

# SWAN

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Policy Document

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**Protect** Fire Insurance

## FIRE INSURANCE

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## FIRE INSURANCE

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### 1. OPERATIVE CLAUSE

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

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**IN CONSIDERATION of the Insured** named in the Schedule hereto paying to the **SWAN GENERAL LTD** (hereinafter called "the Company") the First Premium stated in the said Schedule,

THE COMPANY AGREES (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall, so far as their nature will permit them or any of them to be deemed Conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium, the property insured described in the said Schedule or any part of such property, be destroyed or damaged by:-

(1) FIRE (whether resulting from explosion or otherwise)

**A. not occasioned by or happening through:**

- (1) Its own spontaneous fermentation or heating or its undergoing any process involving the application of heat.**
- (2) Earthquake, Subterranean Fire, Storm, Tempest, Cyclone, Riot, Civil Commotion.**

**B. not involving in any manner 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.**

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- (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.**

**This Policy 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 the above.**

**In any action, suit or proceeding where the Company alleges that by reason of the provision of Items (1), (2) and/or (3) above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.**

- (2) LIGHTNING
- (3) EXPLOSION, **not occasioned by or happening through any of the perils specified in 1A (2) above,**
- (a) Of boilers used for domestic purposes only
- (b) In a building not being part of any Gas works, of Gas used for domestic purposes or used for lighting or heating the building

at any time before midnight of the last day of the Period of Insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof;

**PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon, or attached hereto, signed by or on behalf of the Company.**

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### 2. GENERAL EXCLUSIONS

**This Policy does NOT cover:**

- 2.1 Destruction or damage by explosion (whether the explosion be occasioned by fire or otherwise) except as stated on the face of this Policy**
- 2.2 unless specifically agreed for an insured loss involving nuclear material under determined circumstances, loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:**
  - 1. ionising radiations from contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel**
  - 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof**
  - 3. any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter**
- 2.3 Goods held in trust or on commission, money, securities, stamps, documents, manuscripts, business books, patterns, models, moulds, plans, designs, explosives UNLESS SPECIALLY MENTIONED AS INSURED BY THIS POLICY**
- 2.4 Destruction of or damage to any dynamo, transformer, motor, wiring, main or other electrical appliance directly caused by short-circuiting, over-running, excessive pressure or leakage of electricity but this Exclusion does not apply to damage thereto by fire resulting from such causes and originating outside the appliance**

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- 2.5** Destruction of, or damage to property which, at the time of the happening of such destruction or damage, is insured by, or would, but for the existence of this Policy, be insured by any Marine Policy or Policies, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected
- 2.6** Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the occurrences excluded under 1 (b) of the Operative Clause, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions
- 2.7** 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:

### **2.7.1** TERRORIST ACTIVITY AS DEFINED HEREUNDER

- 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;

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- (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;

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- (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 Company 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 Policy 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 the above.**



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**If the Company 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.**

### **2.7.2 COMPUTER VIRUS AND ON-LINE RISKS AS DEFINED HEREUNDER**

**Property damage covered under this Policy shall mean physical damage to the substance of property.**

**Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure.**

**Consequently the following are excluded from this Policy.**

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property, shall be covered.**
  
- B. Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.**

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### 2.7.3 NUCLEAR ENERGY RISKS

**This Policy excludes Nuclear Energy Risks as defined hereunder.**

**For all purposes of this Policy Nuclear Energy Risks shall mean all first party and/or third party insurances in respect of:-**

- 1 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.**
- 2 All Property on any site (including but not limited to the sites referred to in 1 above) used or having been used for:-**
  - The generation of nuclear energy, or**
  - The Production, Use or Storage of Nuclear Material.**
- 3 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.**
- 4 The supply of goods and services to any of the sites, described in 1 to 3 above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.**

**Except as undernoted, 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 1 to 3 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.**

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However, the above exemption shall not extend to:-

- 1 The provision of any insurance whatsoever in respect of:-
  - Nuclear Material;
  - 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 undernoted perils:-
  - Fire, lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devices or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in 1 above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

**Definitions :**

**“Nuclear Material” means:**

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

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### **(ii) Radioactive Products or waste**

