

GENERAL POLICY CONDITIONS

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

This *Policy* covers the *Beneficiary* if the *Beneficiary* is an SBM Gold, Air Mauritius Co-Branded, SBM Visa Platinum or Asia Prestige or Visa Business or Union Pay Business Cardholder.

This *Policy* is held by the SBM Bank (Mauritius) Ltd, 1 Queen Elizabeth II Avenue, Port Louis, Mauritius for the benefit of the *Beneficiaries*.

The information provided by the *Beneficiary* when applying for the card forms part of the contract of insurance with the *Insurer*.

The purpose of these general conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by SICOM General Insurance Ltd (the "**General Conditions**").

1. DEFINITIONS

For the application of these General Conditions, the following words or expressions when in bold and italic have the meanings specified against them:

Abroad: any country outside of Mauritius, on a worldwide basis or within the geographical scope insured by the ***Policy***.

Accident: any sudden, unforeseeable and violent event taking place ***Abroad***, external to the victim and beyond his/her control, the nature of which may endanger the ***Beneficiary's*** life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Assistance Company: the service provider appointed by the ***Insurer*** in order to provide the coverages of the ***Policy*** – AXA Assistance Morocco (128, boulevard Lahcen ou Idder – Casablanca - 20490).

Beneficiary: individuals less than eighty (80) years old when assistance is asked for, resident in Mauritius, who is designated as the insured person under the ***policy*** taken out by SBM Bank (Mauritius) Ltd) including spouse and children under the age of 23 years to travel for which a fully paid fare ticket has been purchased by the means of the card whilst travelling during operative time.

Claim: any event requiring the assistance of the **Assistance Company**.

Close Relative: The spouse of the **Beneficiary**, their children who are less than 18 years old when assistance is asked for, and also their immediate ascendants at first degree, resident in Mauritius.

Country of Residence: The Republic of Mauritius

Credit Card: Credit cards issued by SBM which are Gold Card and Air Mauritius Co-Branded Cards, VISA Platinum and Asia Prestige Cards, VISA Business and Union Pay Cards.

Currency: Money in circulation as a medium of exchange in Mauritius or **Abroad**.

Deductible/Excess: part of damage which remains borne by the **Beneficiary**.

Dollar: Currency that is legal tender in the United States of America.

Hospitalization: any unexpected admission in a hospital rendered necessary due to the state of health of the patient. By “admission”, it is understood that in all cases, an admission form is necessarily filled in by the **Beneficiary** before being hospitalised. The admission is considered unforeseen when it has not been scheduled more than five (5) days prior to the **hospitalization**.

Illness: Any sudden, serious and unforeseeable change in health conditions, as observed by a competent **Medical Authority** and the nature of which may endanger the patient’s life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Insurer: SICOM General Insurance Ltd, SICOM Building, Port-Louis, Mauritius

Medical Authority: Any person with a valid diploma in medicine or surgery in the country where the **Beneficiary** is located, attending the **Beneficiary**.

Medical Team: A group of persons tailored to each specific case as defined by the **Assistance Company’s** supervising physician and relying on the support of the **Assistance Company’s** infrastructure and international network.

Medical Transportation/Transfer: transportation/transfer of the Beneficiary in accordance with his/her medical condition, decided by the **Medical Team**.

Policy: travel insurance *policy* currently valid, issued by the Insurer and including travel assistance

Policyholder: The SBM Bank (Mauritius) Ltd – 1 Queen Elizabeth II Avenue Port Louis, Mauritius

2. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of Mauritius for the period of validity of the Credit Card issued by SBM Bank (Mauritius) Ltd.

The covers for each Credit Card, as established in the Benefits Schedule, only apply from the first (1st) day of travel abroad to the ninety-second (92nd) consecutive travel day per trip.

The cover on a Beneficiary shall terminate on:

- Upon expiration or non-renewal of their Credit Card,
- In case of cancellation or non-renewal of the contract between the **Policyholder** and SBM Bank (Mauritius) Ltd;
- Any other date on which the Credit Card **Policyholder** ceases to be eligible for cover for any fraudulent or criminal reason affecting the cover hereunder.

All monetary amounts specified in the Policy are expressed in Dollars.

3. TERRITORY

Beneficiaries are covered in the whole world (excluding the Country of Residence and war zones)

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BENEFITS SCHEDULE

ATTACHED TO AND FORMING PART OF POLICY NUMBER PYHO21MI000115

Period of Insurance: 01 January 2022 00:00 to 31 December 2022 23:59

	USD	USD	USD
	GOLD CARD AND AIR MAURITIUS CO-BRANDED CARDS	VISA PLATINUM & ASIA PRESTIGE	VISA BUSINESS & UNION PAY CARDS
MEDICAL AND RELATED EXPENSES			
Medical transportation, repatriation and evacuation	Not covered	Actual Cost	Not covered
Cover for emergency medical & hospitalization expenses abroad	10 000,00	50 000,00	Not covered
Hospital benefits	Not covered	80,00 per day maximum 30 days	Not covered
CANCELLATION / CURTAILMENT			
Cancellation	Not covered	3 000,00	Not covered
Curtailement	Not covered	3 000,00	Not covered
BAGGAGE			
Loss of Baggage cover	Not covered	2 000,00	Not covered
Loss of Money	Not covered	1 000,00	Not covered
Baggage delay	Not covered	100,00 per day after 6hrs Maximum of 2 days	75,00 per day after 6hrs Maximum of 2 days
Document Replacement	Not covered	3 000,00	1 500,00
TRAVEL INCONVENIENCES			
Compensation in the event of flight delay	Not covered	60,00 per hour after 6 hrs up to 360,00	40,00 per hour after 6 hrs up to 240,00
Missed Departure	Not covered	3 000,00	No Cover
Missed Connection	Not covered	3 000,00	No Cover
LEGAL ASSISTANCE AND EXPENSES ABROAD			
Legal expenses	Not covered	5 000,00	2 500,00
PERSONAL ACCIDENT			
Accidental Death	150 000,00	250 000,00	150 000,00

