



POLICY

PERSONAL ACCIDENT

This Policy is governed by “Livres 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.

GENERAL DEFINITIONS

1. **The Company**
The Mauritius Union Assurance Cy. Limited
2. **The Certificate**
The Certificate of Insurance delivered to the Insured by the Company in connection with this Policy.
3. **The Special Conditions**
The Special Conditions (if any) which are indicated in the Summary attached to the Certificate.
4. **The Period Of Insurance**
The Period stated in the Certificate.
5. **The Excess**
The First amount of each and every loss that must be borne by the Insured.
6. **Insured Persons**
All persons insured under the Certificate.
7. **Bodily Injury**
Injury which is not expected or designed caused solely by violent accidental external and visible means which injury shall independently of any other cause be the sole cause of any Consequences under the Certificate.

JURISDICTION

This Policy shall be governed by the Laws of Mauritius whose Courts shall have exclusive and final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of this insurance, the liability of the Company to indemnify the Insured in such event shall be limited to judgements delivered or obtained by a Court of competent jurisdiction within Mauritius.

GENERAL EXCEPTIONS

This Policy does not cover

1. Any accident injury or surgery caused by or arising from or contributed to by any of the following occurrences namely
 - 1.1 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:
 - 1.1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.2 the Insured Persons participating in riot strikes lock outs labour disturbances.

- 1.3 any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immunodeficiency Syndrome or condition of a similar kind howsoever it may be named.
2. 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 to the loss:
 - 2.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - 2.2 Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 2.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, conspiracy, 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;
 - 2.4 Terrorist Activity as defined herein
 - A. 'Terrorist Activity' shall mean any deliberate, unlawful act that:
 1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 2. includes, involves, or is associated with and not limited to the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
 3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping
 - (c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
 - (d) the use of radioactive or nuclear agent, material, device or weapon;
 - (e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;
 - (f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (g) the injuring or assassination of any elected or appointed government official or any government employee;
 - (h) the seizure, blockage, interference with, disruption of, or damage to any government buildings,

institutions, functions, events, tangible or intangible property or other assets; or

- (i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

B. Any of the activities listed in Section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the 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 clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3) and/or (4) above.

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

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

World-wide

This Policy shall not cover Nuclear Energy Risks which shall mean all first and/or third party insurances (other than Workmen's Compensation and Employer's Liability) in respect of:

I. All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:

- a) the generation of nuclear energy or
- b) the production, use or storage of nuclear material.

III. Any other Property eligible for insurance by any Nuclear Insurance Pool and/or Association

IV. The supply of goods and services to any of the sites, described in I. to III. above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in I. to III. above (including contractors' plant and equipment).

- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:

- (a) Nuclear Material;
- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations – as from fuel loading or first criticality where so agreed with any local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance for the under-noted perils:

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

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

Additional Nuclear Exclusions

This insurance 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 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.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly 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.

Definitions:

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

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

“Nuclear Installation” means:

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

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

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

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

“High Radioactivity Zone or Area” means:

- (i) for Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

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

“Nuclear material” as defined 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 number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear waste” as defined above.

“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.

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not provide cover and 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 trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
4. This Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and any other coverage grants

All other terms, conditions & exclusions of the Policy remain the same.

CYBER AND DATA LIMITED EXCLUSION (LIABILITY & PERSONAL ACCIDENT)

1. This Policy does not apply to any actual or alleged loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident;
 - 1.2 Data Breach; or
 - 1.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any Electronic Data, including any amount pertaining to the value of such Electronic Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 3 or 4.

2. For the avoidance of doubt, this Policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a Data Breach.

3. Clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- 3.1 any Bodily Injury, including mental injury, mental anguish or mental disease resulting directly from actual bodily injury; or
- 3.2 any Property Damage arising from physical injury to tangible property (Electronic Data is not tangible property) resulting from or arising out of a Cyber Incident or a Cyber Act.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

4. Clause 1.2 of this Exclusion does not apply in respect of any actual or alleged liability for and/or arising out of:

- 4.1 any Bodily Injury, including mental injury, mental anguish or mental disease resulting directly from actual bodily injury; or
- 4.2 any Property Damage arising from physical injury to tangible property. Electronic Data is not tangible property.

Definitions

5. Bodily Injury means as defined in this Policy.
6. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

- 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Data Breach means:
- 9.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any Computer System; or
- 9.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of Electronic Data.
10. Electronic Data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
11. Property Damage means as defined in this Policy.

GENERAL CONDITIONS

1. PROPOSALS

The Proposals submitted by the Insured together with the declarations included in those Proposals shall be the basis of this Policy and are deemed to be incorporated herein.

