



POLICY HANDBOOK

# TRAVEL INSURANCE

## HOW TO GET HELP

### IMPORTANT CONTACTS

- **Travel Insurance:** for any Information you may require about your travel insurance please call **+230 207 5500**, email **info@mua.mu** or log onto the **Client Portal – mua.mu/portal**.
- **Emergency Assistance:** for any emergency assistance you may require during your travels please contact **Europ Assistance** on **+27 11 991 8677** or **assist@europassistance.co.za**.

### MAKING A CLAIM

Please refer to **Section 5** below for more detailed information about travel insurance claims.

Different ways to submit your claim:

- **Client Portal:** you can register on the Client Portal to submit and track your claims online – **www.mua.mu/portal**
- Claims can also be submitted in MUA branches and accredited agents, via your salesperson, broker or intermediary.

### MAKING A COMPLAINT

MUA is committed to providing its customers with quality products and the highest standards of service. In case you feel you are not satisfied with one of our products or the service you have received, please follow these simple steps:

#### Step #1:

Kindly contact the department dealing with your query in order to find a possible solution.

#### Step #2:

If you are still not satisfied with the response obtained, make a written complaint to our Customer Care team, with as much detail as possible:

- the nature of complaint;
- summary of the main facts;
- dates of occurrence/(s);
- Insurance Policy No. (where applicable);
- name of Insured/policy holder;
- name of complainant;
- address & contact number;
- and other relevant details and supporting documents, where appropriate.

In accordance with the Ombudsperson for Financial Services Act 2018, please note that complaints should be sent by email to **complaints@mua.mu** or by post to the following address:

**Customer Care**  
**MUA**  
**4 Léoville L'Homme Street**  
**Port Louis**  
**Mauritius**

Complaints process:

- We will contact you by telephone upon receipt of your complaint to obtain any additional information required.
- As per the Ombudsperson for Financial Services Act 2018, we are under obligation to respond to your complaint in writing within a maximum of 10 calendar days, from the date it was filed.

**Step #3:**

Should you not be satisfied after receiving MUA's final response, you may refer your complaint to the Office of the Ombudsperson for Financial Services. The complaint must be made in writing and sent by email to [ombudspersonfs@myt.mu](mailto:ombudspersonfs@myt.mu) or by post to the following address:

**The Office of Ombudsperson for Financial Services**  
**8<sup>th</sup> Floor, SICOM Tower**  
**Wall Street**  
**Ebene**

You may refer to the following website for more information on the procedures established by the Ombudsperson for Financial Services Act 2018:

<https://www.bom.mu/about-bank/legislations/ombudsperson-financial-services-act-2018>

# 1 INTRODUCTION

## 1.1 OBJECT OF THIS POLICY

- 1.1.1 The purpose of this Policy is to define the different Benefits granted to the Insured and detailed in clause 3 “BENEFITS”.
- 1.1.2 This Policy is regulated by the “Book III, Title twelfth, Chapter third of the Code Civil Mauricien” named hereinafter “the Code” (in so far as it does not infringe the prescriptions of the Article 1983-12, as much as by the General Conditions below, the Subscription Form, the Specific Conditions and the Special Conventions annexed hereto).
- 1.1.3 The scope of this travel insurance is not the same scope as a health insurance –
- all Pre-existing Conditions shall not be entertained under this Travel Insurance.
  - Only Accidents and Illnesses for which the first manifestation occurs during the Travel Insurance Period shall be entertained.

## 1.2 TERRITORIAL SCOPE

The Benefits are applicable in the country mentioned in the Schedule of Benefits subject to any limitation stipulated throughout this Policy.

## 1.3 INSURANCE PERIOD

- 1.3.1 The Benefits of this Policy are granted to the Insured and/or Beneficiary for the time specified in the Schedule of Benefits.
- 1.3.2 The Benefits take their full effect at noon on the next day of the payment of the premium or earlier, on the date specified in the Schedule of Benefits.

# 2 DEFINITIONS

Accident	Any sudden, unforeseen and fortuitous Event, external to the Insured and independent from the Insured's will, constituting the cause of an injury preventing the Insured to vacate to the normal activities of daily life;
Acute Illness	Illness that is expected to react hastily to a Treatment after which the Insured returned to the same state of health he was in before suffering Illness;
Admission	The situation where an admission form is necessarily filled in by the Insured before being hospitalised;
Assistance Network	Europ Assistance South Africa 680 Joseph Lister Road, Constantia Kloof EXT 13 Florida 1709, South Africa +27(0) 119918677 <a href="mailto:Assist@europassistance.co.za">Assist@europassistance.co.za</a>  The network shall provide assistance to the Insured in case of any expenses and/or Treatment outside Mauritius and as specified in the Schedule of Benefits and the General Conditions;
Benefit	The health care items or services covered under this Policy as defined under clause 3 “BENEFITS” of this Policy;
Business Traveller	A Travel insurance scheme with an Insurance Period of 12 months renewable. It is understood that one Trip cannot exceed 30 consecutive days and the total number of days abroad cannot exceed 180 days for one Insurance Period.

Chronic Illness	an Illness that cannot be cured but only maintained under control by specific Treatment lasting more than three (3) months; a person suffering from a Chronic Illness shall be under long term medication;
Claim / Loss	Any Event, justifying the intervention of the Insurance Company and/or that of the Assistance Network;
Circumstances	Refers to a fact or condition connected with or relevant to an event or action;
Date of departure	Refers to the date mentioned in the Schedule of Benefits triggering coverage under this Policy;
Employee	An individual having a contract of employment with the Policyholder, and perceiving any remuneration for his contractual obligations with the company;
Event	An Illness, Accident or any other circumstances, justifying the intervention of the Insurance Company;
Excess	Part of the expenses that remain payable by the Insured;
Guarantee of Payment	The financial commitment from the Insurance Company that assures payment directly to the Hospital for any Benefit covered under this Policy;
Hospital	Any legally licensed medical institution (including clinics) in Mauritius and/or any other country;
Hospitalisation or "In Patient"	Admission in a Hospital rendered necessary due to the state of health of the Insured where Treatment cannot be administered without the Insured being hospitalised;
Illness	Any sudden and unpredictable impairment of the state of health of the Insured as established by a Medical Practitioner, which prevents the Insured to vacate to the normal activities of daily life;
Important Material Loss	Any material damage (Fire, theft, water damage, explosion, collapse) whose seriousness imperatively requires the presence of the Insured to take the necessary protective measures or in case the Insured presence would be required by the Police Authorities;
Indian Ocean	Comoros, Madagascar, Mayotte, Reunion Island, Rodrigues, Seychelles;
Insurance Company	The Mauritius Union Assurance Cy. Ltd. 4, Léoville L'homme Street, Port Louis, Île Maurice. Tél: +230 2075500 Email address : <a href="mailto:info@mua.mu">info@mua.mu</a>
Insurance Period	Length of the overseas Trip mentioned on the Policy, for which a premium, as specified in the present Insurance Agreement, was settled by the Insured to the Insurance Company. Such period must not in any case extend beyond the expiration date of the said Policy. For any clause of this policy, irrespective of the guarantee, with the exception of clause 3.6.5, the Policy starts on the Insured's date of departure from Mauritius, i.e. at the time boarding; and ends at the time of the return of the Insured to Mauritius, i.e. at the time of landing. Except for one-way ticket overseas Trip s which shall end at midnight on the expiry date of the Policy;
Insured	A person specifically designated on the Policy here attached and whose place of residence is located in Mauritius;
Limit	The maximum amount of money payable by the Insurance Company for a Benefit;
Luggage	Travelling bags, suitcases, clothing, valuable Items and personal belongings, other than Travel Documents, of the Insured for the purpose of his overseas Trip;
Mauritius	Île Maurice/Mauritius, as defined in the 'Interpretation and General Clauses Act';
Medical Authority or Medical Practitioner	Any person holding a degree in medicine and who is registered with The Medical Council of Mauritius or by relevant authority in the country where the latter exercises, who does not have any familial relationship whatsoever with the Insured or with one of the persons travelling with the latter;