Permanent Total Disablement	150 000,00	250 000,00	150 000,00
PA for children aged 16 and under, benefits is limited to	Not covered	3 000,00	1 500,00
Death	Not covered	100% of sum insured	100% of sum insured
Total and irrecoverable loss of sight of one or both eyes	Not covered	100% of sum insured	100% of sum insured
Loss of one or two limbs	Not covered	100% of sum insured	100% of sum insured
Permanent Total Disablement (other than above)	Not covered	100% of sum insured	100% of sum insured
HIJACK, HOSTAGE AND WRONGFUL DETENTION			
Hijack, Hostage or Wrongful Detention	Not covered	100,00 per day Up to 2100,00	50,00 per day Up to 1050,00
PERSONAL LIABILITY			
Personal Liability	Not covered	1 000 000,00	Not covered
WINTER SPORT COVER			
Ski Pack	Not covered	500,00	Not covered
Piste Closure	Not covered	500,00	Not covered
Winter Sports Equipment (Owned)	Not covered	2 500,00	Not covered
Winter Sports Equipment (Hired)	Not covered	50,00 per day Up to 750,00	Not covered
Avalanche Cover	Not covered	500,00	Not covered

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FOR AND ON BEHALF
SICOM GENERAL INSURANCE LTD

ASSISTANCE TO PERSONS

Only the **Assistance Company** has the authority to arrange the service provisions associated with the coverages below.

If the **Beneficiary** or his/her family circle arranges for all or part of the service provisions insured by the **Policy** and/or any commitment to expenses without the **Assistance Company's** prior agreement, substantiated by a case number, he/she and/or they are not entitled to reimbursement.

The procedures and formalities associated with visa applications, for transfers to a third country, are solely the responsibility of the **Beneficiary** or of any person acting instead and in place of him/her.

The procedures and formalities associated with continuing, in the **Country of Residence**, with a treatment started **Abroad** are solely the responsibility of the **Beneficiary** or of any person acting instead and in place of him/her.

1. MEDICAL TRANSPORTATION, REPATRIATION AND EVACUATION

1.1 Medical assistance

In case of **Accident** or **Illness**, the **Medical Team**, as soon as it is informed:

- take attach with the usual physician and the physician who dealt with first cares and/or the **Medical Authority** who is taking care of the person for the operation;
- decide the best decisions to be taken with regards to the medical state of the person.

Decisions of the **Medical Team** may lead to the implementation of various covers below. The non-justified refusal of those decisions by the **Beneficiary** may lead to the withdrawal of the cover.

1.2 Sending Abroad of a physician near the Beneficiary

Depending on the circumstances, the **Medical Team** may decide to send a physician near the **Beneficiary** in order to decide whether an eventual repatriation is necessary and to deal with it.

The **Assistance Company** shall bear the costs of transportation and examination of the concerned assigned physician.

1.3 Medical transportation

The **Assistance Company** shall deal with and bear the cost concerning the **medical transportation** of the **Beneficiary** depending on his/her medical state:

- in a hospital with better services to deal with the medical state of the **Beneficiary**;
- in a hospital nearest to his/her home;
- up to his/her home.

In the event of transportation to a hospital, the **Assistance Company** shall deal with the reservation of a bed in the chosen hospital.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip.

NOTE: The Assistance Company cannot act as a substitute for local, national or international emergency help or search organisations and does not pay for the expenses incurred because of their intervention. Thus, the Assistance Company shall not pay for the transportation from the place where the Accident or Illness occurred to a medical facility.

1.4 Common provisions:

- Transportation is carried out by ambulance, train or regular service airline. If transportation is medically impossible by airline, or by any other means decided on by the **Medical Team**, an air ambulance is provided.
- **Under no circumstances shall transatlantic or transpacific flights be arranged by air ambulance.**
- If the ticket held by the **Beneficiary** cannot be used for the **Medical Transfer** managed by the **Assistance Company**, the **Beneficiary** shall relieve this non-used ticket to the **Assistance Company** or reverse any refund obtained from the carrier.
- The **Assistance Company** shall find a bed in an appropriate medical facility according to its **Medical Team** recommendation or agreement.
- In all cases, the final decision regarding transportation, place of hospitalisation, date, need for the **Beneficiary** to be accompanied and methods used shall be taken exclusively by the **Medical Team**. **Should the Beneficiary refuse the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.**
- In all cases, the **Assistance Company** reserves the right to engage a competent **Medical Authority** who shall require unencumbered access to the **Beneficiary's** medical file and to examine the **Beneficiary** himself/herself in order to assess the appropriateness of **Medical Transportation**.
- In all cases the **Beneficiary's** luggage – excluding essential personal effects – shall remain the responsibility of the **Beneficiary** or of a **Close Relative**.

2. EMERGENCY MEDICAL AND HOSPITALIZATION EXPENSES ABROAD

In the event of **Illness** or Injury of the **Beneficiary** occurring outside the Usual Country of Residence, the **Assistance Company** will pay the usual, customary, necessary and reasonable costs of **hospitalization**, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor.

The **Assistance Company's medical team** will maintain the telephone contacts necessary with the centre and with the doctors who attend to the **Beneficiary** to supervise the provision of proper health care.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

2.1 Specific exclusions:

In addition to the General Exclusions, are not covered urgent medicines costs when the Beneficiary:

- has travelled to/from a country, specific area or event where a regulatory authority has advised against all travel;
- failed to obtain any recommended vaccines, inoculations or medications prior to his/her trip.

The implementation of this cover is subject to IPA's prior agreement.

This cover is subject to a limit provided by the Benefits Schedule.

3. BODY REPATRIATION IN CASE OF DEATH

In the event of the *Beneficiary's* death *Abroad*, the *Assistance Company* arranges and pays for the transportation of the body from the site where the deceased is laid to the burial site in the *Country of Residence*.

The *Assistance Company* pays for the transportation expenses and also the related expenses up to the maximum amount as specified in the Schedule.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip.

In addition to the General Exclusions, are not covered the funeral, ceremony, funeral procession, burial or incineration expenses within the Country of Residence

The Assistance Company alone is responsible for choosing the companies to be involved in the repatriation process.

