COMMERCIAL VEHICLE POLICY

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 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 – 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
   a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
   b) by fire external explosion self-ignition or lighting or burglary housebreaking or theft.
   c) by malicious act.
   d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator.

2. 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. The Insured’s estimate of value stated in the schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.

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.

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 1
The Company shall not be liable to pay for
   i) Consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
   ii) Damage caused by overloading or strain.
   iii) Damage caused by explosion of any boiler forming part of, attached to or on the Motor Vehicle.
   iv) Damage to tyres unless the Motor Vehicle is damaged at the same time.

SECTION II – LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all 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.

2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorized Driver who is driving the Motor Vehicle provided that such authorized driver:
   i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.
   ii) is not entitled to indemnity under any other Policy.

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 personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.

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

5. In the event of 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.

6. The Company may at its own option
   a) arrange for representation at any inquest or fatal injury 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 or alleged offence causing or relating to any event, which may be the subject of indemnity under this section.

EXCEPTIONS TO SECTION II
The Company shall not be liable in respect of:
   i) death 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.
ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.

iii) death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or getting on to or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.

iv) damage to property belonging to held in trust by or in the custody of or control of the Insured or a member of the Insured’s household or being conveyed by the Motor Vehicle.

v) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.

vi) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven.

vii) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle.

viii) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle.

ix) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Geographical Area.

x) costs and expenses of litigation recovered by any claimant from the Insured which the Company would not have been liable to pay but for the Legislation.

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 the motor vehicle is
      i) being used otherwise than in accordance with the Limitations as to Use.
      ii) being driven by or is for the purpose of being driven by him in charge of any person other than an Authorized Driver.

2. Any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) occasioned by or through or in consequence, directly or indirectly, of 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

SECTION III – TOWING DISABLED VEHICLES
This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms of Section II in respect of liability in connection with such towed vehicle provided that:

a) such towed vehicle is not towed for reward.

b) the Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY
Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or any other person to recover any amount under or by virtue of the Legislation BUT the Insured shall repay to the Company all sums paid by the Company that


3. 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 the Policy.

Notification of Accidents
4. In the event of any occurrences 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 shall have knowledge of any impending prosecution inquest or fatal inquiry 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
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

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

Cancellation
7. 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.

Other Insurance(s)

8. If at the time of 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 ratable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose to the Company any liability from which but for this Condition it would have been relieved under provision (ii) of Section II 2 of this Policy.

Arbitration

9. 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 to the Insured 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.

Insured’s Duty

10. The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statement and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided shall not apply to:

1. Compensation for damage in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Mauritius.

2. Costs and expenses of litigation recovered by any claimant from the insured, which are not incurred and recoverable in Mauritius.

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 event 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 Condition 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 I of this Policy the Insured in respect of each and every amount of claim payable under this Policy resulting from Burglary housebreaking or theft shall be responsible for the first (As shown in the schedule) % of the Insured’s estimate of value stated in the schedule whichever is the greater.

   It is further understood and agreed that this amount is in addition 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 & 2 of this Policy for the first (As shown in the schedule) of any amount otherwise payable in respect of 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 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
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 1 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 ratable 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 authorized 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;

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. THIRD PARTY ONLY
It is hereby understood and agreed that Section I of this Policy is deemed to be cancelled.

8. THIRD PARTY FIRE AND THEFT
It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy, the Company shall not be liable thereunder, except in respect of loss or damage by fire external explosion self-ignition or lighting or burglary housebreaking or theft.

9. 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 Non-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.

10. STRIKE, RIOT & 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 strike 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.

In the event of any claim hereunder the Insured 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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
Special Exclusion
This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of plundering, looting, war pillage in connection with civil commotion or any of the activities referred to above.

For the purpose of this exclusion, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike in order to bring about any social or economic change which is not politically motivated shall not be excluded.

11. 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 Company’s nearest Agent, or the Branch Office or the Head Office.