

The Private Motor Car Insurance Policy, governed by the Mauritius Civil Code, details the coverage, exclusions, and obligations of the insured. It provides indemnity for loss or damage to the insured motor vehicle due to accidental collision, fire, theft, malicious acts, and while in transit, among other causes. The insurer may opt to pay cash for the loss or repair the vehicle at a garage of its choice, with specific conditions for new and reconditioned vehicles. The maximum payable amount is the lesser of the insured value or the market value at the time of loss, assessed by a registered Motor Surveyor. Towing assistance is covered up to 20% of repair costs, but prior consent is required for expenses incurred without the insurer's approval. If the insured vehicle is exempt from customs duties, these will be deducted from any total loss indemnity. The policy includes an excess for claims, with additional amounts applicable for young drivers and repairs at dealership garages for older or reconditioned vehicles.

Exclusions under Section I include consequential losses, damage to tyres unless the vehicle is also damaged, and losses due to poor maintenance or road conditions. Section II addresses liability to third parties, providing indemnity for bodily injury and property damage caused by the insured vehicle, with specific limits of liability set at Rs 500,000,000 for bodily injury and Rs 50,000,000 for property damage. The policy also indemnifies authorized drivers under certain conditions and covers legal expenses incurred with the insurer's consent. Section III offers benefits for bodily injury to the insured, driver, or occupants of the vehicle, with specified sums for death, loss of sight, and medical expenses, subject to certain limitations and exclusions. General exceptions include coverage limitations for accidents occurring outside territorial limits, use of the vehicle contrary to policy terms, and damages caused by natural disasters, racing, or war-related events. The insured must repay the insurer for any amounts paid that would not have been covered under the Road Traffic Ordinance.

The policy outlines specific exclusions, including liability for loss or damage resulting from radioactive contamination, legal liability arising from ionizing radiation, and claims related to

asbestos. It also excludes conditions linked to the Human T-Cell Lymphotropic Virus type III (HTLV III) or Acquired Immune Deficiency Syndrome (AIDS). A general exclusion applies to losses or damages caused by computer failures, including data processing issues, program errors, or computer viruses, although certain perils like fire and natural disasters may still be covered if they do not fall under the general exclusion. The policy explicitly excludes nuclear energy risks, detailing that it does not cover any property associated with nuclear power stations or the production and storage of nuclear materials. Additionally, losses related to war, civil war, and terrorism are excluded, with "Terrorist Activity" defined broadly to include acts intended to promote political or ideological causes through violence or intimidation.

The insured must adhere to all policy terms, and any misrepresentation or withholding of information can nullify the policy, allowing the insurer to retain premiums and potentially claim additional amounts. The insured is required to notify the insurer of any changes that may increase risk, and failure to do so may lead to policy cancellation or increased premiums. In the event of a claim, the insured must promptly inform the police and the insurer, provide detailed particulars within specified timeframes, and obtain prior authorization for repairs. The insurer retains the right to manage claims and recover costs from third parties if the insured receives compensation for the same loss. The policy stipulates that any other insurance covering the same risk must be disclosed, and the insurer's liability will be limited to its proportionate share of any claim. If the insured vehicle is sold, coverage continues for two days, after which it may be canceled unless reinstated. The contract duration is defined, with provisions for termination by either party with notice. Cancellation can occur under various circumstances, including non-payment of premiums or misrepresentation. Disputes are to be resolved in Mauritius, and the policy is governed by Mauritian law, ensuring indemnity aligns with local legal practices.