Medical Team	Care structure adapted to each and every particular case and selected by the Medical Examiner of the Assistance Network and the general practitioner;
Next of Kin	The Insured's ascendants and descendants of the first degree of kinship or spouse (thereby including couples of the same gender and living together since a minimum of six months);
Permanent Total Disablement	Permanent disability (other than the Loss of a limb) leading the Insured to remain confined in bed, leading to the inability to have a paid activity in a permanent manner and/or preventing him, for life, to begin or continue his professional activities or any other function and/or work of any type;
Pharmaceutical Expenses	The expenses relating to medicines and/or medicinal drugs, prescribed by a Medical Practitioner;
Policy	The General Conditions along with the Schedule of Benefits;
Policyholder	Any person or any entity that owns an insurance policy by paying the premium and has the right to exercise all privileges under this Policy. For the purpose of this definition, a Policyholder may or may not be the Insured, or the sole or one of the beneficiaries of this Policy;
Pre-existing Condition	An Illness (including any signs and symptoms) and/or Accident that the Insured experiences and/or experienced, which arose prior to the coming into effect of this Policy;
Schedule of Benefits	The schedule specifying the amount of coverage for each Benefit, including specific terms and conditions applicable to the Insured. The Schedule of Benefit and the general conditions together forms this Policy;
Serious Bodily Injury	Injury or Illness whose nature risks to affect the Insured's life itself or to generate, in the short run, an important aggravation of his state if appropriate care is not quickly provided to him;
Surgeon	A Medical Practitioner qualified to practise surgery as per the registration with the Medical Council in Mauritius or with the relevant Medical Authority in the country where the latter exercises;
Surgery	One or a sequence of therapeutic interventions performed by bare hand or by the use of instruments executed by a Surgeon, necessarily involving an incision;
Temporary Total disablement	Disablement from engaging in or giving attention to any portion of the Insured Person ordinary occupation;
Travel Documents	All documents of the Insured for the purpose of his overseas Trip other than the passport;
Travel/ Trip	Holiday, business or pleasure Trip made by the Insured according to the destinations mentioned on the Policy, which begins and ends in Mauritius as per the Term of Insurance. It is declared that any Trip to and from Rodrigues Island is considered as a travel;
Treatment	Any medical expenses rendered necessary due to the state of health of the Insured, so as to cure an Illness;
Valuable Items (non-exhaustive list)	Refers to jewelry, objects made with precious metal, gem stones, pearls, watches, furs. All photographic, film, computer, telephone, mobile, recording sound or image reproduction equipment, and their respective accessories. Objects, whose value exceeds Rs 3,000.

## 3 BENEFITS

### 3.1 MEDICALISED TRANSPORT

#### 3.1.1 IN CASE OF ACCIDENT OR ILLNESS

3.1.1.1 In case of serious personal injury, resulting from an Accident or Illness, the Insurance Company, through the Assistance Network, shall facilitate the Admission of the Insured to the nearest Hospital from the place of Accident or Illness, and shall take the Insured back, for free, after recovery, by aeroplane to his place of residence in Mauritius.

#### 3.1.1.2 EXCLUSIONS SPECIFIC TO THE "MEDICALISED TRANSPORT" BENEFIT

The following expenses are not covered:

- a) Medical transports belonging or attached to rehabilitation centres, rest homes or hydro-therapeutic cure centres, any Illness or Accident having led the Insured's stay in such establishments;
- b) Any Illness or Accident having occurred prior to the date when the present Policy takes effect as well as those whose incidence is predictable because of the Insured's medical or surgical history;
- c) Complications occurring during pregnancy, resulting from the Insured's carelessness.
- d) Unjustified terminations of pregnancy due to the Insured's state of health;
- e) Consequences of congenital anomalies or psychic retardation;
- f) Medical or surgical affections that can be treated on the spot without risk on the premises given that transport itself can represent a major risk;
- g) Chronic Illnesses known by the Insured at the time of subscription of the present Policy.

#### 3.1.2 RESCUE ON SKI PISTE

3.1.2.1 The Insured is the victim of a ski Accident on opened &/or marked pistes.

3.1.2.2 The Assistance Network shall undertake all expenses incurred to bring the Insured down from the place of the Accident to the nearest first aid centre, up to a maximum limit of Euros 10, 000 per person and per Event.

3.1.2.3 In the Event that the rescue services cannot reach the Insured at the place of the Accident, the costs of a helicopter or any other transport means shall be undertaken.

3.1.2.4 All expenses related to the above mentioned Benefit shall be undertaken by the Assistance Network and limited to a maximum of Euros 10, 000 per person and per Event.

3.1.2.5 For the purpose of this Benefit, the Assistance Network shall have to be duly informed of this Event before the end of the stay of the Insured at the same ski station.

3.1.2.6 EXCLUSION SPECIFIC TO THE "RESCUE ON SKI PISTE" BENEFIT

- Competitions are excluded.

## **3.2 REPATRIATION OF MORTAL REMAINS**

- 3.2.1 The Insurance Company, through the Assistance Network, shall be responsible for all formalities to be carried out on the spot as well as any immediate payment of expenses attached thereto, including the transport of the body, to the place of funeral in Mauritius.
- 3.2.2 The Insurance Company shall also cover the payment of the post mortem Treatment, laying out and coffin, essential to the transport (excluding the funeral and burial expenses), up to a Limit (as per Schedule of Benefits).
- 3.2.3 The Insured shall refund to the Insurance Company the monetary value of the return ticket initially arranged for the return of the Insured, deceased, or its refund.
- 3.2.4 Notwithstanding anything contained to the contrary in the terms and conditions of this Policy, it is hereby declared and agreed that in the Event of death following any Pre-existing Conditions of the Insured, the Insurance Company through the Assistance Network, shall take responsibility for all formalities to be carried out on the spot as well as any immediate payment of expenses up to the Limit stated in the Schedule of Benefits, including the transportation of the body, to the disembarkment point in Mauritius. The Insurance Company shall also cover the payment of embalment expenses , the laying out expenses and the coffin expenses essential to the transportation of the mortal remains(excluding the funeral and burial expenses), up to the Limit stated in the Schedule of Benefits. Claimants shall pay back to the Insurance Company the monetary value of the return ticket initially arranged for the return of the Insured, deceased or its refund.

## **3.3 EMERGENCY RETURN OF THE INSURED**

- 3.3.1 The Insurance Company shall cover the payment of additional expenses for which the Insured is liable for his repatriation to Mauritius on an airliner in economic class, including formalities to be carried out on the spot, in case of sudden and unpredictable death of a Next of Kin and insofar as he cannot return to his place of residence in time for the funeral by the means of transport initially planned for his normal return.
- 3.3.2 The Insured shall pay back to the Insurance Company the monetary value of the ticket initially planned for his return to Mauritius, or its refund.

## **3.4 REPATRIATION OF THE OTHER INSURED PERSONS**

- 3.4.1 In case of repatriation of an Insured as mentioned in clause 3.1 (“**MEDICALISED TRANSPORT**”) or of transportation of a body as mentioned in clause 3.2 (“**REPATRIATION OF MORTAL REMAINS**”), expenses incurred for the repatriation of the Next of Kin travelling with the Insured are also paid for by the Insurance Company, up to the Limit stipulated in the Schedule of Benefits, in an airliner in economic class to their place of residence in Mauritius insofar as the Next of Kin cannot return to it by the means of transport initially planned for the normal return of the Next of Kin.
- 3.4.2 The Next of Kin shall pay back to the Insurance Company the monetary value of the ticket initially planned for his return to Mauritius, or its refund.
- 3.4.3 Notwithstanding anything contained to the contrary in the terms and conditions of this Policy, it is hereby declared and agreed that in the Event of death following any Pre-existing Conditions of the Insured, the Insurance Company through the Assistance Network, shall take the responsibility for all formalities to be carried out on the spot as well as any immediate payment of expenses up to the Limit stated in the Schedule of Benefits, including the transportation of the body, to the disembarkment point in Mauritius. The Insurance Company shall also cover the payment of the embalment expenses, the laying out expenses and the coffin expenses essential to the transportation of the mortal remains (excluding the funeral and burial expenses), up to the Limit stated in the Schedule of Benefits. Claimants shall pay back to the Insurance Company the monetary value of the return ticket initially arranged for the return of the Insured, deceased or its refund.



### **3.5 AIR TICKET OF ACCOMPANYING PERSON OF THE INSURED**

- 3.5.1 When the state of health of the Insured justifies a Hospitalisation for more than ten (10) days, the Assistance Network shall provide up to the Limit stipulated in the Schedule of Benefits, to the Next of Kin a return ticket from Mauritius, in economic class, in order to be by the side of the Insured.