4. COMPENSATION IN THE EVENT OF DELAYS IN DELIVERING LUGGAGE

The *Assistance Company* insures the delay in delivery of luggage checked-in by an I.A.T.A. affiliated Airline Company subject to the Beneficiary's ticket being valid for a scheduled international flight of that company.

The amount of the indemnification as shown in the Schedule is, on an all-inclusive basis, for all luggage properly checked-in where delivery is more than six (6) hours after the arrival of the *Beneficiary's* flight.

Obligations of the beneficiary in the event of a claim:

The *Beneficiary* must notify the *Assistance Company* by telephone on the same day as the event. Any *claim* must be accompanied by the certification from the airline company describing the event.

5. TRAVEL DELAY

5.1 Purpose of the guarantee

The **Assistance Company** warrants to indemnify the **Beneficiary** for unforeseen expenses he/she had to incur due to a flight delay of more than six (6) hours from the departure or arrival time given to its title transport.

"Expenses" mean costs incurred by the **Beneficiary in situ** for their meals and refreshments, hotel accommodation and local transfers to and from the airport to the hotel.

This guarantee shall come into force in addition to sums received from the concerned airline company or from any other body that the **Beneficiary** shall disclose to the **Assistance Company**. The **Beneficiary** shall not receive sums before justifying having claimed for indemnities to any possible liable entity and for an amount corresponding to the real suffered damages.

Any indemnity shall be granted only in the following circumstances:

- late departure of a scheduled flight carried out by an airline company, which flights are published;
- late arrival of regular airline flight, which flights are published, preventing the **Beneficiary** traveling on this flight to take the regular connecting flight.

In case of dispute, the site www.oag.com is considered as the reference website to determine the flights time and of connecting flights.

5.2 Amount of the indemnity

The **Assistance Company** shall reimburse hotel expenses (bed and meals only) up to the maximum amount as specified in the Schedule.

5.3 Specific exclusions

Delays or late arrivals because of events excluded as part of General Exclusions further detailed in clause 19 below shall not give rise to any indemnity.

In addition to those General Exclusions, no indemnity shall be granted in the following circumstances:

- Any delay on non-regular airline company (e.g., charter company)
- Any delay or late arrival below six (6) hours with regards to the initial published arrival time;
- Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered:
 - by the airport authorities, or
 - by the civil aviation authorities, or
 - by a similar body,

and/or has been announced prior to the departure day of the trip of the **Beneficiary**;

- If a similar means of transport has been made available to the *Beneficiary* within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.

5.4 Conditions of implementation

Within five business days further to this event, the *Beneficiary* or their assignees shall contact and inform the *Assistance Company* service of *claims*:

- By mail: servicemedial.ame@axa-assistance.ma
- Online claims portal: <https://meta.claims.axa.travel/>
- By phone: +33 1 55 92 23 50
- By registered letter with acknowledgement of receipt.

Statement of delay shall disclose the following information:

- Surname and last name of the *Beneficiary*
- Number of the *Policy*
- Number of the general terms of the *Policy*: **0804174**
- Name of the travel agency
- Date of departure and arrival of the trip
- Cause of the delay

Should those five (5) day period be not respected and should the *Assistance Company* incur any damages because of late filing, the *Beneficiary* shall lose their right to indemnity.

The *Beneficiary* or their assignees shall then communicate to the *Assistance Company*, directly or through his/her travel agency, the following documents:

- statement of the airline company mentioning the cause of the delay, the number of the flight, initial scheduled arrival time and actual arrival time
- copy of the travel ticket
- copy of the boarding pass
- notice of compensation granted by the concerned airline
- the original invoices of expenses incurred because of the delay.

The *Assistance Company* reserves the right, if need be, to request additional documents to the *Beneficiary*.

The benefit of this guarantee cannot be combined with the guarantee described in Article 4 "Compensation in the event of delays in delivering luggage".

6. BAGGAGE, PERSONAL MONEY AND TRAVEL DOCUMENTS

6.1 Baggage

Up to the amount shown in the Benefits Schedule per trip and per insured person, for the accidental loss, theft or damage to baggage and valuables.

The amount payable will be the value at the time of purchase less a deduction for wear and tear based on the age of the property as shown in the table below (or if the item can be repaired economically the **Assistance Company** will pay the cost of repair only).

Wear and Tear calculation table:

The replacement value is calculated based on the time elapsed between the date of purchase of the item and the date of the loss:

- Less than or equal to 1 year: 100% of the value,
- Period between 1 and 2 years: 75% of the value,
- Period between 2 and 3 years: 65% of the value,
- 10% deduction for each additional year beyond 3 years

The maximum the **Assistance Company** will pay for any one article, pair or set of articles is equal to the Single Item Limit shown in the Benefits Schedule.

The maximum the **Assistance Company** will pay for all valuables in total is equal to the valuables limit shown in the Benefits Schedule.

6.2 Personal Money

Up to the amounts shown in the Benefits Schedule per trip and per insured person travelling together for the accidental loss of, theft of or damage to personal money.

In the event of stolen cash, the **Assistance Company** shall reimburse the Cash, up to the limit set in the Benefits Schedule.

6.3 Travel Documents

Up to the amount shown in the Benefits Schedule for reasonable additional travel and accommodation expenses incurred necessarily **abroad** to obtain a replacement of the **Beneficiary's** lost or stolen travel documents as well as the pro-rata cost of the lost or stolen document and the expenses incurred in getting a replacement document.

6.4 Specific conditions

1. To make a claim for baggage, personal money and travel documents, the **Beneficiary** must obtain an official report from the local police within 24 hours.
2. If baggage is lost or damaged while in the care of a carrier, Transport Company, authority or hotel the **Beneficiary** must report to them, in writing, details of the incident.
3. If baggage is lost or damaged whilst in the care of an airline the **Beneficiary** must:
 - Obtain a Property Irregularity Report from the airline at the airport when the incident occurs.
 - Give written notice of the **claim** to the airline within the time limitations of the carriage or the handling agents and please retain a copy.

- Retain all travel tickets and tags to submit with a **claim**.
- 4. The **Beneficiary** must provide an original receipt or proof of ownership for items to help to substantiate the **Beneficiary's claim**.
- 5. Any amounts paid under Article 4 "Indemnities in the event of delay in delivery of luggage" will be deducted from the final amount to be paid under this article.

