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## BUSINESS PROTECT PLUS POLICY

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The Insured, having made to the Company a written proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium, the Company will indemnify the Insured in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance subject to the terms, exceptions and conditions contained herein or endorsed hereon.

Please read this Policy to ensure that it is in accordance with your requirements. If you have any questions at all about any aspect we will be happy to discuss it with you.

### CONTRACT AND JURISDICTION CLAUSE

This Policy shall for all effects and purposes be deemed to be a Maltese contract and shall be governed by and according to Maltese Law.

Without prejudice to any arbitration proceedings in Malta under current statutory provision, this Policy shall be subject to the exclusive jurisdiction of the Maltese courts.

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta, or in Arbitration in Malta under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from you or any other persons entitled to indemnity under this Policy which costs and expenses of litigation are not incurred in Malta.

**On behalf of Gasamamo Insurance Limited.**

**Albert P. Mamo**  
Managing Director

Examined:

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## **GENERAL DEFINITIONS**

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a definition in a particular section.

- Insured - Any company or partnership registered in Malta and described in the Schedule.
- Company - GasanMamo Insurance Limited.
- Business - The Insured's business, profession or occupation as stated in the Schedule.
- Premises - That part of the buildings situated at the address stated in the Schedule and occupied by the Insured for the purposes of the Business.
- Malta - The Republic of Malta.
- Period of Insurance - The period as stated in the Schedule and any subsequent period for which the Company may accept payment for the renewal of this Policy.
- Excess - The amount as stated in the Schedule and which the Insured is to bear in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

If claims are made under two or more sections for loss or damage caused by the same insured cause at the same time only the highest excess will be deducted from the total amount of the agreed claim.

Warranted that during the Period of Insurance the Insured shall not effect insurance in respect of the amount of the Excess stated in the Schedule.

## **GENERAL EXCLUSIONS**

(The heading of each exclusion is for ease of identification only. These exclusions shall apply to all sections unless otherwise stated.)

This Policy shall not cover:

### **1. ASBESTOS EXCLUSION**

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### **2. TERRORISM EXCLUSION**

loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **3. NUCLEAR & RADIOACTIVE EXCLUSION**

any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

### **4. INFORMATION TECHNOLOGY EXCLUSION CLAUSE**

- loss, corruption or destruction of data, coding programme or software
- unavailability of data and malfunction of hardware, software and embedded chips
- business interruption losses resulting therefrom

unless they are the direct consequence of an otherwise insured physical damage.

**5. SONIC BOOM**

damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**6. WAR RISKS**

loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial war, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

**7. SEEPAGE, POLLUTION & CONTAMINATION**

any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with seepage, pollution and contamination.

Specimen

## **GENERAL CONDITIONS**

(The heading of each condition is for ease of identification only.)

### **1. IDENTIFICATION**

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

### **2. COMPLIANCE**

The Company's liability will be conditional upon the Insured complying with the terms of this policy.

### **3. MISDESCRIPTION**

If there be any material misdescription by the Insured or anyone acting on his behalf of any of the property hereby insured, or of any building or place in which such property is contained, or of the Business or Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Company shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

### **4. CANCELLATION**

This Policy may be cancelled:

- a) by the Company sending seven days notice by registered delivery letter to the last known address of the Insured who shall be entitled to a pro rata return of premium
- b) by the Insured who may be entitled to a return premium after deduction of premium at the Company's short period rates for the period that the Policy has been in force.

### **5. FORFEITURE**

All benefit under this Policy shall be forfeited:

- (a) if any claim made under this Policy be in any respect fraudulent, intentionally exaggerated or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy  
  
or
- (b) if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award.

## **6. SUBROGATION**

Any claimant under this Policy shall, at the request and expense of the Company do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

## **7. CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

## **8. ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy, such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

## 9. ALTERATIONS AND REMOVALS

Under any of the following circumstances, the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- (a) if the trade or manufacture carried on be altered, or if the nature of the occupation or of other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage.
- (b) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- (c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured.
- (d) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

## 10. CLAIMS

### **Insured's Duties**

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge, the Insured shall:

- (a) immediately
  - (i) take steps to minimise the loss or damage and recover any missing property
  - (ii) give notice in writing to the Company and
  - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
- (b) within 30 days or such further time as the Company may in writing allow, deliver to the Company:
  - (i) a claim in writing for the loss or damage containing as particulars an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
  - (ii) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the Company as

may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

### **Company's Rights**

On the happening of any loss or damage to any of the property insured by this Policy, the Company may:

- (a) enter and take and keep possession of the building or Premises where the loss or damage has happened.
- (b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the Premises at the time of the loss or damage.
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

## **11. REPAIR AND REPLACEMENT**

The Company may at its option, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property, the Insured shall at its own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement, shall be deemed an election by the Company to repair or replace.