### **3.6 CANCELLATION AND CURTAILMENT OF TRIP**

#### **3.6.1 BENEFITS**

In case of cancellation, the Insurance Company shall refund the irrecoverable expenses specified in this Policy as follows:

- a) If the modification or cancellation occurs within the thirty (30) days prior to the date of departure (maximum ten (10) days before the date of departure in case of Important Material Loss), the Insurance Company shall refund the Insured up to the Limit stated in the Schedule of Benefits.
- b) If the modification or cancellation occurs more than thirty (30) days before the date of departure, the Insurance Company shall refund the Insured up to a Limit of MUR 10,000 (per Insured).

#### **3.6.2 INDEMNIFICATION OF THE INSURED**

- 3.6.2.1 An Illness, Accident or death of the Insured, his spouse, partner, ascendants and descendants (up to a maximum of second degree) brothers, sisters, collaterals by marriage (up to a maximum of second degree) (up to a maximum of second degree) travelling companions named on the subscription form, associate, or any other person led to replace temporarily the Insured within the framework of his professional activities. It is hereby stipulated that the above-mentioned persons shall not be indemnified by any means if they do not hold the status of Insured.

- 3.6.2.2 The Insurance Company shall indemnify the Insured as a result of an Important Material Loss affecting the Insured on his properties or on his professional premises, and imperatively requiring his presence or should his presence be summoned by the police authorities.

- 3.6.2.3 The Benefit shall not take place in case of:

- a) Cancellation or discontinuation resulting in the non-presentation, for any reason, of one of the documents essential to the overseas Trip such as passport, and/or visa, transport ticket, and vaccination record.
- b) Cancellation of flight made by the airline company or any authority.

- 3.6.2.4 The Insured shall produce the cancellation ticket for any reimbursement to be paid under this Clause.

#### **3.6.4 MAXIMUM COMMITMENT AND LIMITATIONS**

In all cases, the refundable amount shall not exceed the Limit stipulated in the Schedule of Benefits.

#### **3.6.5 EFFECT, SUSPENSION AND LENGTH OF THE BENEFIT**

- 3.6.5.1 The Benefit shall take effect up to the limit stated in the Schedule of Benefits as from the date of purchase of the Policy.

- 3.6.5.2 The Cancellation Benefit, shall take effect as follows:

- a) in case of Illness, Accident or death, as from the date of purchase of the overseas Trip in the conditions and Limit fixed as per the Schedule of Benefits
- b) in case of Important Material Loss, at most ten (10) days before the date of departure, and/or
- c) in case of Illness, at most five (5) days before the date of departure.

- 3.6.5.3 The Curtailment Benefit shall take effect on the day when the Trip begins.

- 3.6.5.4 The Cancellation Benefit shall cease the day following the date of departure at midnight (G.M.T).

### **3.6.6 EXCLUSIONS RELATED TO THIS BENEFIT**

Notwithstanding the Clause 7 "General Exclusions", the following are excluded under this Benefit:

- 3.6.6.1 Psychic Illnesses;
- 3.6.6.2 Non-stabilized Illness established before the purchase of the Covered Travel and likely to cause sudden complications before departure;
- 3.6.6.3 Consequences of the use of drugs or medicines not prescribed medically;
- 3.6.6.4 State of pregnancy, unless an unpredictable complication established by a recognised Medical Authority and, in all cases, all state of pregnancy as from the first day of the 7th month;
- 3.6.6.5 Accidents occurred during Events, races or competitions, requiring the use of motorized machines;
- 3.6.6.6 Accidents resulting from the use of air machines (except aircrafts qualified for the transport of passengers);
- 3.6.6.7 consequences of civil or foreign war, riots, insurrection or popular movements, in which the Insured would have taken an active part except such cases where he would have done so in the accomplishment of his professional duty;
- 3.6.6.8 for the Curtailment Benefit: minor Illnesses or lesions that can be treated on the spot;
- 3.6.6.9 Any cost and expense charged by an airport;
- 3.6.6.10 Any circumstance known by the Insured, before subscription to this Insurance Policy, by the Insured or at the time of the reservation of the overseas Trip (as per the case of subscription to the insurance), which could reasonably be expected to lead to the cancellation or discontinuation of the overseas Trip.

### **3.7 FLIGHT AND LUGGAGE DELAY**

#### **3.7.1 FLIGHT DELAY**

- 3.7.1.1 The Insurance Company shall reimburse up to the Limit defined in the Schedule of Benefits the expenses incurred by the Insured for food, hotel expenses, and return transfer expenses from the airport.
- 3.7.1.2 The Benefit shall be granted if the Insured experiences a delay of more than eight (8) hours compared to the initial departure time mentioned on the transportation ticket of the insured and only in the following cases:
  - a) delay or cancellation of a regular flight booked by the Insured;
  - b) overbooking that prevents the Insured from boarding the regular flight that the Insured had booked;
  - c) late arrival of the regular flight on which the Insured travelled preventing the Insured from embarking on a connection flight;
  - d) delay exceeding one hour, compared to the arrival time displayed, of a Means of Public Transport used to go to the airport preventing the Insured from boarding the regular flight that the Insured had booked;
  - e) Only regular flights of the Airline companies whose schedules are published shall be applicable for the guarantee. In case of dispute, the "ABC WORLD AIRWAYS GUIDE" shall be considered as reference book to determine the flights and connections schedule;
  - f) unfavourable weather conditions;
  - g) Any disaster and/or act of God.

### **3.7.1.3 EXCLUSIONS RELATING TO THIS BENEFIT**

- 3.7.1.3.1 Delays occurring on non-regular flights (namely on “charter” flights);
- 3.7.1.3.2 No reimbursement shall be paid should the flight delay be shorter than eight (8) hours compared to the initial time of departure or arrival (in the case of a connection flight) of the regular flight booked by the Insured.;
- 3.7.1.3.3 No reimbursement shall be paid should the delay result from a strike or a war;
- 3.7.1.3.4 No reimbursement shall be paid in case of temporary or permanent withdrawal of a plane, which would have been ordered:
  - a) either by the Airport Authorities, or
  - b) by the Civil Aviation Authorities,
  - c) by a similar organisation, and which would have been announced prior to the Insured date of departure.
- 3.7.1.3.5 No reimbursement shall be paid should a similar means of transport be put at the disposal of the Insured by the carrier within four (4) hours following the initial time of departure (or arrival in the case of a connecting flight) of the regular flight booked by the Insured.

### **3.7.2 LUGGAGE DELAY**

- 3.7.2.1 The Insurance Company shall reimburse up to the Limit stated in the Schedule of Benefits per delay for goods purchased strictly as a necessity when the luggage duly registered and placed under the responsibility of the airline company, on which the Insured is travelling, arrive more than eight (8) hours after the Insured time of arrival at the airport or station.
- 3.7.2.2 Only the regular flights of the airline companies whose schedules are published shall be eligible to this Benefit.
- 3.7.2.3 In case of dispute, the “ABC WORLD AIRWAYS GUIDE” shall be considered as reference book to determine the schedule of flights and connections.

#### **3.7.2.2 EXCLUSIONS RELATING TO THIS BENEFIT**

- 3.7.2.2.1 Delays occurring on non-regular flights (namely on “charter” flights);
- 3.7.2.2.2 The Benefit is not applicable if the delay takes place once the Insured have reached the usual place of residence;
- 3.7.2.2.3 No reimbursement shall be paid if the Insured do not give due notification, as soon as the Insured is aware of same, of the delay or Loss of the Insured Luggage to a competent and capacitated person of the airline company;
- 3.7.2.2.4 No reimbursement shall be paid if the luggage of the Insured has been confiscated or requisitioned by the Customs Services or Government Authorities;
- 3.7.2.2.5 No reimbursement shall be paid for items purchased after the handing over of the luggage by the carrier;
- 3.7.2.2.6 No reimbursement shall be paid for staple goods, clothing and toiletries purchased after the handing over of the luggage by the carrier.

### **3.7.3 MAXIMUM LIABILITY AND LIMITATION**

The liability of the Insurance Company is fixed as per the Schedule of Benefits per delay.  
The total amount to be reimbursed for both luggage and flight delays shall not exceed the total limit mentioned in the Schedule of Benefit.

