
PRIVATE CAR POLICY



Jubilee Insurance (Mauritius) Limited

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General Underwriting Department
Business Registration No. C08017369

This policy is governed by "Livre III Titre Douzieme Chapitre 3eme of the Civil Code Napoleon (MTIUS)" except to the extent the Articles mentioned in Article 1983-12 are varied by Terms and Conditions therein.

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Jubilee Insurance (Mauritius) Limited (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such Insurance.

Authorized Officer

Date

THE COMPANY AGREES that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SECTION 1 – INSURANCE ON THE MOTOR VEHICLE Loss or Damage

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon. At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

Hire Purchase Agreement or Mortgage

2. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or the mortgagee described in the bill of sale whose receipt shall be full and final discharge to the Company in respect of such loss or damage.

Protection and Removal after accident

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

Authority to Repair

4. The Insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
 - a) the estimated cost of such repair does not exceed the Authorized Repair Limit.
 - b) a detailed estimate of the cost is forwarded to the Company without delay.

EXCEPTIONS TO SECTION I

The company shall not be liable to pay for:

- a) consequential loss.
- b) depreciation wear and tear mechanical or electrical breakdown, failures or breakages.
- c) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.

SECTION II – LIABILITY TO THIRD PARTIES Indemnity to the Insured

1. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured against sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - a) death of or bodily injury to any person
 - b) damage to property

where such death or injury or damage arises out of an Accident caused by or in connection with the Motor Vehicle or the loading of the Motor Vehicle.

Indemnity to other persons

2. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorized Driver or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Vehicle against all sums including claimant's costs and expenses which such Authorized Driver or person shall become legally liable to pay in respect of
 - a) death of or bodily injury to any person
 - b) damage to property

where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

Indemnity to Legal Representatives

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations, which applied to such person.

Application of Limits of Liability

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

Representation and Defense

5. The Company may at its own option
 - a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section.
 - b) undertake the defense of proceedings in any court of law in respect of any act of alleged offence causing or relating to any event, which may be the subject of indemnity under this Section.

Expenses

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

JURISDICTION CLAUSE

The indemnity under Section 11 shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Mauritius.

EXCEPTIONS TO SECTION II

The Company shall not be liable

- a) under sub-sections 2 or 3 to indemnify any person
 - i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply.
 - ii) if such person is entitled to indemnity under any other Policy.
- b) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- c) In respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- d) In respect of damage to property belonging to or held in trust by or in the custody or control of
 - i) the Insured or
 - ii) any person claiming to be indemnified under sub-section 2 or
 - iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 2.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

If the Company is obliged by the law of any country within the Geographical Area to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

SECTION III – MEDICAL EXPENSES

The Company will subject to the Limits of Liability pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the Insured or Authorised Driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

SECTION IV – MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER

Notwithstanding General Exception 1(b) the indemnity provided by this Policy shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

Insurance Provided:

1. Where the Insurance Provided is "Comprehensive" all Sections of this Policy are operative.
2. Where the Insurance Provided is "Third Party Fire and Theft" Section III of this Policy is cancelled and Section I operates only in respect of loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
3. Where the Insurance provided is "Third Party" Section I of this Policy is cancelled.

LIMITATIONS AS TO USE

The following applies only if the number set against them appears in the relevant place in the Schedule:

PC 1 a) "Use only for social, domestic and pleasure purposes".

The Policy does not cover use for racing, competitions, rallies or trials (or use for practice for any of them) or use for hire or reward, commercial traveling, the carriage of goods in connection with any trade or business or use for any purpose in connection with the Motor Trade.

PC 1 b) "Use only for social, domestic and pleasure purposes and by the Insured in person in connection with his business or profession".

The Policy does not cover use for racing, competitions, rallies or trials (or use for practice for any of them) or use for hire or reward, commercial traveling, the carriage of goods in connection with any trade or business or use for any purpose in connection with the Motor Trade.

PC 1 c) "Use only for social, domestic and pleasure purposes and for the purpose of the Insured's business including the carriage of goods in connection with such business but excluding house-to-house retail distribution".

