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 “the Company”) for the insurance hereinafter contained in respect of loss occurring during any Period of Insurance and has paid or agreed to pay the Premium as consideration for such insurance.
THE COMPANY AGREES that subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon the Company will indemnify the Insured against the loss by robbery or theft or any other cause not hereafter excepted of Money as specified in the Schedule.

The liability of the Company in respect of any one loss shall not exceed the Limit of Liability mentioned in the Schedule.

DEFINITION
Money shall be deemed to consist of bank notes, currency note, treasury notes, bank drafts, cheques, postal orders, money orders, Insurance and postage stamps and cash.

EXCEPTIONS
The Company shall not be liable under this Policy in respect of loss:

a) Any loss or damage 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 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) Occasioned by fraud or dishonesty of any employee, family or household member of the Insured.

c) Arising out of shortages due to clerical or accounting errors.

d) Arising outside the limits specified in the Policy.

e) Consequential loss of any kind.

CONDITIONS

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.

2. The Insured shall take all ordinary and reasonable precautions for the safety of the Money.

3. On the discovery of any occurrence, which may give rise to a claim under this Policy the Insured shall forthwith give notice thereof in writing to the Company stating the circumstances connected therewith and shall within seven days deliver to the Company a detailed statement of the loss. The Insured shall furnish evidence satisfactory to the Company to substantiate any claim including vouchers and other proofs of value and ownership and the Insured shall as far as reasonably practicable give corroborative evidence of the statements made in support of any claim.

4. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy coming to the knowledge of the Insured or of the Insured’s representatives for the time being the Insured or the representative shall:

   a) Give immediate notice thereof to the Police and as soon as possible notify the Company in writing stating the circumstances of the case and take all practicable steps to discover the guilty person or persons and to recover the Money lost.

   b) Within thirty days after such notice deliver to the Company a detailed statement in writing of the loss.

IN WITNESS WHEREOF the undersigned being duly authorized by the Directors of the Company has for and on behalf of the Company set his hand at Mauritius at ....................................... this ...................................... day of .......................................... 20 .................................
c) Furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the claim and the Company may if they deem necessary require corroborative evidence of the statements of the Insured or of any member of his family or a member of his household or his employees in support of any claim.

d) Allow the Company at any time at its own expense and without prejudice to any question between the Company and the Insured to take such steps as it deems fit for the recovery of any of the Money lost or stated to be lost and for this purpose the Insured shall as and when required give all information and assistance to the Company.

5. The Premium and Renewal Premiums are to be calculated on the amount of Money in transit during the Period of Insurance. The Insured shall keep an accurate record containing all particulars relating thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of the Period of Insurance supply the Company with a correct account of all Money in transit insured by this Policy during the Period of Insurance. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

6. If at the time any claim arises under this Policy there be any other insurance covering such loss or any part thereof the Company shall not be liable for more than its ratable proportion of any such claim.

7. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing contained herein shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

8. The Insured shall give notice to the Company of any material change in the subject matter of this insurance.

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.

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 by each of the parties in writing or in case of disagreement of an Umpire appointed by the Arbitrators in writing before entering upon the Reference. The cost of the Reference and of the Award is in the discretion of the Arbitrator/Arbitrators or Umpire making the Award whose Award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. 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.

11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SPECIAL CLAUSES
(Applicable only if shown in the Schedule)

1. KEYS CLAUSE
It is hereby declared and agreed that this Policy does not cover loss of Money from safes or strongroom following the use of keys to the said safes or strongrooms unless the said keys are obtained by violence or threat of violence.

It is condition of this Insurance that whenever premises are left unattended the keys to the said safes or strongrooms are removed from the premises by the Insured or some other responsible person nominated by him.

2. EXCLUDING THEFT FROM UNATTENDED VEHICLES
It is hereby understood and agreed that the insurance by this Policy does not cover “theft from unattended motor vehicles”.

3. EXCESS
It is hereby declared and agreed that the insurer shall not be liable for the first (as shown in the schedule) of each and every amount of claim payable 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 Judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Mauritius.
2. Costs and expenses and litigation recovered by any claimant from the Insured, which are not incurred in and recovered in Mauritius.

NOTICE
Notice of the happening of any loss covered under this Policy should be given immediately to the Company. Please read your Policy and its Conditions and, if incorrect return to the Company with your written advises regarding the necessary rectification.