### **3.8 LOSS OR THEFT OF PERSONAL DOCUMENTS**

- 3.8.1 In case of theft or Loss of the personal documents and/ or identity documents of the Insured, the Assistance Network shall advise the Insured about the procedures to be followed with the Consulate and/or local authorities.
- 3.8.2 In case of theft or Loss of the personal documents and/or identity documents of the Insured, the Assistance Network shall cover the expenses incurred or to be incurred on the spot (hotel, rental of vehicle, train and plane) or shall make a ticket available to the Insured (up to five thousand Mauritian Rupees (MUR 5000) to continue his trip
- 3.8.3 The cost relating to the reissuance of the passport of the Insured shall not be covered under this Benefit.

### **3.9. MEDICAL, SURGICAL, PHARMACEUTICAL EXPENSES & HOSPITALISATION EXPENSES**

#### **3.9.1 THE BENEFITS**

- 3.9.1.1 The Insurance Company shall guarantee the payment, upon provision of supporting documents, of the medical, surgical, Pharmaceutical Expenses and Hospitalisation expenses incurred on medical prescription following an Accident or Illness occurred during Travel, up to the Limit specified in the Schedule of Benefits per Insured.
- 3.9.1.2 The Insurance Company shall guarantee the payment upon deduction of an Excess of (as per the Insured's Policy) per Event, the Insurance Company shall reimburse, upon provision of supporting documents, emergency dental expenses incurred overseas up to the Limit of MUR 2,000 per person and per Insurance Periodas well as medical, Pharmaceutical Expenses and minor surgical expenses incurred on medical prescription, excluding any Hospitalisation and linked to an unpredictable Accident or Illness occurred during the Travel, up to the Limit specified in the Schedule of Benefits per Insured.

#### **3.9.2 EXCLUSIONS SPECIFIC TO THE "MEDICAL EXPENSES" BENEFIT**

Notwithstanding Clause 7 "General Exclusions", the following are excluded under this Benefit:

- a) any Treatment incurred or the prescribed expenses resulting from an Illness contracted or an Accident occurred, before the Insured's departure abroad;
- b) expenses ordered for an Event that has arisen after the expiry of the Benefit;
- c) prosthetic, optical, hydro-therapeutic cure and convalescent home expenses;
- d) dental expenses other than the emergency Treatment;
- e) any Treatment incurred or expenses prescribed by a doctor following an Illness contracted or an Accident occurred during the insured Travel period for a period longer than fifteen (15) days after the Insured returns to Mauritius;
- f) the consequence of any state of pregnancy, except in the first six months and provided that there is a clear and unpredictable complication;
- g) Chronic Illnesses, their direct results and consequences;
- h) medical affections whose incidence is predictable because of the medical history of the insured
- i) Treatments that do not result from a medical emergency;
- j) Checkups (or examinations), vaccinations, Treatments and analyses carried out on a precautionary basis;
- k) Treatment expenses incurred for any psychic, psychological, psychiatric Illness or affection, depressive states, anxiety, senility, memory loss and Alzheimer's disease;
- l) any expense incurred due to an Illness or Accident occurred after the return of the Insured to Mauritius;
- m) expenses incurred following a tropical disease where the Insured did not have the recommended inoculations and/or has not taken the recommended medicines;
- n) the decision not to be repatriated in spite of the opinion of the doctors of the Assistance Network;
- o) Any additional Hospitalisation period relating to a Treatment or services provided during a convalescence stage or home nurse care or any other re-adaptation centre;
- p) Any Pre-Existing Condition.

### 3.10 PERSONAL ACCIDENT COVER

#### 3.10.1 DEATH BENEFIT

In case of death of the Insured resulting from an Accident covered and occurring within one year from the day of the Accident, and upon submission of a medical report establishing the connection between the covered Accident and the death, the Personal Accident Benefit provided for in the Schedule of Benefits is paid to the legal succession of the Insured.

#### 3.10.2 PERMANENT / TEMPORARY TOTAL DISABLEMENT

##### 3.10.2.1 THE BENEFIT

The Insurance Company shall reimburse, up to the Limit stipulated and detailed in the Schedule of Benefits, in case of Accident, during the period of insured Travel, resulting in complete and final Loss of a limb (leg, arm, hand or foot), one or both eyes, or any other physical disability or incurable mental affection or madness, preventing the Insured from beginning or continuing the professional activities of the Insured, or any other function and/or work of any type.;

##### 3.10.2.2 SCALE OF COMPENSATION

The applicable Scale, at the time of the Loss or Loss of use of a limb, is as follows:

		% of the insured amount			% of the insured amount
<b>1. ARMS</b>	From shoulder	60	<b>2. HANDS AND FINGERS</b>	<b>Hand:</b> from the wrist	42.5
	From shoulder to elbow	50		<b>Thumb:</b> Two phalanxes One phalanx	25 10
	At elbow	47.5		<b>Other fingers:</b> Three phalanxes Two phalanxes One phalanx	6 4 2
	Between wrist and elbow	45			
<b>3. LEGS</b>	From hip	70	<b>4. FEET AND TOES</b>	<b>Foot:</b> from ankle	30
	Between hip and knee	50		<b>Big toe:</b> Two phalanxes One phalanx	5 2
	Below knee	35		<b>Other toe:</b> One or two phalanxes	1
<b>5. EYES</b>	Both Eyes	100	<b>6. EARS</b>	One Ear	7
	One Eye	30		Two Ears	12
	Eye lens	20		Hearing from an Ear	7
				Hearing of both Ears	50

### 3.11 LUGGAGE BENEFIT

- 3.11.1 The Policy shall cover the Luggage of the Insured, except for Valuable Items up to the amount provided for in the Schedule of Benefits, against the Loss, theft or damage, other than wear-out, during the period indicated in the subscription form, excluding the clothing worn by the Insured, food products, purchases incurred during the Travel without supporting documents or receipts.
- 3.11.2 The following shall be reimbursed up to the Limit stated in the Policy for the Accidental Loss, despoilment or damage of the Luggage. The amount to be paid shall be the value at the cost of the day of the Loss or theft, after deduction of the wear-out, tear and financial amortization (or the Insurance Company can, at its discretion, replace, restore or repair the lost or damaged Luggage).
- 3.11.3 The maximum refundable for the following elements is stated in the Schedule of Benefits:
- a) for the same item, pair or set of items (for example a set of gold earrings, a camera or a laptop and all their accessories, including the case);
  - b) for all the Valuable Items.
- 3.11.4 If the lost, stolen or damaged element forms part of a pair or a set, only the lost or damaged item shall be reimbursed and not the cost of this element in the framework of a pair or set.
- a) The maximum amount payable for any clothing item specified on the subscription form shall not exceed MUR 6,000.
  - a) The maximum amount payable for a suitcase shall not exceed MUR 3,000.

### 3.12 VALUABLE ITEMS

Reimbursement for Valuable Items is as follows:

- a) the amount covered for any Valuable Item not specified on the subscription form shall not exceed MUR 3,000;
- b) the amount covered for any declared Valuable Item specified on the subscription form shall not exceed MUR 8,000;
- c) The amount payable for any item which value is greater than 3,000 MUR not specified on the proposal form, shall not exceed MUR 3,000.