The Policy does not cover use for racing, competitions, rallies or trials (or use for practice for any of them) or use for hiring, commercial traveling, or use for any purpose in connection with the Motor Trade.

PC 2 b) "Use only for social, domestic and pleasure purposes and for the insured's business".

The Policy does not cover use for racing, competitions, rallies or trials (or use for practice for any of them) or the carriage of passengers for hire or reward.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident, loss, damage or liability caused, sustained or incurred
 - a) outside the Geographical Area.
 - b) whilst on the Insured's order or with his

permission or to his knowledge any motor vehicle in respect of which indemnity is provided by this Policy is

- i) being used otherwise than in accordance with the Limitation as to Use.
- ii) being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person.

2. any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

a) Any of the following occurrences, namely:

- i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike.
- ii) Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
- iii) Mutiny, civil commotion, military rising, 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.
- iv) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i), (ii), and (iii) above.
- v) Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense. For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action suit or other proceedings where the Company alleges that by reason of this definition a loss, damage or expense is not covered by the Policy, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

- b) Strike, riot, civil commotion
- c) Detention, seizure, confiscation or any attempt thereat

or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

- 3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 4. a) any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel for the purposes of this exception combustion shall include any self- sustaining process of nuclear fission.
- 5. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

CONDITIONS

Interpretation

- 1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Insured's Duty

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

Written Notice

- 3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

Care of Motor Vehicle

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

Notification of Accidents

5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal Enquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

Claims Procedure

6. No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

Payment of Limits of Liability

7. At any time after the happening of any event giving rise to a claim or series of claims under Section II – 1(b) and Section II – 2(b) of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II 1(b) and Section II – 2(b) and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.

Other Insurance

8. If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage, or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception (a) (ii) to Section II of this Policy.

Cancellation

9. The present contract may be cancelled before its normal expiry date in the following cases, inter alia,
 - i) 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.
 - ii) For non payment of premium (Articles 1983-21 to 24 of the Mauritius Civil Code).
 - iii) In the event of aggravation of risk (Articles 1983-25 of the Mauritius Civil Code).
 - iv) In case of withholding of facts or intentional false declaration by the Insured (Articles 1983-30 of the Mauritius Civil Code).
 - v) In the events set out in Articles 1983-35 of the Mauritius Civil Code).
 - vi) 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.
 - vii) In the event of the Company refusing to reduce the premium in circumstances provided for in Articles 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.

Arbitration

10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

ENDORSEMENTS

(THESE ENDORSEMENTS APPLY ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE)

1. Compulsory Excess Clause

i) Excess – All Claims Clause

It is hereby understood and agreed that notwithstanding anything to the contrary contained in "Section I" of this Policy the Insured in respect of each and every claim amount payable shall be responsible for the first "As shown in the schedule" (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payment in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Conditions 5 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one Motor Vehicle in respect of or in connection with which indemnity is granted under this Policy.

ii) Excess – Theft Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every amount of claim payable resulting from Burglary housebreaking or theft shall be responsible for the first "As shown in the schedule" of the Insured's estimate of the value stated in the schedule whichever is the greater.

It is further understood and agreed that this amount is additional to any other amount for which the Insured may be responsible under the Terms of this Policy.

2. Young and/or inexperienced drivers

The Company shall not be liable under Sections 1 and 2 of this Policy for the first "As shown in the schedule" of any amount otherwise payable in respect of loss or damage to the Motor Vehicle (other than by Fire, external explosion, self ignition or lightning or burglary housebreaking or theft) occurring whilst the Motor Vehicle is being driven by or is for the purpose of being driven by him in charge of any person who: -

- a) is under twenty five years of age or,
 - b) has not held for a period of three years a license other than a provisional licence to drive a vehicle of the same class as the Motor Vehicle.
- The aforesaid amount shall be payable in addition to any other amount which the Insured may be responsible within the terms of the Policy.

3. Market Value

Your attention is drawn to the importance of checking

that the market value of each vehicle shown on your Policy is covered by the amount shown on the renewal notice/Renewal Certificate as in the event of under insurance difficulties may be experienced in the settlement of claims. At the same time it should be remembered that in the event of total loss you will only be entitled to recover pre-accident market value so that over-insurance means paying more premium than necessary.