2. INTERPRETATION

The Policy and Certificate shall be read together as one document. Any word or expression which is given a specific meaning in this Policy shall have that meaning wherever it may appear.

3. OBSERVANCE

The liability of the Company shall be conditional upon the Insured's observance of and shall be subject to the terms conditions provisions and endorsements of this Policy or of the Certificate.

4. 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 risks in such a manner that, 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.

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

In either case it shall be open to the Company:

either to cancel the contract;

or 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.

5. FULL DISCLOSURE

Any withholding of facts or intentional false declaration made in bad faith by the Insured shall entail, in accordance with Article

1983 - 30 of the Mauritius Civil Code, the nullity of the contract. when such withholding or false declaration alters the nature of the risk or makes it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case the Company shall retain the whole premium paid and shall be entitled to claim all premiums due and demandable.

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

A) if the fact is ascertained before the loss

either 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 fact is ascertained after the loss, to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

6. CLAIMS

(a) IN NO CASE WHATSOEVER shall the Company be liable for any accident injury or surgery after the expiry of TWELVE MONTHS from the happening of the accident injury or surgery unless the claim is subject to pending action or arbitration

(b) If surgical fees or medical expenses incurred by the Insured and covered by this Policy are recoverable from any other party, the indemnity under this Policy shall be reduced by such recoverable amounts.

(c) ALL CLAIMS ARE PAYABLE IN MAURITIUS IN LOCAL CURRENCY.

7. SUBROGATION

The Company shall be subrogated in the rights, actions and privileges of the Insured against all persons responsible for the loss who are in law liable to make good consequences of the loss in respect of all amounts paid under the present Policy Cover and relating to Medical or Surgical Expenses.

8. LEGAL REPRESENTATIVES

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

9. 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 names of the other insurer(s) and the sum(s) insured. In respect of Medical Expenses, 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.

10. 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 Certificate.

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 Certificate on the party so desiring giving 30 days notice in writing to that effect to the other party.

c) In cases where several risks or several properties are covered, 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.

d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above the Company shall:

- i) when such cancellation is made at the request of the Insured adjust the premium on the basis of the Company receiving or retaining the customary short term premium
- ii) when such cancellation is made by the Company, refund or retain the premium on a pro-rata basis.

11. 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 Article 1983-48 and 49 of the Civil Code.
- 2) For non payment of premium (Articles 1983 -21 to 24 of the Civil Code).
- 3) In the event of aggravation of risk (Article 1983 -25 of the Civil Code).
- 4) In case of withholding of facts or intentional false declaration by the Insured (Article 1983-30 of the Civil Code).
- 5) In the events set out in Article 1983 - 35 of the Civil Code.
- 6) In the event of bankruptcy of the Company or the Insured as provided for in Articles 1983-27and 28 of the CivilCode.
- 7) In the event of the Company refusing to reduce the premium in circumstances provided for in Article 1983 -29 of the 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 Civil Code, with "Avis de reception".

12. ASSIGNMENT

The Company shall not be affected by notice or any trust charge lien assignment or other dealing with this Policy and the receipt of the Insured or of his personal representatives for any compensation hereunder shall in all cases be an effectual discharge to the Company.

13. 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 in force.

SECTION H - PERSONAL ACCIDENT (SPECIFIED BENEFITS)

DEFINITIONS

1. CONSEQUENCES

1. Death
2. Permanent Disablement, i.e (a) Permanent Total Disablement or (b) Loss of Limbs
3. Temporary Total Disablement
4. Medical Expenses

2. PERMANENT TOTAL DISABLEMENT

Disablement (other than loss of limbs) causing the Insured Person to be permanently bed ridden and/or preventing him from ever engaging in or giving attention to profession or occupation of any kind.

3. LOSS OF LIMBS

Total and irrecoverable loss of or loss of use of limbs beyond remedy, as set out in the Scale of Compensation.

4. TEMPORARY TOTAL DISABLEMENT

Disablement from engaging in or giving attention to any portion of the Insured Person's ordinary occupation.

5. MEDICAL EXPENSES

Operation fees, cost of medicines surgical appliances hospital nursing home excluding travelling expenses.

6. INSURED SOURCES

The Insured Sources indicated in the Certificate.