### 3.13 EXCLUSIONS

Notwithstanding Clause 7 "General Exclusions", the following are excluded under this Benefit:

- a. the first MUR 1,000 of each and every Claim;
- b. the embargo, confiscation, capture or destruction by order of any government or public authority as well as any conservatory seizure or other;
- c. natural depreciation of the Insured objects;
- d. Losses and damages stemming from the slow damage or wear-out;
- e. Losses and damages occurred during transformation, maintenance, cleaning or repair and directly caused by such operation;
- f. any damage caused by clockworks, watch glass breaking and the embossing of cases;
- g. damages caused by rodents, moths and other parasites as well as damages and deteriorations stemming from accidental stains or not on dyed or bleached furs;
- h. the bank notes, traveller's checks, cash, credit cards, securities and values of any nature, plane tickets;
- i. the Losses and damages resulting from the direct or indirect effects of explosion, heat yield, radiation stemming from the transmutation of atom nucleus or radioactivity as well as the effects of radiation caused by the artificial acceleration of particles;
- j. thefts committed without breaking and entering or with the use of a false key;
- k. theft of objects committed in a non-private place, in the absence of continued watch;
- l. Losses, forgetting or mislaid objects by the Insured or the people accompanying the Insured;
- m. damages resulting from scratches, tears or stains;

- n. glasses (lenses and frames), contact lenses, hearing aids and equipment of any nature, except if they are destroyed or damaged during a serious corporeal Accident of the Insured;
- o. any Loss, theft or damage of Valuable Items left unattended at any time (including in a vehicle or in the care of the carriers) and not left in a hotel safe, a safe or left in the Insured locked accommodation;
- p. any Loss, theft or damage of the Luggage kept in vehicle left unattended:
  - (i) from 9 p.m. to 9 a.m. (local time); or
  - (ii) at any time from 9 a.m. to 9 p.m. (local time), except if it is in the locked safe that is separated from the interior for vehicles fitted with a boot, or for the vehicles not fitted with a separated boot, locked up in the vehicle and out of sight;
- q. any Loss, theft or damage of precious stones, contact or corneal lenses, hearing aids, dental or medical prosthesis, accessories, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles, winter sports equipment and damages to suitcases (except if the suitcases are completely unusable because of a single damaging incident);
- r. any Loss or damage due to the cracking, scratches, breaking or damage to porcelain, glass (other than the glass in the watch faces, cameras, binoculars or telescopes), or other fragile items, except if caused by fire, theft, or in an Accident of the boat, aircraft or vehicle in which they are travelling;
- s. any Loss or damage due to the breaking of sporting equipment or damage to any sporting clothes in use;
- t. any Loss, theft or damage to the companies goods, samples, business tools, car accessories and other objects used within the framework of the Insured's company, business, occupation or job;
- u. any Loss or damage caused by wear-out, financial amortization, atmosphere or weather conditions, leaks or evaporations, moths, vermin, insects and similar infestations, humidity, mould or rust;
- v. any Loss or damage caused by any cleaning, repair or restoration, mechanical process or a power failure or failure of any device, instrument, clock, computer or any other equipment;
- w. any element presenting a pre-existing fault or that is defective per se;
- x. any Claim that falls within the general exclusions applicable to the Policy.

### **3.14 PUBLIC LIABILITY**

#### **3.14.1 THE BENEFIT**

3.14.1.1 The Insurance Company cover the Insured against:

- a. The financial consequences of the Insured legal liability following:
  - (i) a serious corporeal attack resulting from an Accident caused to third parties; and/or
  - (i) material Losses or damages resulting from an Accident caused to third parties
- b. Legal expenses and other expenses incurred by the third party relating to a bodily attack or material damage including any other costs and expenses incurred.

3.14.1.2 The Insurance Company's liability shall not, in any case, exceed the Limit specified in the Policy.

3.14.1.3 The Insurance Company shall pay up to the Limit prescribed in the Policy (as per the Schedule of Benefits) including the legal, any amount that the Insured shall be legally required to pay as a compensation for any Claim or series of Events resulting from any initial Event and causing the Accident or the consequences thereof

3.14.1.4 The Insurance Company shall reserve its right to take care of the defence of the Insured and to act on behalf of the Insured for any Claim of Benefit or indemnities or otherwise against any third party. The Insurance Company shall be entirely free to conduct a negotiation or a procedure or in the settling of a Claim and the Insured is required to provide to the Insurance Company all the necessary assistance as well as any information that the Insurance Company shall need.

3.14.1.5 In case of death of the Insured, the legal representative of the Insured shall have the protection of this Benefit provided that the legal representative of the Insured complies with the terms and conditions of the present Policy.

### 3.14.2 EXCLUSIONS RELATING TO THIS BENEFIT

Notwithstanding Clause 7 “General Exclusions”, the expenses linked to the following elements are not covered:

- a. bodily attacks suffered by the Insured and/ or the spouse, ascendants and descendants of the Insured;
- b. material or accidental damages caused to the goods and premises of which the Insured and/or family members of are the owners, tenants or occupiers in any capacity and/or over which they watch;
- c. damages caused intentionally or caused by the Insured or with his complicity;
- d. damages attributable to the practice of a professional and/or commercial activity;
- e. damages caused by rail or aerial devices or vehicles, floating devices or vehicles and of which
- f. The Insured, or the people of which he is civilly responsible, have the property, supervision, care or use;
- g. damages caused by the possession or care of any animal (other than cats, dogs);
- h. damages caused by an equipment for which the Insured cares and for which the Insured is responsible for its maintenance.
- i. the liability of the Insured as a tenant towards the landlord of the Insured for damages resulting from the occupation of buildings and fields;
- j. the liability of the Insured as an owner as per Article 1784 of the Civil Code;
- k. damages resulting from an activity subject to a specific insurance obligation;
- l. damages caused by goods subject to an insurance obligation;
- m. damages resulting from any participation as a competitor or organiser of the Insured or the people of which the Insured is civilly responsible, to bets, matches, races or sporting competitions or preliminary tests for these Events;
- n. Events that are the consequence of an intentional or deceitful fault, or a fraud, or the non-compliance to the laws or regulations in force, attributable to the Insured.
- o. transmission of a transmissible illness or a virus;
- p. sexual harassment and/or any form of abuse, including children abuse.

## 4 DUTIES AND OBLIGATIONS OF THE INSURED

### 4.1 DUTIES OF THE INSURED

- 4.1.1 The Policy Holder is liable for the payment, as per the payment terms agreed with the Insurance Company, of the premium for this Policy. Such payment is the **sine qua non condition** for the effectiveness of the clauses 3 “BENEFITS” of this Policy.
- 4.1.2 The Insured shall refund to the Insurance Company any expenses, advanced by the Insurance Company, falling outside of the Benefits provided by this Policy, for which the only purpose was to improve the state of health of the Insured or save the life of the Insured.
- 4.1.3 Subject to the above Clause, the Insured cannot assume that any expense shall be incurred by the Insurance Company without the latter’s formal agreement and that all related documents, justifying all expenses incurred by the Insured, shall have been handed to the Insurance Company.

### 4.2 PREMIUM

- 4.2.1 The Insurance Period and the corresponding premium are fixed by the Schedule of Benefits.
- 4.2.2 The premium due, may vary from one exercise to the other, according to the ratio of paid insurance Claims, including adjustment expenses, to premiums earned of the preceding exercise (applicable for business traveller only).
- 4.2.3 The Insurance Company may modify the rates applicable to the risks covered by this Policy, the premium shall be modified in the same proportion, with retroactive effect, following such amendment (applicable for business traveller only).



- 4.2.4 In case of a premium increase, the Insured shall have the right to terminate the Policy within fifteen (15) days, following the one wherein the Insured became aware of the premium increase (applicable for business traveller only).
- 4.2.5 The termination shall take effect one (1) month after reception of a registered letter or after the statement made against the receipt to the Insurance Company, and the Insured shall then be liable for a fraction of the premium, calculated on the basis of the previous premium, on a pro-rata basis of the time elapsed between the date of the last due date and the effective date of termination.

### **4.3 PAYMENT AND SETTLEMENT OF THE PREMIUM**

- 4.3.1 Premiums are payable by the Policyholder at the office of the Insurance Company, or at the office of its designated agent, within ten (10) days after the due date.
- 4.3.2 The Policyholder is liable to the Insurance Company for the payment of the premium.
- 4.3.3 In case of non-payment of the premium, if the services of a legal practitioner are retained by the Insurance Company to recover unpaid premiums, with reference to the Article 1983-21 to 23 of the Code, the Policyholder shall be liable for a penalty of an amount not exceeding 10% of the amount due and payable to the legal practitioner.
- 4.3.4 If the Policyholder pays the premium by direct debit, the Insurance Company shall have the right to offset any premium not yet paid from any Claims due to the Insured and/or Beneficiary (applicable for business traveller only).

### **4.4 MITIGATION OF LOSS IN CASE OF AN EVENT**

- 4.4.1 The Insured shall take all reasonable and appropriate measures to stop the damaging effects of the Event when it occurs.
- 4.4.2 The Insurance Company shall not be responsible for any wilful misconduct or negligence of the Insured.

### **4.5 COMMITMENT OF THE INSURED**

The Insured shall grant to the Insurance Company as well as the Assistance Network the permission to search for the Insured's general practitioner database, or that of any other doctor, or any Hospital whatsoever, for any necessary information concerning the state of health of the Insured and/ or any Treatment received during the Travel of the Insured.