You should therefore, in your own interest obtain from a reliable source each year wherein your Policy becomes due for renewal, an estimate of the market value of your car including accessories, and notify us accordingly.

4. Average Clause

It is hereby understood and agreed that the Insured's estimate of value of the vehicle including accessories and spare parts stated in the Policy shall be the basis of the amount of indemnity described in Section I. If at the time of an occurrence giving rise to a claim under Section I of this Policy the estimated market value of the vehicle is greater than the Insured's estimate of value of the vehicle including accessories and spare parts stated in the Policy then the Insured shall be considered as being his own Insurer for the difference and Company's liability shall be limited to such rateable proportion of the total expenditure under the said Section I of the Policy as the Insured's estimated market value at the time of the occurrence.

5. Intoxicating Drinks & Drugs Clause

It is hereby understood and agreed that the Company shall not indemnify the Insured or any other person in respect of any loss occurring whilst the Insured or his authorised driver is certified by a competent authority to have been under the influence of a drink or a drug to such an extent as to have rendered him incapable of having proper control of the vehicle at the time of an accident collision or other occurrence giving rise to such a loss.

6. Replacement Parts Clause

It is hereby understood and agreed notwithstanding anything to the contrary contained in this Policy that in the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option under Section 1-2 to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- a) i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Vehicle is held for repair;
- or
- ii) if no such catalogue or price list exists the price list obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair;
- and
- b) the reasonable cost of fitting such part.

7. Excluding Driving Other Cars Clause

It is hereby understood and agreed that Sub-Section 2(b) of Section II of this Policy is deemed to be cancelled.

8. Third Party Only

It is hereby understood and agreed that Section 1 of this Policy is deemed to be cancelled.

9. Third Party, Fire & Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary housekeeping or theft.

It is further understood and agreed that Section III of this Policy is deemed to be cancelled subject to the terms of this Policy.

10. Windscreen and Window Glass

In consideration of the payment of an additional premium it is hereby understood and agreed that any claim for the cost of reinstating any windscreen or window glass forming part of the motor vehicle, as a result of breakage will be made within the terms of the Policy without deduction of any amount for which the Insured is responsible in the terms of any Excess endorsement attaching to the Policy. Any payment under this endorsement shall not constitute a claim within the meaning of the No-claim Discount provisions of the Policy. The maximum indemnity provided by this extension is limited to "As shown in the schedule" and in the event of a claim arising under this endorsement notwithstanding that the payment may be less than the indemnity provided by the extension, cover under the extension shall be forfeited and may be reinstated at the discretion of the Company and the payment of an additional premium of not less than the amount originally charged.

Provided that this endorsement shall not apply to the breakage of glass arising from an occurrence in which other damage is sustained by the Motor vehicle.

11. Strike, Riot and Civil Commotion Endorsement

It is hereby understood and agreed that Cover provided by this Policy extends to include loss damage or liability directly caused by:

- 1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- 2) The wilful act of any striker or locked out worker done in furtherance of strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

12. Anti Theft Devices

Notwithstanding anything contained herein to the contrary, it is hereby declared and understood that with effect from the inception, theft cover shall not be operative hereunder in respect of the vehicle(s) insured on Comprehensive or Third Party, Fire and Theft basis unless it/they is/are fitted with an approved anti-theft device(s) and that the device (s) is/are activated at all times the vehicle(s) is/are left unattended.

IMPORTANT NOTICE

In the event of an accident in NO circumstances admit liability in any way whatever to any Third Party Claimant or Witness or any one acting on behalf of a possible Claimant, but obtain full particulars including names and addresses of all witnesses and forward this information at once to the Company.

Please notify any change of address and in the event of the sale of the vehicle or Cancellation of the Policy, Insurance Certificates in respect of the vehicle(s) affected MUST be returned to the Company immediately.

THIS POLICY SHOULD BE READ AND ITS TERMS NOTED

Immediate notice of any accident or loss covered by this Policy must be given to the Company's nearest Agent or the Branch Office or the Head Office.