7. EXCLUDED SOURCES

The Sources which are not shown as Insured Sources in the Certificate

SCALE OF COMPENSATION

The Scale applicable to Loss of or Loss of Use of Limbs shall be the following

	Percentage of Sum Insured	
1. ARM		
at shoulder	60	
between elbow and shoulder	50	
at elbow	47½	
between wrist and elbow	45	
2. HANDS & FINGERS		
hand : at wrist	42½	
thumb : both phalanges	25	
	One phalanx	10
any one finger : three phalanges	6	
	two phalanges	4
	one phalanx	2
3. LEG		
at hip	70	
between knee and hip	50	
below knee	35	
4. FOOT & TOES		
foot : at ankle	30	
great toe: both phalanges	5	
	one phalanx	2
any other toe: one or both phalanges	1	
5. EYES		
Both eyes	100	
One eye	30	
lens of eye	20	
6. EARS		
One ear	7	
both ears	12	
hearing of one ear	7	
hearing of both ears	50	

In the event of loss of or loss of use of limbs not mentioned above the percentage of indemnity shall be determined jointly by two qualified medical practitioners one to be appointed by the Insured and the other by the Company. If the two practitioners cannot agree they shall appoint a third practitioner whose decision shall be final.

GENERAL COVER

If any of the Insured Persons named or described in the Certificate shall within the Territorial Limits and during the Operative Time specified therein sustain Bodily Injury resulting from any of the Insured Sources and shall thereby suffer or sustain any of the Consequences. THE COMPANY WILL PAY THE INSURED the Sums Insured specified in the Certificate SUBJECT to the Excess(es) (if any) indicated in the Certificate

EXCLUSIONS

1. Wilful exposure to needless peril (except in an attempt to save human life).
2. Bodily injury resulting from or traceable to
 - (a) Physical defect or infirmity in existence prior to the accident
 - (b) Insured Person being under the influence of or being affected (temporarily or otherwise) by intoxicating liquor, drugs (unless administered under the orders of a hospital or a qualified medical practitioner) or insanity or venereal disease
 - (c) Football for or against professional clubs, polo, steeplechasing, mountaineering (with the use of ropes or guides), hunting outside Mauritius, all sports on ice or snow, board or roller skating, any form of wrestling or combat (save in case of self defence), all sports in the air, participating in speed or endurance tests or races of any kind (other than athletics and sailing within the Mauritian coral belt)
 - (d) Childbirth and pregnancy
 - (e) Air travel
 - (i) in single engined aircraft
 - (ii) in any unlicensed aircraft
 - (iii) in any aircraft flown by an unqualified pilot
 - (f) Accidental death or injury arising out of chemical and/or biological substances, if not used for peaceful means
3. Disablement due to mental or nervous suffering disorder or illness however caused.
4. Bodily injury sustained by any Insured Person over 65 years old.
5. All claims in respect of any of the insured Medical Expenses covered by any other policy or policies or any type of funds, except for any excess beyond the amount payable by such covers.

PROVISIONS

1. DEATH AND LOSS OF LIMBS

Payment in respect thereof is conditional upon the Death or Loss of Limbs occurring within 104 weeks after the date of the injury.

2. TEMPORARY TOTAL DISABLEMENT

Payment in respect thereof is limited to 104 weeks from the commencement of the Disablement and is only made after that period when the total amount payable is ascertained.

3. LOSS OF LIMBS

In case of multiple losses of limbs the aggregate percentage payable shall not exceed 100.

4. SEVERAL CONSEQUENCES

Compensation shall not be payable under more than one Consequence, except as regards Medical Expenses which may be paid in addition to any other Consequence.

5. CESSATION OF COMPANY'S LIABILITY

Upon payment of any claim in respect of Consequences 1,2 (a) or in respect of Consequence 2 (b) where the percentage of indemnity has exceeded 50%, all further liability of the Company shall forthwith cease but only as regards the Insured Person/s in respect of whom such payment have been made.

6. CHANGES IN RISK

The Insured shall give immediate notice in writing to the Company of any change in occupation or residence or of any disease physical defect or infirmity contracted or sustained by any of the Insured Persons during the period of insurance.

7. CLAIMS PROCEDURE

In the event of any Insured Person sustaining any injury in respect of which a claim is or may be made under this Section

- (a) written notice thereof shall be given to the Company through the intermediary of the Insured as soon as possible and in any event within three calendar months after the date of the injury. If the Insured Person shall die, notice of death shall be given immediately.
- (b) the Insured Person or their legal personal representatives shall at their expense furnish to the Company such documents information and evidence as the Company may from time to time reasonably require in the form and of the nature prescribed by the Company.

8. MEDICAL EXAMINATION

The Company shall be allowed at its own expense upon reasonable notice to the Insured to have from time to time a medical examination of any of the Insured Persons or in case of Death upon reasonable notice to have a postmortem examination of the body.

9. DUTY AFTER ACCIDENT

Immediately after an accident the Insured Person must follow the advice of a qualified Medical Practitioner.

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FOR MORE INFORMATION PLEASE VISIT



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