**“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.**

**“Nuclear Installation” means:**

- (i) Any Nuclear Reactor;**
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory using nuclear fuel for the processing of Nuclear Material, including any factory using nuclear fuel 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.**

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**“High Radioactivity Zone or Area” means:**

- (i) In respect of 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) In respect of non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.**

### **2.7.4 NUCLEAR CAUSES AS DEFINED HEREUNDER**

**This Policy does not cover legal liability, loss (including consequential loss), damage, cost or expense 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 under Nuclear Energy Risks at 2.7.3 above.**

**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 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 under Nuclear Energy Risks at 2.7.3 above.**

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**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.**

### **2.7.5 LOSS OR DAMAGE TO TRANSMISSION AND DISTRIBUTION LINES AS DEFINED HEREUNDER**

**This Policy excludes destruction of or loss or damage to transmission and distribution lines forming part of the National Public Networks, including wires, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations, including substations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.**

**This exclusion applies to above ground equipment, which are more than 150 meters (or 500 feet) from an insured structure.**

**This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines, forming part of the National Public Networks.**

**However, this exclusion does not apply to National Public Networks Transmission and Distribution Lines situated on the premises of the Insured and destroyed or damaged whilst under the care, custody or control of the Insured by any of the Perils hereby insured against other than Cyclone, Flood, Earthquake or Aircraft.**

**It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.**

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### **2.7.6 POLLUTION AND CONTAMINATION AS DEFINED HEREUNDER**

**1. This Policy shall not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.**

**2. This exclusion does not apply if such loss or damage arises as a direct consequence of**

**(a) the perils**

- **fire, lightning, explosion, impact of aircraft**
- **vehicle impact, sonic boom**
- **accidental escape of water from any tank, apparatus or pipe**
- **riot, civil commotion, malicious damage**
- **storm, hail**
- **flood, inundation**
- **earthquake**
- **landslide, subsidence**
- **snow pressure, avalanche**
- **volcanic eruption**

**Provided that any of the above mentioned perils is covered by this Policy as stated in the Special Perils Endorsement attached to this Policy.**

**or**

**(b) a physical damage of the type insured by this Policy which occurred on the insured premises.**

**If a peril not excluded from this Policy arises directly from pollution and/or contamination, any loss or damage arising directly from that peril shall be covered.**

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### **2.7.7 COMPUTER LOSS GENERAL EXCLUSION AS DEFINED HEREUNDER**

**Notwithstanding any provision of this Policy including any special exclusion, exception 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 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, or**
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.**



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**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 shall not be excluded by this General Exclusion.**
- B. The special perils that are not excluded for the purpose of this special extension are damage caused by:**
- 1. storm, wind, water, hail or snow excluding damage to property**
    - (a) arising from its undergoing any process necessarily involving the use or application of water;**
    - (b) caused by tidal wave originating from earthquake or volcanic eruption;**
    - (c) in the underground workings of any mine;**
    - (d) in the open (other than buildings structures and plant designed to exist or operate in the open)\***
    - (e) in any structure not completely roofed\***
    - (f) being retaining walls\*;**
  - \* Unless so described and specifically insured as a separated item**
  - 2. aircraft and other aerial devices or articles dropped therefrom;**

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- 3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.**

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

- C. The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Policy to the extent that such consequential loss results from damage to insured property**

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### 3. GENERAL CONDITIONS

#### 3.1 DUTY OF FULL DISCLOSURE

In accordance with Article 1983 – 30 of the Mauritius Civil Code any withholding of facts (Reticence) or false declaration wilfully made by the Insured shall entail the nullity of the contract, when such withholding or false declaration alters the nature (objet) of the risk or makes it appear less hazardous to the Company, even though the fact omitted or distorted or misrepresented has been without influence on the loss; and in such a case the Company shall retain the premium paid and shall be entitled to claim as damages all premiums remaining due to be paid.

Where the omission or incorrect declaration was not made in bad faith, the Company shall be entitled:

- (a) If the establishment of such a fact is made before the loss
  - (i) To maintain the contract subject to the Insured agreeing to pay an increased premium,
  - or
  - (ii) To cancel the Policy after giving 14 days' notice to that effect to the Insured and refunding a proportionate part of the premium paid.
- (b) If the establishment of such a fact is made after the loss, to reduce the indemnity payable in the proportion that the rate of the premiums paid bears to the rate of the premiums that would have been payable had the risk been completely and exactly declared.