6.5 Specific exclusions

In addition to General Exclusions, are not covered under the present guarantee:

- The excess as shown in the Benefits Schedule per insured person for each and every **claim**.
- **Claims** which are not supported by the proof of ownership or insurance valuation (obtained prior to the loss) of the item(s) lost or damaged.
- Incidents of loss of baggage or valuables which are not reported to the local police within 24 hours of discovery and a written report is not obtained; A Holiday Representatives Report is not sufficient.
- Items damaged whilst the **Beneficiary** is on a trip when the **Beneficiary** does not obtain a damage/repair statement from an appropriate agent within 7 days of the **Beneficiary's** return to his/her country of residence.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Cheques, traveller's cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets.
- Unset precious stones, contact or corneal lenses, non-prescription spectacles or sunglasses without a receipt, hearing aids, dental or medical fittings, cosmetics, perfumes, tobacco, vaporisers or E-cigarettes, drones, alcohol, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, surfboards/sailboards, bicycles, marine equipment or craft or any related equipment or fittings of any kind and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage). Damage to china, glass (other than glass in watch faces, prescription spectacles and sunglasses, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the transportation vehicle or vessel in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- Any amounts already paid under Article 4 "Indemnities in the event of delay in delivery of luggage".
- All items used in connection with the **Beneficiary's** business, trade, profession or occupation.
- Damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moths, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
- Depreciation in value, variations in exchange rates or loss due to error or omission by the **Beneficiary** or a third party.
- **Claims** arising from loss from the **Beneficiary's** accommodation unless there is evidence of forced entry which is confirmed by a police report.
- Valuables or personal money or passport left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or locked safety deposit box. If items are stolen from a hotel safe or safety deposit box, any **claims** where the **Beneficiary** has not reported the incident to the hotel in writing and obtained an official report from the appropriate local authority.
- **Claims** arising from damage caused by leakage of powder or liquid carried within baggage.
- **Claims** arising from baggage shipped as freight.

7. LEGAL ASSISTANCE ABROAD

Following an involuntary breach **Abroad** of the laws and regulations in force, which is not qualified as criminal act according to the local law, which the **Beneficiary** might commit and if a legal action is initiated against him/her in this country, the **Beneficiary** may request, in writing, for the assistance of the **Assistance Company**.

The expenses, at the location, of a lawyer involved in the defence of the **Beneficiary** shall be reimbursed by the **Assistance Company**, up to the maximum amount as specified in the Schedule.

The coverage provided above does not apply for events in relation to the *Beneficiary's* business activity.

8. DAILY HOSPITAL CASH BENEFIT

If the **Assistance Company** accepts a claim under Article 2 "Emergency Medical and Hospitalization Expenses Abroad", the **Assistance Company** will also pay the **Beneficiary** up to the amount shown in the Benefit Schedule for incidental expenses for each continuous 24-hour period that the **Beneficiary** have to spend in hospital as an in-patient outside the **country of residence**.

8.1 Specific exclusions

In addition to General Exclusions, are not covered under the present guarantee:

1. Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or medical condition which necessitated the **Beneficiary's** admittance into hospital.
2. Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre

This cover is subject to a limit provided by the Benefits Schedule.

9. PERSONAL ACCIDENT

9.1 What is covered

Up to the amount shown in the Benefit Schedule, if the **Beneficiary** suffers a bodily injury caused by an accident during a trip, which within 12 months directly results in the **Beneficiary's**

- Death; or
- Loss of Sight; or
- Loss of Limb; or
- Permanent Total Disablement

If the **Beneficiary** suffers from loss of limb or loss of sight, the following amounts may be paid, but in any case, will not exceed 100% of the benefit amount for permanent total disablement.

Loss of:	Benefit Amount
Both hands	100% of the Permanent Total Disablement Benefit
Both feet	
Entire sight in one or both eyes	
One hand and one foot	
One hand or foot and the entire sight of one eye	
One hand	50% of the Permanent Total Disablement Benefit
One foot	

9.2 Specific exclusions

Beneficiaries under 2 years old and over 80 years old are excluded from this cover.

In addition to the General Exclusions, are not covered the consequences originated or produced by the following:

- Bad faith on the part of the *Beneficiary* or those intentionally caused by the same, except where the Bodily Injury was sustained in order to avoid something worse.
- Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances as well as damage caused during the course of strikes.
- Events of actions of the Armed Forces or Security Forces in peacetime.
- Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- Fall of sidereal bodies and meteorites,
- Those derived from radioactive nuclear energy,
- Those caused when the *Beneficiary* takes part in bets, challenges or brawls, except in the case of legitimate defence or necessity,
- *Accidents* caused by the *Beneficiary's* participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
- *Accidents* suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0, 50 grams per 1.000 cubic centimeters, or the *Beneficiary* is fined or convicted for this cause.
- Intoxication or poisoning from the consumption of foodstuff.
- Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the *policy*.
- Illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptiform and caused by any kind of loss of consciousness as a result of an *accident* as the latter is defined in the definitions of these general conditions.
- *Accidents* due to a physical or manual risk activity (paid or not) such as: driving of vehicles, use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater/sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.

10. CANCELLATION AND CURTAILMENT

The Assistance Company will pay, up to the sum insured as specified in the Schedule of Benefits per trip for all Beneficiaries, for all non-recoverable deposits, advance payments and other charges paid or due to be paid by or on behalf of the Beneficiary for travel and accommodation and also for reasonable and necessary extra travel or accommodation expenses for return to the Beneficiary's Country of Residence in the event of a covered trip being reasonable and necessarily cancelled or curtailed because of:

- The death, body injury, illness or complication of pregnancy of:
 - the Beneficiary, or any person with whom he/she is travelling or has arranged to travel with, or any person with whom he/she has arranged to reside temporarily,
 - a Beneficiary's Close relative,
 - the Beneficiary's business associate.