### **4.6 OBLIGATIONS OF THE INSURED**

#### **4.6.1 AT THE TIME OF SUBSCRIPTION TO THE POLICY**

Any intentional misrepresentation, omission or inaccuracy in the representation of the risk shall automatically lead to the nullity of the Policy.

#### **4.6.2 AT THE TIME OF THE CLAIM**

No Claim shall be considered in case of fraud, intentional misrepresentation of the Insured on the consequences of the Event.

- 4.6.3 The Insured has to reimburse the Insurance Company the cost of any intervention begun by the latter, outside the contractual framework of the present Policy and with the only purpose of making the cure easier or saving his life.

## **4.7 EXPENSES STATED**

Any payment made by the Insured which has not been expressly agreed with the Insurance Company through the communication of a file number, shall not be entertained by the Insurance Company unless otherwise stated.

## **5. FILING A CLAIM**

### **5.1 CONDITIONS SPECIFIC TO THE BENEFITS**

- 5.1.1 The Insured is required to report any Loss within 24 hours in writing, verbally, or through the online portal of the Insurance Company, with a statement from the police the carrier and/or proxies of the police and carrier . If the Insured does not comply, the Insurance Company may at its own discretion, cancel the policy or may refuse to deal with the declared Claim or may reduce the amount of any payment of claim. The Insured shall send a copy of the said report to the Insurance Company within five (5) days after the return of the Insured to Mauritius
- 5.1.2 The Insured must report to the Insurance Company the Event in writing as soon as the Insured is aware of it and within five (5) days at most.
- 5.1.3 The report shall contain as much information as possible including but not limited to:
- a. the date, circumstances and causes known or assumed of the Accident;
  - b. the nature and estimated amount of the damages;
  - c. the names and addresses of the aggrieved persons and possible witnesses and the Accident or damage caused by a third party;
  - d. the existence of any other Policy covering the same risk.
- 5.1.4 The Insured shall send to the Insurance Company all the documents, as soon as possible, concerning the Event (letters, subpoenas, writs of summons, etc.) within fifteen (15) days at most.
- 5.1.5 The Insured shall not accept any admission of liability or compound without the consent of the Insurance Company.
- 5.1.6 In case of legal action directed against the Insured, before the civil, administrative and criminal jurisdictions, the Insurance Company shall remain the only leader of the procedure dealing with the Benefit.
- 5.1.7 The Insured shall cede the right to the Insurance Company to lead the trial and the Insured shall take a commitment to renew this right at the request of the Insurance Company.
- 5.1.8 In case of action before the criminal jurisdictions, the Insurance Company shall reserve the right to lead the defence or to join it.

### **5.2 MEDICALISED TRANSPORT**

In case of a Claim, the Insured is required to contact the Assistance Network, which shall take responsibility for all formalities to be carried out until the Insured is taken back to his place of residence in Mauritius.

### **5.3 REPATRIATION OF MORTAL REMAINS**

- 5.3.1 In case of a Claim, the Insured is required to contact the Assistance Network, which shall take responsibility for all formalities to be carried out until the body is transported to the place of funeral in Mauritius.
- 5.3.2 Claimants are required to refund to the Insurance Company the value of the return ticket initially arranged for the return of the deceased Insured.

## **5.4 EMERGENCY RETURN OF THE INSURED**

- 5.4.1 In case of a Claim, the Insured is required to contact the Assistance Network, which shall take responsibility for all formalities to be carried out until the Insured is taken back to his place of residence in Mauritius.
- 5.4.2 The Insured shall refund to the Insurance Company the monetary value of the ticket initially planned for his return to Mauritius.

## **5.5 REPATRIATION OF THE OTHER INSURED PERSONS**

- 5.5.1 In case of Claim, the Insured is required to contact the Assistance Network, which shall take responsibility for all formalities to be carried out until the Insured is taken back to his place of residence in Mauritius.
- 5.5.2 The above-mentioned persons shall be required to refund to the Insurance Company the monetary value of the ticket initially planned for their normal return to Mauritius.

## **5.6 AIR TICKET OF ACCOMPANYING PERSON OF THE INSURED**

The Insured shall contact the Insurance Company in order to make available to the Next of kin a return ticket, from Mauritius.

## **5.7 CANCELLATION AND CURTAILMENT OF TRIP**

- 5.7.1 The Insured shall provide, in any case, proof that the Insured was covered under the present Policy. A proof of cover under the present Policy, upon cancellation and curtailment of a Trip, shall be presented to the Insurance Company.
- 5.7.2 In such a case, the Insured shall provide:
- a) a copy of the transport ticket;
  - b) a copy of the bill or debit note or bank statement indicating the transport ticket or the hired vehicle, or the hotel expenses;
  - c) proof of the refund or lack of refund from the carrier or the organiser in case of cancellation;
  - d) the terms and conditions established by the overseas Trip agency or the tour operator;
  - e) a detailed bill of the expenses paid in advance in case of discontinuation;
  - f) the medical questionnaire that shall be sent to the Insured;
  - g) Any medical certificate, act of death, police or fire brigade report, sworn statement, enabling us to assess the validity of the indemnification Claim.
- 5.7.3 The cancellation ticket shall be mandatory for any reimbursement under this clause.

## **5.8 FLIGHT AND LUGGAGE DELAY**

**In case of a Claim, the Insured shall:**

- a) obtain confirmation from the carrier (or their handling agent) in writing with regards to the number of hours and the reasons for the delay.
- b) submit the detailed bills and receipts of the expenses incurred for any staple goods purchased (in accordance with Clause 5.1);
- c) follow the terms of the Policy, and or the procedures of the Travel agent tour operator or transport provider.

## **5.9 LOSS OR THEFT OF PERSONAL DOCUMENTS**

In case of Claim, the Insured shall submit the detailed bills and receipts of the expenses incurred in accordance with clause 5.1.

## **5.10 MEDICAL, SURGICAL, PHARMACEUTICAL EXPENSES & HOSPITALISATION EXPENSES**

### **5.10.1 IN CASE OF HOSPITALISATION:**

5.10.1.1 The Insured shall inform the Assistance Network and the Insurance Company as soon as possible, five(5) days at most, and send within the five(5) following days a report indicating the circumstances of the Event, its known or presumed causes, the nature, the estimated amount of the damages, the prescription of the doctor pinpointing the possible consequences of the Accident or Illness.

5.10.1.2 A Medical Practitioner appointed by the Assistance Network shall have free access to the Insured in order to assess the state of health of the Insured, except for a justified opposition, failing which this benefit shall lapse.

5.10.1.3 In case of Illness, the Insured shall declare the name and contact details of the Insured's consulting Medical Practitioner in Mauritius.

5.10.1.4 Expenses incurred to obtain any medical report, as well as any expenses incurred in translating the said report if necessary, shall remain the responsibility of the Insured.

### **5.10.2 IN CASE OF TREATMENT WITHOUT HOSPITALISATION:**

In cases of Treatment abroad without Hospitalisation, the Insured shall pay for the medical expenses and send all required original documents to the Insurance Company upon the return of the Insured to Mauritius (in accordance with clause 5.1).

## **5.11 PERSONAL ACCIDENT COVER**

5.11.1 In order for any claim to be entertained, it is mandatory that the Insured (or his legal assignees):

- a) reports the Event to the Insurance Company within five (5) days upon the return of the Insured to Mauritius.
- b) within fifteen (15) days, send the claim to the Insurance Company, together with the following documents:
  - i. a written report mentioning the names, first names, age, place of residence and addresses of the witnesses, the circumstances, the place and date of the Event;
  - ii. a medical certificate indicating the nature of the injuries or lesions or of the Illness and their possible consequences;
  - iii. The prescription of a Medical Practitioner, invoices, fees and receipts.

5.11.2 The claim shall be rendered null and void if the Insured fails to submit all the above mentioned reports or documents as stated in Clause 5.11.1

5.11.3 In case of death of the Insured, the Assistance Network shall fulfil all the necessary formalities and verifications once notified by the Insurance Company

## **5.12 LUGGAGE BENEFIT**

5.12.1 In case of a claim, the Insured shall :

- a) report to the Police within twenty-four (24hrs) hours from the time the Insured has identified the loss, theft or damage of the Luggage; and obtain a report confirming the latter in order to file a claim.
- b) produce the receipt of the lost, stolen or damaged objects in order to support any claim.