#### 3.2 AGGRAVATION OF RISK

During the currency of the contract, the Insured must report to the Company, by registered letter, any modification likely to aggravate the risk insured and which, had the new state of affairs existed at the writing of the Contract, the Company would not have contracted or would only have done so against a higher premium.

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Such report must be made prior to the aggravation if it is caused by the Insured's own doing and in other cases, within eight days from the time it has come to the Insured's knowledge.

In either case it shall be open to the Company:

- (a) to cancel the contract, or
- (b) to claim an increased premium in which case if the Insured does not accept the new rate of premium the contract shall be cancelled.

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

### 3.3 CLAIMS

It is a condition precedent to liability and to the payment of any claim that the Insured shall:-

- (a) notify the Company immediately or with reasonable speed and, in any event not later than 5 days, of:-
  - (i) any loss or occurrence or incident or accident giving rise to a claim or,
  - (ii) any circumstance (fact, happening, event or state of affairs) he becomes aware of, which might give rise to a claim.
- (b) in case of loss or damage by malicious persons, acts of vandalism or burglary or any attempt thereat:-
  - (i) immediately or with reasonable speed report the incident or occurrence to the Police Authorities.
  - (ii) immediately or with reasonable speed and, in any event within 24 hours of its happening or on the next working day whichever is the earlier, notify the incident or occurrence to the Company.

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- (c) furnish the Company, at his own expense, with full particulars and proofs of his claim within a period of 5 days.
- (d) provide the Company with any reasonable supplementary information and/or documentation and/or proof and/or evidence the Company may require within a period of 5 days or within such longer period determined by the Company and with its written consent.
- (e) fully and accurately describe the exact circumstances of the loss, incident, occurrence, event, fact, happening or state of affairs giving rise to the claim or likely to give rise to a claim.
- (f) assist the Company in obtaining all necessary information to enable the Company to investigate the circumstances of the claim and/or assess and/or adjust the claim.
- (g) notify and/or forward to the Company immediately or with reasonable speed and, in any event on the next working day, any impending prosecution, inquest or fatal inquiry, summons, writ, process, letter and/or claim lodged against him as soon as he becomes aware and/or is in receipt of any document or information in connection with such occurrence, incident, fact, happening or state of affairs.

### IMPORTANT

1. **CONDITION PRECEDENT TO LIABILITY AND PAYMENT SHALL MEAN A CONDITION THAT MUST BE COMPLIED WITH FOR THE POLICY TO INDEMNIFY THE INSURED. ANY BREACH OF SUCH CONDITION WILL ENTITLE THE COMPANY TO DENY POLICY LIABILITY.**
2. (A) **FAILURE TO NOTIFY OR REPORT AN OCCURRENCE OR INCIDENT OR ACCIDENT OR CIRCUMSTANCE GIVING RISE OR LIKELY TO GIVE RISE TO A CLAIM WITHIN THE TIME PRESCRIBED BY THE POLICY; AND/OR**  
  
(B) **FAILURE TO ABIDE FULLY AND STRICTLY BY THE PROVISIONS SET OUT IN (a), (b), (c), (d), (e), (f), (g) and (h) ABOVE;**

**SHALL RESULT IN THE LOSS OF THE INSURED'S RIGHT TO BE INDEMNIFIED UNDER THE POLICY AND SHALL ENTITLE THE COMPANY TO AVOID THE WHOLE CLAIM.**

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### 3.4 FRAUD

If the Claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

### 3.5 REINSTATEMENT

If the Company elects to reinstate or replace any property, the Insured shall at his own expense produce and give to the Company all such plans, documents, books, and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

### 3.6 INSURERS' RIGHTS AFTER A LOSS

On the happening of any destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy, enter, take or keep possession of the building or premises where the destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Company so to do. If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

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### **3.7 SELF INSURANCE (AVERAGE)**

Each separate sum insured by this Policy is subject to the following proviso:-

If at the time of any destruction of or damage to any property hereby insured the sum insured be less than the value of the property insured thereby, the liability of the Company shall be limited to that portion of such destruction or damage which the sum insured bears to the value aforesaid.