As an exception to the General Exclusions, the Beneficiary is covered under the same terms if before travelling:

- the Beneficiary falls ill at home with an infectious disease and cannot travel;
- the Beneficiary or a Close Relative has to self-isolate at home because of an infectious disease and cannot travel Abroad (subject to medical certification);
- the Beneficiary has been denied boarding at airport due to detected symptoms of an infectious disease;
- The destination the Beneficiary is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return in the Country of Residence).

As an exception to the General Exclusions, the Beneficiary is covered under the same terms if during the trip, travel restrictions are imposed asking to the Beneficiary to return at home due to a pandemic illness.

- jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with;
- redundancy which qualifies for payment under the current redundancy payment legislation in the Country of Residence and at the time of booking the trip there was no reason to believe anyone would be made redundant of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.
- the withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or curtailment could not reasonably have been expected at the time of receiving these benefits or booking the trip (whichever is the later).
- the Police requesting the Beneficiary, within seven (7) days of his/her departure date, to remain at or subsequently return to his/her home due to serious damage to his/her home caused by fire, aircraft, explosion, storm, subsidence, malicious person or theft.

Specific exclusions:

In addition to the General Exclusions, are not covered:

- **pre-existing medical conditions predating the first subscription of the Policy and having given rise to a consultation, hospitalization or other medical treatment within the six (6) months prior to the request for assistance;**
- **the excess specified in the Schedule of Benefits applied per claim and per Beneficiary;**
- **the cost of recoverable airport charges and levies;**
- **any claim arising directly or indirectly from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier);**

- travel tickets paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes;
- accommodation costs paid for using any timeshare, Holiday Property Bond or other holiday points scheme;
- normal pregnancy from the 26th week;
- failure to obtain the required passport or visa;
- any claim arising directly or indirectly from circumstances known by the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);
- any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or PayPal;
- any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation.

11. MISSED DEPARTURE AND MISSED CONNECTION

The **Beneficiary** is indemnified, up to the amount shown in the Benefits Schedule, for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching his/her overseas destination, connecting flights outside the Mauritius or returning to the Mauritius if he/she fails to arrive at the international departure point in time to board the scheduled public transport on which he/she is booked to travel on the initial international journey of the trip as a result of:

- The failure of other scheduled public transport or
- An accident to or breakdown of the vehicle in which the **Beneficiary** is travelling or
- Strike, industrial action or adverse weather.

11.1 Specific conditions

- The **Beneficiary** must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver him/her to the departure point.
- The **Beneficiary** must obtain a written report from the carrier confirming the delay and cause.
- The **Beneficiary** must obtain a written report from the local police or attending emergency service if the vehicle he/she is travelling in breaks down or is involved in an accident.
- The **Beneficiary** may claim only once under Article 5 "Travel Delay" or once under this Article "Missed departure/ missed connection" for the same event, not twice or all.

11.2 Specific exclusions

In addition to General Exclusions, are not covered under the present guarantee:

- **Claims** arising directly or indirectly from:
 - strike or industrial action existing or being publicly announced by the date the **Beneficiary** purchased this insurance or at the time of booking any trip.
 - an accident to or breakdown of the vehicle in which the **Beneficiary** is travelling for which a professional repairers report is not provided.

- breakdown of any vehicle in which the *Beneficiary* is travelling if the vehicle is owned by him/her and has not been serviced properly and maintained in accordance with manufacturer's instructions.
- Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations systems require longer periods for connections.
- Anything mentioned in General Exclusions.

12. PERSONAL LIABILITY

12.1 Personal Civil Liability cover

The *Assistance Company* guarantees the *Beneficiary* to pay the compensation for which the *Beneficiary* may be civilly liable by law, for bodily or material damages caused involuntarily to third parties and products during the lifetime of the insurance contract, according to the definitions, terms and conditions set out in the policy and for incidents arising from the risk specified therein.

Save express agreement to the contrary, the *Assistance Company* will assume the legal supervision as regards the *claim* by the damaged party and will meet the cost of the defence expenses that arise. The *Beneficiary* shall provide the collaboration necessary to assist the legal supervision assumed by the *Assistance Company*.

If in the court procedures brought against the *Beneficiary* there should be a conviction, the *Assistance Company* will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the *Beneficiary* thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favourable to the interests of the *Assistance Company*, it will be obliged to meet the cost of the expenses arising from such appeal.

When any conflict arise between the *Beneficiary* and the *Assistance Company*, prompted by the latter having to maintain in the loss interests contrary to the defence of the *Beneficiary*, the *Assistance Company* will inform the *Beneficiary* thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defence. In this case, the *Beneficiary* may choose between maintaining the legal supervision provided by the *Assistance Company* or entrusting its own defence to another person. In this last event, the *Assistance Company* will be obliged to pay the expenses of such legal supervision.

When in the civil part an amicable agreement has been reached, the defence in the criminal part is discretionary on the part of the *Assistance Company* and is subject to the prior consent of the defendant.

This cover is subject to a limit provided by the Benefits Schedule.

12.2 Recoveries

In the event of concurrence of the *Assistance Company* and of the *Beneficiary* against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

12.3 Specific exclusions

In addition to the General Exclusions, applicable to all coverage and sections of this policy, the consequences of the following events and damages are not covered:

- Damage which has its origin in the breach of or voluntary failure to observe positive legal rules or of those governing the activities object of the insurance
- Damage to goods or animals that are in the possession of the *Beneficiary*, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.
- Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the *Beneficiary*.
- Damage caused by risks that should be object of compulsory insurance cover.
- Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.
- The contractual obligations of the *Beneficiary*.
- Damage caused to ships, aircraft or any device destined for navigation or water or air support or caused by them.
- Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- The payment of penalties and fines, as well as the consequences of failure to pay them and the furnishing of court bonds to guarantee the criminal results of the procedure.
- Liability arising from labor accidents sustained by the personnel in the service of the *Beneficiary*.
- Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.
- Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the *Beneficiary*, or which are in his/her possession or sphere of control.
- Financial losses that are not the consequence of a material damage covered by the policy, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the policy.
- Damage caused by engaging in obviously dangerous sports, such as mountaineering, underwater activities, shooting or similar.
- Injury to employees of the *Beneficiary*.
- Liability arising out of:
 - Any wilful act or misconduct;
 - The carrying on of any trade profession or business.
- Liability to members of the *Beneficiary's* family or any employee.
- Liability for which indemnity is provided to the *Beneficiary* under any other insurance.

