registered letter to the Company.**





### 3. PRECAUTIONS

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

### 4. MISPRESENTATION FRAUD AND DUTY OF FULL DISCLOSURE

Any withholding of facts or intentional false declaration made in bad faith by the Insured shall entail the nullity of the Policy when such withholding or false declaration alters the nature of the risk and makes it appear less hazardous even though the fact withheld or misrepresented has been without influence on the loss and in such a case the Company shall retain the whole of the premium paid and shall be entitled to claim all premiums due and demandable.

In the event such withholding or false declaration was not made in bad faith the Company shall be entitled:

- (a) if the fact is ascertained before the loss
  - either to maintain the Policy subject to the Insured agreeing to pay an increased premium
  - or to cancel the Policy after giving 14 days notice to that effect to the Insured and refunding a proportionate part of the premium paid.
- (b) if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid. The Company will be entitled to claim from the Insured any amount unduly paid as a result of any fraudulent declaration omission act or manoeuvre. Fraud or any attempt thereat renders the Policy null and void.

### 5. ALTERATION IN RISK

During the currency of the Policy the Insured must report to the Company 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 Policy the Company would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the modification if this is brought about by an act of the Insured and in other cases within eight days from the moment it has come to the Insured's knowledge.

In either case it shall be open to the Company:

- either to cancel the policy
- or to claim an increased premium in which case if the Insured does not accept the new rate of premium the Policy shall be cancelled.

In the event of the aggravation of risk being due to an act of the Insured the Company will be entitled in addition to claim damages.



**6. CLAIMS PROCEDURE**

**On the happening of any injury or damage or of any occurrence likely to give rise to a claim:**

- (i) the Insured shall under pain of avoidance (‘ déchéance ’)**
  - (a) immediately inform the Police Authorities or where applicable fill in the appropriate Agreed Statement of Facts (ASF) Form in accordance with provisions of the Road Traffic Act**
  - (b) immediately and at the latest within 5 days (within 24 hours in the case of theft) notify the Company**
  - (c) in the case of theft immediately inform the Police and take practical steps to recover the property**
  - (d) within 15 days submit in writing full particulars of the occurrence to the Company**
  - (e) supply at his own expense all reports information and assistance reasonably required**
  - (f) inform the Company of any communication claim or notification to appear in court and shall not negotiate admit or repudiate any claim by any person or body**
  - (g) obtain prior authorisation from the Company before referring the vehicle to a garage for repairs**
  - (h) not abandon any property to the Company without its consent**
- (ii) The Company reserves the right to refer the vehicle to a garage of its own choice for repairs**
- (iii) The Company reserves the right to order from its accredited supplier(s) parts which are necessary for diligent repair of the insured vehicle and the Insured shall provide all necessary assistance as required by the Authorities.**

**7. THE COMPANY’S RIGHTS**

- (i) No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require**
- (ii) If the Insured obtains any form of payment direct from Third Parties in compensation of loss or damage covered by this Policy for which a claim has been made to the Company the Insured shall immediately notify the Company and the latter shall not be liable to make good any such loss or damage. The Insured further undertakes to refund to the Company any compensation paid by the Company if and when Insured receives compensation in respect of the same loss or damage from any responsible Third Party**



- (iii) At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1 (b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II - 1 (b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

### 8. ONUS OF PROOF

Where the Company alleges that by reason of the provisions of any of the Exceptions or Exclusions of this Policy any loss damage injury or liability is not covered by this Policy the burden of proving that such loss damage injury or liability is covered shall be upon the Insured or in case of death of the Insured's legal representatives.

### 9. AVOIDANCE CLAUSES

No avoidance ("déchéance") of the Policy by reason of an act or omission of the Insured subsequent to the event giving rise to a claim shall be binding upon any Third Party or their rightful heirs to whom prejudice has been caused.

### 10. LIMITATION OF ACTIONS

Any action under this Policy shall be prescribed in accordance with Articles 1983-37 and 1983-38 of the Civil Code.

### 11. OTHER INSURANCES

Under pain of nullity of the present Policy the Insured shall disclose any other insurance(s) taken in respect of the risk insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the sum(s) insured.

If at the same time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses.

Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso 2 (ii) of Section II of this Policy.

### 12. SUBROGATION RIGHTS

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 Mauritian 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.

### 13. CHANGE OF OWNERSHIP

If an insured vehicle is sold insurance cover will remain in force in favour of the new owner for two full days following the day of purchase. At the end of the second day the Policy will be suspended and may then be cancelled by either party.



At the expiry of a further period of 15 days the Policy will automatically be cancelled unless it has been reinstated by agreement between the two parties or has already been cancelled by one of them within that period.

The date of sale shall be communicated immediately by the Insured to the Company by registered letter.

The above provisions do not in any way affect the rights of third parties as provided for by the Road Traffic Act.

#### 14. 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 expressed in the schedule attached to the present policy
- (b) The Company and the Insured shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the policy on the party so desiring giving 30 days notice in writing to that effect to the other party
- (c) In cases where the policy covers several risks or several vehicles, it shall be permissible to either the Company or the Insured to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of anyone or more of the several risks and/or vehicles insured
- (d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above the Company shall:
  - (i) when such cancellation is made at the request of the Insured, adjust the premium on the basis of the Company receiving or retaining the customary short term premium, provided that no claim has been paid or is payable during the current period of insurance
  - (ii) when such cancellation is made by the Company, refund or retain the premium on a pro-rata basis.

#### 15. CANCELLATION

The present contract may be cancelled before its normal expiry date in the following cases, inter alia,

- (1) In the event of the death of the Insured or the transfer of the property insured as provided for in Articles 1983 - 48 and 49 of the Mauritius Civil Code
- (2) For non payment of premium (Articles 1983 - 21 to 24 of the Mauritius Civil Code)
- (3) In the event of aggravation of risk (Article 1983 - 25 of the Mauritius Civil Code)
- (4) In case of withholding of facts or intentional false declaration by the Insured (Article 1983 - 30 of the Mauritius Civil Code)
- (5) In the events set out in Article 1983 - 35 of the Mauritius 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 Mauritius Civil Code
- (7) In the event of the Company refusing to reduce the premium in circumstances provided for in Article 1983 - 29 of the Mauritius 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 Mauritius Civil Code, with avis de reception.

### **16. LIMITATION OF JURISDICTION**

It is hereby agreed by and between the parties that any dispute or claim arising out of or under or in connection with this policy if referable to arbitration will be referred only in Mauritius and if triable by a court of law shall be tried and determined by a court in Mauritius. It is further agreed and recorded that any monies payable under or in respect of this Policy shall be payable in Mauritian currency.

### **17. ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

### **18. APPLICABLE LAW AND JURISDICTION**

This policy shall be governed by and construed in accordance with the laws of Mauritius.

It is agreed that the indemnity provided herein shall not apply to:-

1. Compensation for damages in respect of judgements delivered or obtained otherwise than by a court of competent jurisdiction in Mauritius.
2. Costs and expenses of litigation recovered by any claimant which are not incurred in and recoverable in Mauritius.

it being the intention of this Clause that this Policy shall only indemnify the Insured in accordance with customary practices, conditions and judgements normally applying in Mauritius.





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