### **3.8 OTHER INSURANCES**

The Insured shall under pain of nullity of the present contract disclose to the Company every other insurances he has taken in respect of the risk presently insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the sum(s) insured.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured risk, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured risk.

### **3.9 CONTRIBUTION AND AVERAGE**

If any such other insurance shall be subject to any Condition of Average, this Policy, if not already subject to any Condition of Average, shall be subject to Average in like manner.

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the destruction or damage, the liability of the Company hereunder shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

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### **3.10 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 Mauritius Civil Code and all the provisions of the said article shall apply thereto.

The Company shall be entitled to take over and conduct in its own name or in the name of the Insured the defence of any claim and to prosecute for its own benefit any claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

### **3.11 WARRANTIES**

Every Warranty to which the property insured or any item thereof is, or may be, made subject, shall from the time the Warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such Warranty, whether it increases the risk or not, shall be a bar to any claim in respect of such property or item; provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a Warranty not having been complied with at any time before the commencement of such period.

### **3.12 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 properties, 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 and/or properties insured.



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- (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, have the right to claim or retain either the customary short term premium or the premium on a pro-rata basis.
  - (ii) when such cancellation is made by the Company, refund or retain the premium on a pro-rata basis.

### 3.13 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, in accordance with the provisions of Article 1983 – 36.

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### 3.14 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.

### 3.15 LIMITATION

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is subject to pending action or arbitration.

### 3.16 CONDUCT OF THE CLAIM

The Company shall be entitled at any time to:

- (a) take over and conduct in the name of the Insured the defence of any claim;
- (b) prosecute in the Insured's name for the Company's benefit any claim for indemnity or damage or otherwise against any third party;
- (c) conduct any negotiations and proceedings and settlement of any claim.

The Insured shall give to the Company such information and assistance as the Company may reasonably require.

If having taken over the legal proceedings on behalf of the Insured, the Company later discovers that:

- (a) the Insured has failed to disclose to it a material fact either at the time of the making of the contract or during its currency;
- (b) the Insured has breached a condition or a warranty of the Policy; or

## FIRE INSURANCE

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- (c) any one of the exclusions applies to the Policy;

the Company will be entitled to withdraw from the said proceedings whereupon the Company shall be under no further liability towards the Insured in respect of such proceedings.

### 3.17 APPLICABLE LAW AND JURISDICTION

This Policy shall be governed by the Laws of the Republic of Mauritius whose Courts shall have valid and exclusive jurisdiction in any dispute, difference, claim, doubt or question.

The liability of the Company to indemnify the Insured shall always be limited to judgements delivered or obtained by a court of competent jurisdiction within Mauritius and shall be solely in respect of:

- (i) Judgements, orders, declarations, 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.
- (ii) Awards delivered following a Mauritian arbitration made within the jurisdiction of Mauritius, inclusive of interest, costs and expenses.

This Policy shall, however, exclude:

- (a) judgements, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- (b) the cost of taking up of the defence in any case before any foreign court;
- (c) 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.

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### **3.18 INTERPRETATION**

**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.**

### **3.19 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.**

### **3.20 INTEGRATION**

**The Policy and the Proposal Form and/or any Endorsement shall constitute the entire and exclusive agreement between the Insured and the Company 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.**

### **3.21 SANCTION LIMITATION**

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

### **3.22 RIGHT TO OFFSET OUTSTANDING PREMIUM DUE**

**The Company shall have the right to offset any premium the Insured has not yet paid from any claims payment due to the Insured.**

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### 3.23 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 Insured should take care in reading the terms and conditions of this insurance cover and more particularly the exclusions, limitations and warranties. The Insured 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 Insured'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 Company 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 Insured, within a period not exceeding thirty (30) days as from receipt of the relevant Policy documentation, Schedule and/or Endorsement not make any written

- (a) Request for correction or rectification of the said Policy documentation, Schedule and/or Endorsement; or
- (b) Objection or representation or reservation of the Insured's rights; or
- (c) Request for Policy to be cancelled; **AND** thereby continue to have dealings with the Company (us) 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 Insured 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.