13. HIJACK, HOSTAGE AND WRONGFUL DETENTION

The *Assistance Company* will pay the *Beneficiary* distress compensation for every 24 hours during any common carrier in which the *Beneficiary* is travelling has been hijacked, or has been taken hostage or wrongfully detained

This cover is subject to a limit provided by the Benefits Schedule.

14. ~~PASSIVE WAR AND TERRORISM~~

~~Notwithstanding the General Exclusions and in particular the provisions of the "War, Civil War and Terrorism Exclusion Clause", it is hereby declared and agreed that the covers, "Emergency Medical & Hospitalization Expenses Abroad", "Medical Transportation /Repatriation/Evacuation" and "Body Repatriation in case of Death", shall be granted to the Beneficiary resulting from Passive Terrorism.~~

~~Passive terrorism shall refer to an act/or acts in which the Beneficiary is not an active participant in terrorist attacks.~~

~~Active participant in terrorism shall include any Beneficiary supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in a terrorist activity.~~

15. Winter Sports

15.1 Specific definitions

Piste: a recognized and marked ski run within the resort boundaries

Ski equipment: skis and snowboards (including bindings), ski boots, snowboard boots and ski poles.

Ski pack: ski lift pass, ski school fees and hired ski equipment, all pre-paid.

15.2 Covered activities

The **Beneficiary** is covered for the following activities

- Glacier Skiing
- Snowblading
- Ice Skating (on recognized ski rinks)
- Snowboarding (on piste, or off piste with a guide)
- Monoskiing
- Snowshoeing
- Ski touring
- Tobogganing
- Snowmobiling/Skidoo Skiing (on piste, or off piste with a guide**)

* Excluded for clause 9 – Personal Accident and clause 12 – Personal Liability.

15.3 SKI EQUIPMENT AND SKI EQUIPMENT HIRE

SKI EQUIPMENT: up to the amount shown in the Benefits Schedule for the accidental loss of, theft of or damage to **Beneficiary's** ski equipment or hired ski equipment. Hired ski equipment is limited to the liability of the **Beneficiary** as specified in the hire agreement.

The amount payable will be the value at time of purchase less a deduction for wear and tear based on the age of the property as shown in the table below. If the item can be repaired economically, the **Assistance Company** will pay the cost of repair only.

Ski equipment up to 1 year old	90% of purchase price
Ski equipment up to 2 years old	70% of purchase price
Ski equipment up to 3 years old	50% of purchase price
Ski equipment up to 4 years old	30% of purchase price
Ski equipment up to 5 years old	20% of purchase price

Ski equipment over 5 years old	No payment
Where there are no receipts	No payment

SKI EQUIPMENT HIRE: The *Assistance Company* will pay the *Beneficiary* up to the amount shown in the Benefits Schedule for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than twenty-four (24) hours of the *Beneficiary's* ski equipment.

1. 15.4 Specific exclusions:

2. The excess as shown in the Benefits Schedule per Beneficiary for each and every claim.
3. Anything listed in specific exclusions of the clause 6 – Baggage, Personal Money and Travel Documents.
4. Any claim where the Beneficiary does not provide original receipts.
5. Any claims occurring when travelling in the Country of Residence.

SKI PACK: The *Assistance Company* will pay the *Beneficiary* up to the amount shown in the Benefits Schedule for the unused portion of his/her ski pack that he/she are contracted to pay before the incident occurred, following his/her bodily injury or illness. Partial unused days will not be considered.

15.5 Specific exclusions

1. The excess as shown in the Benefits Schedule per Beneficiary for each and every claim.
2. Any claim arising from pre-existing medical conditions.
3. Claims where the Beneficiary does not provide written confirmation from a medical practitioner that such bodily injury or illness prevented him/her from using his/her ski pack.
4. Claims where the Beneficiary does not provide confirmation that no refund is available for the unused ski pack elements.
5. Any claims occurring when travelling in the *Country of Residence*.

PISTE CLOSURE: If the *Beneficiary* is prevented from skiing (excluding cross country skiing) at the pre-booked resort for more than twenty-four (24) consecutive hours, due to insufficient snow or unexpected adverse weather causing a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), the *Assistance Company* will pay the *Beneficiary* up to the amount shown in the Benefits Schedule for the cost of transport and lift pass charges for travel to and from an alternative site.

If no alternative sites are available, the *Assistance Company* will pay the *Beneficiary* a cash benefit up to the amount shown in the Benefits Schedule.

15.6 Specific exclusions:

1. The excess as shown in the Benefits Schedule per Beneficiary for each and every claim
2. Trips to resorts outside their published ski season
3. Trips where the Beneficiary has not pre-booked at least one (1) nights' accommodation
4. Claims when closure of a lift system occurs after the pre-booked period of the trip
5. Claims where the Beneficiary has not obtained a written confirmation from the resort management of the piste conditions confirming the closure of the facilities, the reason for closure and the dates applicable
6. Any claims occurring when travelling in the Country of Residence
7. Any costs where transport, compensation or alternative skiing facilities are provided to the Beneficiary
8. Trips in the Northern Hemisphere before 1st November and after 31st March
9. Trips in the Southern Hemisphere before 1st May and after 30th September.

AVALANCHE OR LANDSLIDE CLOSURE: If access to and from the ski resort is blocked or scheduled public transport services are cancelled following avalanches or landslides, the **Assistance Company** will pay up to the amount as shown in the Benefits Schedule for reasonable extra accommodation and travel expenses.