5.12.2 If the Luggage is lost, stolen or damaged during the handling from an airline company, the Insured shall obtain a "Property Irregularity Report" (PIR) from the airline company or a written report from the carrier in the other cases. It is hereby declared and agreed that, any refund from the Insurance Company shall be effected after the reimbursement by the airline company.

### **5.13 PUBLIC LIABILITY**

In case of claim, the Insured shall send to the Assistance Network, as soon as possible, any notice, subpoena, writ of summons, extrajudicial act and procedure exhibit that have been presented, handed over or notified to the Insured

## **6 OBLIGATIONS AND RESPONSIBILITY OF THE INSURANCE COMPANY**

### **6.1 SETTLEMENT OF THE BENEFIT**

6.1.1 The Insurance Company shall pay to the Insured the monetary value of the Benefit to which the Insured is entitled under this Benefit after reception of any supporting documents.

6.1.2 Any payment shall compulsorily require the proof of any damage and the submission of any supporting document, enabling the assessment of the amount payable to the Insured.

6.1.3 The Benefit only makes up for the financial damages duly justified and does not cover any other form of damage, notably the moral damage.

## **7 GENERAL EXCLUSIONS**

In addition to the specific exclusions detailed throughout this Policy, the following are also excluded:

7.1 any Pre-existing Condition;

7.2 any moral damage;

7.3 people aged over eighty (80) years old;

7.4 damages suffered by the Insured when caused by :

- a. participation to a brawl or an intentional offence; and/or
- b. the consequence of a voluntary participation to a bet or a challenge;
- c. the consequence of participation to a competition, display or attempt or record comprising the use of an aerial, maritime or land motorized vehicle, including the preliminary tests. As for participation to rallies, only those comprising a speed or regularity tests, as well as preliminary tests are excluded;
- d. the consequences of the practice of sports as a professional;
- e. the consequences of the practice of the following sports or activities: mountaineering requiring the use of any equipment, rock-climbing, bobsleigh, skeleton, potholing, parachuting, ski jumping, acrobatic ski, deep-sea diving with the use of autonomous equipment, aerial sports such as gliding, hang-gliding, sail wing with or without motor, any similar devices (namely U.L.M.) and bungee jumping, boxing, grade 4 or superior canoeing, extreme sports of any nature, expeditions, football (if it consists of the main purpose of Travel), gymnastics, horse-riding in competitions, ballooning (except in the context of an organised Travel with a qualified pilot), hunting, jet-skiing, karate, kayak, martial arts, paragliding, polo, rafting, rugby, diving with sharks, surf ski, underwater activities requiring the use of an artificial respiratory device (except deep-sea diving at less than fifteen (15) metres depth) or wrestling, unless specifically indicated on the Policy;

- f. the consequences of manual works carried out as a professional or for business purposes, aircraft crew flying as a crew member or for professional activities but not as a fare paying passenger in a fully-licensed passenger-carrying aircraft, crew of ship and diver during their professional activities; the use of motorised two or three-wheeled vehicles unless the Insured holds an international driving license permitting the use of such vehicles in the visited country, professional entertaining, professional sports and athletics, racing (other than on foot), motor rallies, racing and competitions;
- 7.5 the resulting damages and/or any expenses incurred following a medical, surgical affection or any other disability prior to the Travel, whatever its seriousness, convalescence being considered as an integrative part of this evolution;
- 7.6 any claim resulting from an intentional or deceitful fault of the Insured;
- 7.7 any loss caused either by a foreign war, a civil war, riots or popular movements, or acts of terrorism or sabotage; where it is up to the Insurance Company to prove that the Claim results from one of these facts;
- 7.8 the consequences of handling of war devices whose possession is forbidden;
- 7.9 the results or consequences of the use of drugs, narcotics or sedatives not medically prescribed as well as the alcoholic intoxication or delirium when the blood-alcohol level is higher than that authorized to drive a vehicle in the country where the Accident takes place;
- 7.10 loss resulting from the explosion of a device or part of a device destined to explode following the transmutation of the atom nucleus;
- 7.11 any other Event due to ionizing radiations to which the victims are exposed, even intermittently because of and during their usual professional activity;
- 7.12 suicide or consequences of suicide attempts, sexually transmitted infections, HIV/AIDS, and any other Illness resulting from it, auto-exposure to unnecessary danger (except to save human lives);
- 7.13 any Loss occurred outside the visited countries declared on the proposal form &/or Schedule of Benefits, that falls outside the validity of the present Policy;
- 7.14 all expenses incurred without the prior consent of our Assistance Network;
- 7.15 minor affections or lesions that can be treated when the Insured comes back to Mauritius.
- 7.16 overseas Trip undertaken for medical diagnostic &/or Treatment;
- 7.17 any Treatment Claimed without supporting documents;
- 7.18 any payment under any Benefit, following a Claim as per a general or specific exclusion is excluded from this Policy;
- 7.19 political riots of any nature;
- 7.20 failure or fear of failure or inability of any equipment or any other computer program, whether it be the Insured's property or not, to recognize or interpret properly or to process a date as a date of real calendar, or to continue functioning properly beyond this date;
- 7.21 damages of any nature or as per the description (for example the replacement of locks for a Loss of keys);
- 7.22 operational functions of a member of the Marine, Army or Police force;

- 7.23 any Travel in a specific country or region or Event which the Mauritian authorities have informed the public not to attend;
- 7.24 asbestos or materials containing asbestos or by-products in any form or quantity;
- 7.25 any Accidental death, injury or Illness resulting from chemical products and/or biological substances, if not used for peaceful purposes;
- 7.26 any Loss or damage caused by a biochemical, biological, chemical or electromagnetic weapons and cyber-attack;
- 7.27 any repetitive strain injury or syndrome or any other cause developing progressively;
- 7.28 any post-traumatic stress disorder, or any psychological or psychiatric condition;
- 7.29 kidnapping and ransom;
- 7.30 any cost of telephone call;
- 7.31 epidemics, pandemics, effects of pollution, natural disasters and their consequences;

## **8 GENERAL CONDITIONS**

### **8.1 DURATION**

- 8.1.1 This Policy is subscribed for a maximum duration as mentioned in the Schedule of Benefits. Any Benefit provided under this Policy shall cease –
  - (a) for Corporate Scheme, starting from the moment when the Insured is no longer employed by the Policyholder;
  - (b) on the date of termination of the Policy;
  - (c) on the due date of the anniversary of the Policy;
  - (d) in case of early termination by either the Policyholder or the Insurance Company.
- 8.2 This Policy shall be suspended in case of non-payment of the premium or part of the premium, according to the provisions of Article 1983-21, of the Civil Code.
- 8.3 Upon expiry of this Policy, this Policy shall not be automatically renewed, and is not subject to 'Tacite Reconduction'.

### **8.2 AMENDMENT TO GENERAL TERMS AND CONDITIONS**

- 8.2.1 Regardless of the Policyholder and/or Insured and/or Beneficiary Claims history and any other discount, the Insurance Company may amend the general terms at renewal.
- 8.2.2 The Insurance Company may:
  - (a) Add new terms such as the application of Excesses or Endorsements; and/or
  - (b) Increase the Policyholder and/or Insured and/or Beneficiary's premium; and/or
  - (c) Exclude cover(s); and/or
  - (d) Amend the Policy wordings; and/or
  - (e) Change the Policyholder's payment type, and/or
  - (f) Declining to renew the Policyholder and/or Insured and/or Beneficiary's Policy.
- 8.2.3 The Insurance Company shall notify the Policyholder and/or Insured and/or Beneficiary in writing of any such action.

## **8.3 TERMINATION**

### **8.3.1 BY THE INSURANCE COMPANY –**

- a) in case of non-payment of premiums (Articles 1983-21 to 23 of the Code);
- b) in case of aggravation of risks (Article 1983-25 of the Code);
- c) in case of omission or inaccuracy in the risk statement at the time of subscription or during the Policy (Articles 1983-30 and 31 of the Code);
- d) in case of bankruptcy of the Policyholder (Article 1983-28 of the Code);
- e) for corporate Policyholder, each year, at least three (3) months before the expiry date;
- f) for individual Policyholder, within one month from the date of departure of the Policyholder.

### **8.3.2 BY THE POLICYHOLDER –**

- a) in case of any improvement in the circumstances mentioned in the Policy, if the Insurance Company does not grant a premium reduction to the Policyholder, after being informed by registered letter;
- b) for individual Policyholder within one month from the date of departure of the Policyholder;
- c) for corporate Policyholder, each year, at least three (3) months before the expiry date.