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### 4. MEMORANDUM

#### 4.1 TRANSFER OF INTERESTS

**If at the time of destruction or damage to the building hereby insured the Insured shall have contracted to sell his interest in such building, and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this Policy, so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Company under this Policy up to the date of completion as provided for in Article 1983 – 48 of the Mauritius Civil Code.**

## FIRE INSURANCE

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### 5. SPECIAL PERILS attaching to and forming part of this policy

The SPECIAL PERILS as numbered in the Schedule of this policy are deemed to apply to this Policy.

All the other SPECIAL PERILS are deemed to be deleted.

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Notwithstanding anything in the within Policy contained to the contrary this Policy shall, subject to any Special Conditions herein, extend to include destruction of or damage to the property insured directly caused by:-

#### 5.1 AIRCRAFT

Aircraft and other aerial devices or articles dropped therefrom **excluding destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.**

#### 5.2 EXPLOSION

(a) Destruction of or damage to the property insured (whether by fire or otherwise) directly caused by EXPLOSION.

**OR**

(b) Destruction of or damage to the property insured (whether by fire or otherwise) directly caused by EXPLOSION but **excluding**

(i) **destruction or damage (other than destruction or damage by fire resulting from EXPLOSION) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured,**

(ii) **destruction of or damage to vessels, machinery or apparatus or their contents resulting from the explosion thereof.**

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### 5.3 RIOTS STRIKES AND MALICIOUS DAMAGE

For the purpose of this extension:-

- (a) "Riot and Strike Damage" shall mean loss of or damage to the property insured directly caused by:-
- (i) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or
  - (ii) Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
  - (iii) Any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (ii) above or minimising the consequences thereof.

**But loss or damage caused by any such act as is referred to in (ii) above, shall not (unless such act is committed in the course of a disturbance of the public peace) include any loss or damage by fire howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.**

- (b) "Malicious Damage" shall mean loss of or damage to the property insured directly caused by any malicious act of any person whether or not such act is committed in the course of a disturbance of the public peace, **but shall not include any loss or damage by fire howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking, theft or caused by any person taking part therein.**

**This extension does NOT cover:**

- (a) **Loss or damage resulting from total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation**



## FIRE INSURANCE

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- (b) **Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same**
- (c) **Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever**
- (d) **Loss or damage, if the disturbance of the public peace, strike, lock-out, act of lawfully constituted Authority or malicious act, in the course of or arising out of which such loss or damage arises, constitutes or is a part of or occurs or is committed whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular rising, military or usurped power, or any activity of any organization the objects of which are or include the overthrowing or influencing of any de jure or de facto Government by terrorism or by any violent means.**

### 5.4 EARTHQUAKE

Earthquake Shock, Volcanic Eruption and Tidal Wave, including Fire directly caused by Earthquake, Subterranean Fire.

**MEMORANDUM – for the purposes of this extension “Tidal Wave” shall mean sea wave caused by duly recorded seismic disturbance.**

**It is hereby agreed that all loss of or damage to property occurring during any one period of forty-eight consecutive hours during the currency hereof, directly caused by earthquake shock, shall be deemed to have been caused by a single earthquake and therefore to constitute one loss for the purposes of this Policy. The Insured shall select the time from which any such period shall commence, but no two such selected periods shall overlap.**

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### 5.5 CYCLONE

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

**The Insurance by this extension does NOT cover:**

- (a) Rainwater damage unless such loss or damage is directly consequent upon the premises being so damaged by Cyclone, Hurricane, Storm or Tempest as to admit rainwater to the interior of the premises.**
- (b) Loss or damage due to Rust, Oxidation, Humidity unless such loss is directly attributable to actual physical and visible contact of the insured property with water admitted into the premises as a result of damage caused to the premises by Cyclone, Hurricane, Storm or Tempest.**

**Provided always that there shall be no liability for loss or damage to that part of any insured property, which has not been in direct contact with water.**

- (c) Loss or damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather.**
- (d) Loss or damage to Exterior Signs, Exterior Aerials, Conservatories, Glass Houses, Greenhouses, Pergolas, Canopies, Gates, Fences or Walls other than walls forming part of the structure of the building, Roads, Water Reservoirs, Exterior Lighting, Solar Water Heaters, Guttering and Downpipes.**
- (e) Loss or damage to exterior paintwork, waterproofing treatment unless the building insured is so damaged by the perils insured as to require repair or replacement.**
- (f) Loss or damage to property in the open or in open premises or verandas or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded).**