15.7 Specific exclusions:

1. The excess as shown in the Benefits Schedule per *Beneficiary* for each and every claim
2. Trips to resorts outside their published ski season
3. Trips where the *Beneficiary* has not pre-booked at least one (1) nights' accommodation
4. *Claims* when avalanches or landslides occur after the pre-booked period of the trip
5. *Claims* where the *Beneficiary* has not obtained written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable
6. *Any claims occurring when travelling in the Country of Residence.*

GENERAL CONDITIONS FOR APPLICATION

16. OBLIGATIONS OF THE BENEFICIARY

As soon as a covered event occurs, the *Beneficiary* or any other person acting on their behalf must immediately contact the *Assistance Company* alarm center in order to obtain a file number and which will allow the *Assistance Company* to act as soon as possible.

by telephone on the dedicated line number to SBM BANK (MAURITIUS) LTD:

- from abroad: + 33 1 55 92 23 50
- from France: 01 55 92 23 50

online claims portal (for insurance benefits only): <https://meta/claims.axa.travel/>

by email: servicemedical.ame@axa-assistance.ma

- from abroad: + 33 1 70 95 94 79
- from France 01 70 95 94 79

by quoting the following assistance agreement number: **0804174** as well as their policy number PYHO21MI000115.

17. IMPLEMENTATION OF COVERAGES

The *Assistance Company* becomes involved within the scope fixed by national and international laws and regulations.

In all cases, international transportations are arranged subject to the *Beneficiary* obtaining the administrative authorisations and having the identity documents and visa necessary for the transportation.

The *Assistance Company* reserves the right, prior to any intervention of its service provisions, to check the reality of the event insured and the validity of the request made by the *Beneficiary*.

The *Assistance Company* cannot be held liable for any damage of a professional or commercial nature suffered by a *Beneficiary* following an event which needed the intervention of the assistance services.

18. EXCEPTIONAL CIRCUMSTANCES

The *Assistance Company's* commitment is based on an obligation of means (*obligation de moyens*) and not one of results (*obligation de résultat*).

The *Assistance Company* cannot be held responsible for non-performance or delays or difficulties in performing the agreed services caused by civil or foreign war whether declared or not, general mobilisation, requisition of men and/or materials by the authorities, act of sabotage or terrorism, social unrest including strike, riot and popular uprising, restriction of the free movement of goods and persons, natural disasters, effects of radioactivity, epidemic, pandemics, infectious or chemical risk or any other accident or case of *force majeure*.

EXCLUSIONS

19. GENERAL EXCLUSIONS

In addition to the exclusions specified under the terms of the *Policy*, all consequences of and/or events resulting from the following are also excluded:

- circumstances provoked intentionally by the *Beneficiary*;
- foreign or civil war whether declared or not, riot and popular uprising, act of terrorism or sabotage;
- involvement in fights, except in case of self-defence, and in bets, dares, duels or crimes;
- the professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- the consequence of practising the following sports or activities: mountaineering requiring or not the use of equipment, trekking, rock climbing, bobsleigh, skeleton, pot-holing, parachuting, acrobatic ski jumping, undersea diving involving the use or not of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights and ULM), flying air navigation craft, air navigation control device, aerial sports ;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- epidemics, pandemics declared by the World Health Organisation (WHO);
- effects of pollution, natural disasters and their consequences;
- any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation.
- benign affections or lesions which can be treated on the spot;
- non-urgent affections which do not require immediate medical care;
- pre-existing illness predating the first subscription of the *Policy* and having given rise to a consultation, hospitalisation or other medical treatment within the 6 months prior to the request for assistance;
- convalescence;
- affections under treatment at the first subscription of the *Policy* and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- surgical treatments and interventions of an aesthetic nature not resulting from an *Accident*;
- pregnancy conditions and their consequences, miscarriages and ectopic pregnancies and their consequences, deliveries and their consequences concerning the newborn babies;
- voluntary interruptions of pregnancy, amniocenteses;
- mental illnesses and their consequences, including depressive syndromes;
- the consequences of a suicide and attempted suicide;
- the consequences of the use of medicines or drugs not medically prescribed;
- the consequences of the alcohol abuse (blood-alcohol level greater than that set by the regulations in force in the country of location, deficiency syndromes as well as any pathology directly resulting from alcohol abuse);
- the consequences of the failure or inability to obtain vaccination or treatment required or made compulsory by a trip or travel or the repercussions of such vaccination or treatment;
- repetitive transportation required because of the Beneficiary's follow up examinations, out- patient care sessions;
- any cost or expense covered by another insurance policy;
- cost or expense incurred without the prior agreement of the *Assistance Company*;
- the medical expenses relating to check-ups, medical examinations, scheduled or preventative screenings.

- **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.

- **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;
 - 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:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

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

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

"Property" shall mean all land, 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:

- (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.

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.

- **ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Policy shall not apply to and does not cover 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, or in any way involving, or to the extent contributed to by, by the hazardous nature of asbestos in whatever form or quantity

- **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.

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.

This Special Extension shall not apply to any Public Liability Indemnity.

GENERAL PROVISIONS

20. LIFE OR DEATH SITUATION

If there is a risk of death, the *Beneficiary* or any other person representing him/her must call on the medical emergency services in place where the *Beneficiary* is located before contacting the *Assistance Company*.

21. PRESCRIPTION

Any claim arising out of the *Policy* shall become statute-barred five (5) years after the event which leads to it or after any time period applicable in accordance with the law of the Country of Residence.

22. APPLICABLE LAW AND JURISDICTION

This *Policy* (including its terms, exclusions, limitations and conditions) shall be construed in accordance with and governed in all respects by the Laws of the Republic of Mauritius (including without limitation any issues arising out of or in connection with the validity or enforceability of the *policy*) and in accordance with express definitions/interpretations provisions (if any) set out and incorporated in the *Policy*.

The Courts of Mauritius shall have valid and exclusive jurisdiction in any dispute, difference, *claim*, doubt or question.

The liability of the *Insurer* to indemnify the *Beneficiary* in such event shall always be limited to judgements delivered or obtained by a Court of competent jurisdiction within Mauritius and shall be solely in respect of

- Judgements, orders, declaration, awards or settlements, inclusive of interest, defence costs and expenses, in respect of *Claims*, actions or demands lodged or entered before a court of competent jurisdiction within Mauritius.
- Awards delivered following a Mauritian arbitration made within the jurisdiction of Mauritius, inclusive of interest, costs and expenses.