### **8.3.3 BY THE BODY OF THE CREDITORS OF THE POLICYHOLDER (ARTICLE 1983-28 OF THE CODE) –**

- a) in case of bankruptcy of the Policyholder, the Insurance Policy remains in favour of the body of creditors, which becomes indebted to the Insurance Company, for any direct premiums falling due starting from the opening of bankruptcy proceedings;
- b) any Creditor and the Insurance Company shall retain the right to terminate the Policy during a period of three (3) months from the opening of bankruptcy proceedings. The portion of premium for the period during which the Insurance Company no longer covers the risk, is then paid back to the Policyholder.

### **8.3.4 BY RIGHT –**

- a) in case of dissolution of the Policyholder, when it is a company;
- b) in case of liquidation of the Policyholder's assets or of judiciary settlement ("receivership"), the Policy automatically shall cease to have effect on the fourth (4) day at noon, after legal publication pronouncing the dissolution, the liquidation of assets or the judicial settlement ("Receivership");
- c) in the case of armed conflict, civil or foreign war, declared or not, in Mauritius.
- d) in case of withdrawal of the official authorisation granted to the Insurance Company by competent authorities, the Policy shall cease to have effect on the fourth (4) day at noon after the gazetting of the order, declaring the removal.

8.3.4.1 In all cases of termination during an Insurance Period, the portion of premium concerning the period after the termination, shall not be accrued and earned by the Insurance Company and shall be refunded if it is received in advance.

8.3.4.2 Subject to clause 8.3.2, the portion of premium corresponding to the period during which the premium has not been accrued and collected in advance by the Insurance Company, the Policyholder shall be refunded the portion of premium, after deduction of any Indemnity or premium payable.

## **8.4 PRESCRIPTION (ARTICLES 1983-37 & 38 OF THE CODE)**

8.4.1 Any action arising from this Policy is prescribed by five (5) years, starting from the Event which gives birth to it.

8.4.2 Notwithstanding clause 8.4.1, the action shall arise:

- (i) in case of concealment, omission, false or inaccurate information from the Insured/Policyholder on the risk incurred, on the day the Insurance Company becomes aware;
- (ii) in case of an Event, on the day where the parties concerned become aware of same, and if they are able to prove that such Event was unknown to them.



8.4.3 The prescription of five (5) years applies even against minors, adults under guardianship, and all legally incompetent persons.

8.4.4 The prescription is interrupted, by one of the ordinary causes of interruption of the prescription and by the appointment of experts following an Event. The interruption of the prescription can also result from sending a registered letter with an acknowledgement receipt, addressed by the Insurance Company to the Insured regarding the action for payment of premium and by the Insured to the Insurance Company regarding the settlement of the indemnity.

## **8.5 ELECTION OF THE HEAD OFFICE OF THE INSURANCE COMPANY (ARTICLE 1983-16 OF THE CODE)**

The Insurance Company elects its domicile at the Headquarters, situated at 4 Léoville L'Homme Street, Port Louis, Mauritius.

## **8.6 GOVERNING LAW & DISPUTE RESOLUTION**

8.6.1 This Policy shall be governed by, construed, and enforced in accordance with the laws of the Republic of Mauritius.

8.6.2 If any dispute between any of the Parties arises in connection with this Policy, they shall use all reasonable endeavours to resolve the matter amicably. If one Party gives to the other Party notice that a material dispute has arisen and the Parties are unable to resolve the dispute within thirty (30) days of service of such notice, then the dispute shall be referred to the Courts of Mauritius for determination.

## **8.7 FORCE MAJEURE**

The Insurance Company and the Assistance Network cannot be held responsible for delays or impediments in the implementation of the agreed services in case of strike, explosion, riot, civil commotion, pandemics, national lockdown, restriction of free movement, sabotage, terrorism, civil and foreign war, emission of heatwave, radiation or the effect of blast coming from the fission or fusion of the atom, radioactivity, or of any other unforeseen circumstances or major occurrence.

## **8.8 SUBROGATION (ARTICLE 1983-50 OF THE CODE)**

8.8.1 The Insurance Company that has paid for the insurance indemnity, is subrogated to the Limit of such an indemnity in the rights and actions of the Insured against third parties who have by their acts caused prejudice which has given rise to the responsibility of the Insurance Company.

8.8.2 The Insurance Company can be relieved, in total or partly, of its responsibility towards the Insured when the subrogation cannot take place anymore.

8.8.3 By derogation from previous dispositions, the Insurance Company has no recourse against children, descendants, ancestors, lineal allies, Employees, servants or workers, and generally any person who normally lives in the home of the Insured, except in the case of malevolence committed by one of these persons

## **8.9 FRAUD**

8.9.1 The Insured shall act in good faith.

8.9.2 The present Policy shall be rendered null and void, should the Insured or any person acting for the Insured:

- (a) make a Claim knowing that the latter is false or fraudulently exaggerated;
- (b) make a Claim in support of an Event, knowing that this report is false;
- (c) submit a supporting document discharging an Event knowing that this document is false;
- (d) report an Event concerning a Loss or damage caused by the deliberate act of the Insured or with his complicity.

## **8.10 DECLARATION THE OTHER INSURANCES**

- 8.10.1 In case of Claim, the Insured is required, to notify to the Insurance Company any other insurances subscribed by him covering the risks covered by the present Policy. The said notification must, among other things, disclose the name of the insurance companies concerned and the amounts insured.
- 8.10.2 If, at the time of subscription of the present Policy, the Insured is already covered under any other Policy for the same risks, in case one or more risks are payable under several Policies, reimbursement under the present Policy shall only be effective after the exhaustion of the amounts otherwise covered at the time of the Event. The present Policy shall apply on a complementary basis to any other Policy.
- 8.10.3 When several insurances are subscribed, at the same date, or at different dates, for a total amount higher than the value of the object Insured, and they are all valid, each of them produces its effects proportionately to the amounts to which it applies, up to a Limit of the total value of the object Insured. It is not otherwise an infringement to the terms and limitations of the Terms and Conditions of the present Policy. If the Insured does not comply, the Insurance Company may at its option cancel, as stated in the Policy, or refuse to deal with the declared Claim or reduce the amount of any Claim made

## **8.11 COMPLIANCE WITH INTERNATIONAL SANCTIONS**

- 8.11.1 Parties to this Policy hereby agree that the Insurance Company and Assistance Network shall not render any services, if the rendering of such services shall expose the Insurance Company and Assistance Network or the Client to a sanctioned individual, entity, territory, country or organization targeted by United Nations, European Union or Office of Foreign Asset Control or countries or entities, which are directly or indirectly associated or affiliated to countries listed as Sanctioned Countries, which amongst others are North Korea, Syria, Crimea, Venezuela and Iran.
- 8.11.2 It is further agreed and understood that no action or request for services from the Insurance Company and Assistance Network, which implies a direct or indirect connection to a sanctioned individual, entity, territory, country or organization could be performed by the Insurance Company and Assistance Network.
- 8.11.3 It is further agreed and understood that a prior check with the compliance of the Insurance Company and the Assistance Network shall be carried out before any request for services within the following countries, namely, Cuba, Libya and Russian Federation, from the Insurance Company and Assistance Network, which implies a direct or indirect connection to a sanctioned individual, entity, territory, country or organization could be performed by the Insurance Company and Assistance Network.

8.11.4 It is further agreed and understood that a prior check with the compliance of the Insurance Company and the Assistance Network shall be carried out before any request for services within the following countries which are found on the international sanction list with designated persons and several activities under embargo:

- (i) Afghanistan
- (ii) Balkans
- (iii) Belarus
- (iv) Burma (Myanmar)
- (v) Burundi
- (vi) Central Africa Republic
- (vii) Democratic Republic of Congo
- (viii) Eritrea
- (ix) Guinea
- (x) Guinea- Bissau
- (xi) Iraq
- (xii) Lebanon
- (xiii) Mali
- (xiv) Somalia
- (xv) Sudan
- (xvi) South Sudan
- (xvii) Yemen
- (xviii) Zimbabwe
- (xix) Nicaragua

## **8.12 DATA PROTECTION**

The Insurance Company shall abide to the requirements of the Data Protection Act, as amended from time to time.





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