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- (g) **Loss or damage to buildings or structures under construction, reconstruction, repair, renovation, demolition, installation, erection or assembly.**
- (h) **Loss or damage to any Stock and/or Machinery stored below ground level.**

### **5.5.1 SPECIAL CONDITIONS APPLYING IN RESPECT OF CYCLONE COVER:**

- (a) **All stocks should be kept on pallets at least 15cms above floor level unless technically not feasible.**
- (b) **All thatch roofs shall be subject to the following depreciation scale:**

<b>PERIOD SINCE NEW</b>	<b>INDEMNITY (Percentage of New Replacement Value)</b>
<b>Up to 2 years</b>	<b>100%</b>
<b>Over 2 years to 4 years</b>	<b>80%</b>
<b>Over 4 years to 6 years</b>	<b>60%</b>
<b>Over 6 years to 8 years</b>	<b>40%</b>
<b>Over 8 years to 10 years</b>	<b>20%</b>
<b>Over 10 years</b>	<b>Nil</b>

### **5.6 FLOOD**

Flood shall mean:

- (a) (i) The overflowing or deviation from their normal channels of either natural or artificial water courses and
- (ii) Any flow or accumulation of Water on the ground except when such flow or accumulation be of Water emitted from any water supply main tap, valve or the like save as referred to in (c) hereof.

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- (b) Overflowing of guttering and downpipes, **except if caused by, or attributable to**
  - (i) a cyclone;
  - (ii) any obstruction or other defect due to faulty construction and/or installation and/or lack of proper care and maintenance.
- (c) Bursting or overflowing of Municipal or other public water supply.

**The insurance by this Extension does NOT cover:-**

- (a) Loss or damage to property in the open or in transit (other than property designed to exist or operate in the open unless otherwise specifically excluded).
- (b) Loss or damage to Gates, Fences, Walls or Roads.
- (c) Loss or damage to any Stock and/or Machinery stored below ground level.

**5.6.1 SPECIAL CONDITION APPLYING IN RESPECT OF FLOOD COVER:**

**All Stocks should be kept on pallets at least 15 cms above floor level unless technically not feasible.**

**5.7 BURSTING or overflowing of Water Tanks, Apparatus or Pipes**

**The insurance by this extension does NOT cover:-**

- (a) Loss or damage occurring whilst the premises are vacant.
- (b) Property stored less than 30 centimetres from the floor in basement
- (c) loss or damage to property in the open or in transit (other than building structures and plant designed to exist or operate in the open).

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### 5.8 IMPACT

**Impact by any land vehicles, horses or cattle.**

### 5.9 BURGLARY

Burglary, which shall mean:

Loss of or Damage to the property insured caused by BURGLARY or HOUSEBREAKING occasioned by or following upon ACTUAL FORCIBLE and VIOLENT entry of the Premises or any damage to the building for which the Insured is liable and which shall be due to such BURGLARY or HOUSEBREAKING as aforesaid or to any attempt thereat.

**Notwithstanding Condition 4(a) of this Policy, the Insured in case of Loss or Damage, shall, as a condition precedent to his right to be indemnified in respect thereof, give immediate notice of any claim (i) to the Company and (ii) to the Police Authority and provide to the Company such information and evidence as to the property lost or damaged and the circumstances of the Loss or Damage as the Company may reasonably require and as may be in the Insured's power to give.**

### EXCLUDING

- (1) Loss or Damage during the progress of or following upon Earthquake, War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Riots, Strikes or Civil Commotion or from Loot or Pillage in connection therewith**
- (2) Loss or Damage by breakage of Glass or Plate Glass fronts except when such Loss or Damage is due to such BURGLARY or HOUSEBREAKING as aforesaid or to any attempt thereat**
- (3) Loss or Damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps, stamp collections, medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, documents of title to property, contracts or other documents or business books unless the same be specifically insured hereunder.**

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### 5.10 GROUND HEAVE, SUBSIDENCE, COLLAPSE OR LANDSLIP

This insurance is extended to cover Loss or damage directly caused by:

GROUND HEAVE, SUBSIDENCE, COLLAPSE OR LANDSLIP of the site upon which the premises stand, **excluding:**

- (a) **loss destruction or damage due to or arising from any work of demolition, building or rebuilding, or reconstruction of the insured premises, or any adjacent or contiguous premises or installation, or from loading being placed upon the buildings**
- (b) **destruction or damage resulting from or attributable to any subsidence which occurred prior to the commencement of this insurance**
- (c) **loss or damage due to any coastal erosion**
- (d) **any claim for which compensation has been provided under any contract or legislation**
- (e) **consequential loss of any kind or description (except where otherwise stated)**

## FIRE INSURANCE

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### 6. SPECIAL CONDITIONS

applying to the SPECIAL PERILS covered by this Policy

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- 6.1 (a)** Each item of this Policy which is subject to any condition or conditions of Average is subject to the same condition or conditions under this extension in like manner. The liability of the Company under this extension in respect of each other item of the Policy shall be limited to the proportion which the sum insured thereunder shall bear to the total insurances effected by or on behalf of the Insured on the same property against ordinary fire loss or damage (i.e. destruction or damage as originally covered by the Policy).
- (b)** The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.
- 6.2** For the purpose of this insurance pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds shall not be deemed explosion.
- 6.3** This insurance does NOT cover:
- (a)** **DESTRUCTION OR DAMAGE DIRECTLY OR INDIRECTLY OCCASIONED BY OR HAPPENING THROUGH OR IN CONSEQUENCE OF :-**
- (i)** **WAR, INVASION, ACT OF FOREIGN ENEMY, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR.**
- (ii)** **PERMANENT OR TEMPORARY DISPOSSESSION RESULTING FROM CONFISCATION, COMMANDEERING OR REQUISITION BY ANY LAWFULLY CONSTITUTED AUTHORITY.**

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**(iii) 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.**

**NOR, IF PERIL NUMBER 5.3 IS NOT APPLICABLE, BY RIOTS AND STRIKES.**

**(b) LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY WHATSOEVER OR ANY LOSS OR EXPENSE WHATSOEVER RESULTING OR ARISING THEREFROM DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM:**

**(i) IONISING RADIATIONS OR CONTAMINATION BY RADIOACTIVITY FROM ANY 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;**

**(c) CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND OR DESCRIPTION.**

**6.4 On the happening of any loss, destruction or damage from Peril 5.3, full details of such loss, destruction or damage shall be furnished to the Company within five days.**

**6.5 In so far as this insurance relates to destruction or damage (other than by fire or explosion) directly caused by malicious persons, it is a condition precedent to any claim that notice of the destruction or damage shall have been given by the Insured to the Police Authority within a period of five days.**

**6.6 The Insured shall maintain the premises and the water tanks, apparatus and pipes therein in good repair where Perils 5.5, 5.6, 5.7 apply, and shall take all reasonable steps for the minimisation of damage by the perils insured against.**

**6.7 The Insured shall, at the request and the expense of the Company, take all steps that may be necessary to protect the interests of the Company.**



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### 7. COMPLAINTS PROCEDURE

#### WHAT TO DO IN THE EVENT OF A COMPLAINT

- \* **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  
Swan General Ltd  
Swan Centre  
10 Intendance Street  
Port Louis  
Tel: 207 3500  
Email: [complaints@swanforlife.com](mailto:complaints@swanforlife.com)**

- \* **STEP 3**  
If you remain unhappy with the outcome, you may write to The Financial Services Commission.

**Note:** The Financial Services Commission will only entertain complaints to the extent that you have given us the opportunity to resolve the matter directly.

#### WHAT WILL HAPPEN IF YOU COMPLAIN

- \* Your complaint will be acknowledged within 3 working days of receipt.
- \* Once an assessment and full investigation of your query/claim has been made, we will respond with a decision, normally within a period not exceeding 30 days from when you first made your complaint.
- \* Our final response letter shall indicate, where possible, the reasons and circumstances that have been taken into consideration to reach our decision.
- \* If you make a complaint, it will not affect your right to take legal action against us.

**Note:** Our Company will address your complaints free of charge.