This Policy shall, however exclude:

- Judgements, orders, awards or settlements, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- The cost of taking up of the defence in any case before any foreign court;
- The enforcement, registration, recognition, exequatur or other similar procedures in connection with a foreign judgement or foreign pronouncement or foreign interpretation or foreign declaration or foreign award in Mauritius.

23. ACCEPTANCE OF POLICY TERMS

Subject to any special term to the contrary, this *Policy* shall commence and be effective as from the date specified in the *Policy* Schedule and any subsequent endorsement shall be effective as from the date mentioned in the relevant endorsement.

The *Beneficiary* should take care in reading the terms and conditions of this insurance cover and more particularly the exclusions, limitations and warranties. The *Beneficiary* should carefully peruse the *Policy* document and/or any endorsement attaching to it to precisely ascertain that the type and extent of coverage provided and the other terms stipulated thereon correctly describe and meet entirely the *Beneficiary's* insurance request.

If any *Policy* term and/or Schedule or other detail or information is found missing, incorrect, incomplete or defective, kindly inform the Insurer of the matter without delay and in any event not later than 30 days after receipt of the said *Policy* document, Schedule and/or endorsement.

Should the *Beneficiary*, within a period not exceeding thirty (30) days as from receipt of the relevant *Policy* documentation, Schedule and/or endorsement not make any written:

- Request for correction or rectification of the said *Policy* documentation, Schedule and/or
- Objection or representation or reservation of the *Beneficiary's* rights; or
- Request for *Policy* to be cancelled; AND thereby continue to have dealings with the Insurer in relation to the said *Policy* and/or endorsement, either directly or through intermediaries, by exercising any right or fulfilling any obligation under the *Policy*.

It shall be deemed that the *Beneficiary* have affirmed the *Policy* and are in agreement with its terms as set out in the *Policy* document, Schedule and/or any endorsement attaching thereto and that the correctness, accuracy, completeness and admissibility of the said *Policy* terms, Schedule and/or endorsement shall not thereafter be challenged or questioned in case of any Claim, dispute, difference or litigation including arbitration between the parties.

24. SEVERABILITY

If a provision or condition or section or sub-section of the *Policy* is found to be legally prohibited or unenforceable or inapplicable or invalid in the circumstances, the offending provision or condition or section or sub-section shall be severed from the rest of the *Policy* which otherwise continues to operate as originally written.

25. INTEGRATION

The *Policy* and the proposal form and/or any endorsement shall constitute the entire and exclusive agreement between the *Beneficiary* and the *Insurer* with respect to its subject matter. The parties to this insurance *Policy* formally agree that no evidence can be introduced to demonstrate that the parties intended something different from what the *Policy* and/or proposal form and/or endorsements provide.

26. CONDUCT OF THE CLAIM

The Insurer shall be entitled at any time to:

- take over and conduct in the name of the *Beneficiary* the defence of any *claim*;
- prosecute in the *Beneficiary's* name for the Insurer's benefit any *claim* for indemnity or damage or otherwise against any third party;
- conduct any negotiations and proceedings and settlement of any *claim*.

The *Beneficiary* shall give to the Insurer such information and assistance as the *Insurer* may reasonably require.

If having taken over the legal proceedings on behalf of the *Beneficiary*, the Insurer later discovers that:

- the *Beneficiary* has failed to disclose to it a material fact either at the time of the making of the contract or during its currency;
- the *Beneficiary* has breached a condition or a warranty of the *policy*; or

- anyone of the exclusions applies to the *policy*.

The Insurer will be entitled to withdraw from the said proceedings whereupon the *Insurer* shall be under no further liability towards the *Beneficiary* in respect of such proceedings.

27. 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 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.

28. 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, 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 any one or more of the several risks 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.

29. 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

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.

30. MAXIMUM INSURER'S COMMITMENT (Maximum limit)

It is agreed that if the **policy** is taken out in favor of one or several insureds, who are subject to the same insured accident caused by a same event at the same time and if the aggregate benefits exceed USD 20,000,000, the **insurer's** commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to **Beneficiaries** who are subject to the same accident, the benefits being reduced and paid on a proportional basis with respect to the number of **Beneficiaries**.

31. SANCTIONS

The **Assistance Company** and the **Insurer** 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 them 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.

The **Assistance Company** is subject to anti-money laundering and counter-terrorist financing provisions. The **Assistance Company** will not provide services to individuals or entities subject to assets freeze measures.

The **Policyholder** and/or the **Beneficiary** allow the **Insurer** to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

32. PRIVACY AND DATA PROTECTION

The **Policyholder** and/or the **Beneficiary** acknowledge and agree that the **Assistance Company**:

- is committed to protect its/their personal data in accordance with applicable laws and regulations;
- is acting as data controller in respect of the personal data that the **Policyholder** and/or the **Beneficiary** process under this **Policy**;
- has implemented and will maintain within its organization policies and technical security measures preventing any breaches (e.g. of confidentiality by its officers, representatives, employees or any other third party acting on its behalf in determining what are appropriate technical security measures, account shall be taken of risks presented by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed;
- has fulfilled legal requirements relative to the transfer of such personal data; and
- may record telephone calls between **Beneficiaries** and the **Assistance Company** for quality control purposes.

The **Policyholder** and/or the **Beneficiary** consent(s) to transfer its/their personal data **Abroad**, in order for the **Assistance Company** to fulfil its contractual commitments with the **Insurer** and/or the **Beneficiary**, including but not limited to administration, risk management and performance of the **Policy**.

33. COMPLAINT PROCEDURES

STEP 1:

Seek resolution by the Department dealing with your query/claim

STEP 2:

If you are disappointed with any aspect of our products/services, please write or contact the Complaints Coordinator with full details including the Policy and/or claim number at the following address:

The Complaints Coordinator
SICOM General Insurance Ltd
Sir Cécilcourt Antelme Street, Port Louis, Mauritius

STEP 3:

If you remain unhappy with the outcome, you may write to the Office of Ombudsperson for Financial Services. Its contact details are:

Office of Ombudsperson for Financial Services
8th Floor, SICOM Tower
Wall Street, Ebène
Telephone number: 460-0473/74 | Fax number: 468-6473
Email: ombudspersonfs@myt.mu