## **12. TIME LIMIT**

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

## **13. REASONABLE PRECAUTIONS**

- a) The Insured shall take and cause to be taken all reasonable precautions:
- i) for the safety and security of the property insured
  - ii) to prevent bodily injury and loss of or damage to property of others
  - iii) to prevent the sale or supply of products which are defective in any way
  - iv) to comply with all statutory obligations and regulations imposed by any Authority
  - v) to maintain the Premises plant and anything used in connection with the Business in proper repair.
- b) The Insured shall exercise reasonable care in the selection and supervision of Employees and employ only competent Employees.

## **14. ADJUSTMENT**

If any part of the premium is calculated on estimates, the Insured shall, within one month from the expiry of each Period of Insurance, furnish such details as the Company may require and the premium for such Period of Insurance shall be adjusted accordingly.

In the event of non-compliance with the above requirements the Company shall be entitled to automatically increase the last estimates /actual figures by ten percent for every year of non-compliance.

At the time of any claim the Company will be entitled to have sight of the insured's records for the period of ascertaining the correct premium payable for the current Period of Insurance and any previous Period of Insurance for which actual figures have not been provided. In no case will the Company refund more than 50% of any deposit premium charged.

## **15. AVERAGE**

If on the happening of any loss or destruction or damage

- (a) the sums insured under Sections 1, 2, 3, 5, 6 and 8 are less than the value of the property at risk;
- or
- (b) the sum insured in respect of Loss of Revenue under Section 10 is less than the annual revenue that would have been received during the maximum Indemnity Period following the occurrence of the Insured Event had the Insured Event not occurred;

then the amount payable as indemnity shall be proportionately reduced.

**16. AUTOMATIC REINSTATEMENT FOLLOWING A LOSS**

In consideration of sums insured under the Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate additional premium calculated on the amount of the loss for the period from the date of the loss to the expiry date of the current Period of Insurance.

Specimen

## **SECTION 1 – CONTENTS**

### **A. COVER – ACCIDENTAL DAMAGE BASIS**

The Company will indemnify the Insured in respect of accidental loss, destruction or damage to the Contents whilst in the Premises occurring during the Period of Insurance including damage caused by any of the following perils:

- (i) Fire, explosion, lightning, thunderbolt.
- (ii) Aircraft and other aerial devices or articles dropped therefrom.
- (iii) Impact with the property insured by road vehicles or animals not belonging to or under the control of the Insured or any person in or upon the Insured's service.
- (iv) Riot, civil commotion, strikes, locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessations of work).
- (v) Storm, tempest or flood including overflow of the sea but excluding destruction or damage by frost, subsidence, landslide or ground heave.
- (vi) Bursting or overflowing of water tanks, apparatus or pipes or accidental discharge or leakage from any automatic sprinkler installation.
- (vii) Falling trees or parts of trees but excluding damage caused by the falling or lopping of trees or by tree roots.
- (viii) Malicious persons or vandals.
- (ix) Earthquake and volcanic eruption.
- (x) Theft or attempted theft involving entry to or exit from the Premises by forcible or violent means.
- (xi) Hold-up by violence and/or threats of violence to the Insured or his employees.

### **B. EXTENSIONS**

The Company will also indemnify the Insured in respect of: -

- (i) **Removal of Debris**  
Costs incurred with the consent of the Company in removing debris destroyed or damaged up to an amount of €2,400 (Lm1,030.32).

- (ii) **Replacement of locks**  
Costs incurred as a result of the necessary replacement of locks at the Premises following theft (as described in peril (x) under Part A – COVER of this Section) of keys from the Premises or from the home of any director, partner or employee authorised by the Insured to hold such keys. Provided that the Company' liability shall not include the cost of replacing the locks of any safe or strong room if the keys to such locks are left at the Premises whilst closed for business or exceed €585 (Lm251.14) any one occurrence.
- (iii) **Temporary removal**  
Loss or damage to property (other than stock and goods in trust) temporarily removed from the Premises for cleaning, renovation or repair for an amount not exceeding 15% of the sum insured on Contents (other than stock and goods in trust) by any peril specified under Part A – Cover of this section.
- (iv) **Damage to the Premises**  
Damage to the Premises arising from theft or attempted theft involving entry or exit by forcible and violent means for an amount not exceeding 15% of the sum insured on Contents if the Buildings are not insured.
- (v) **Personal effects**  
Loss of or damage to personal effects, whilst in the Premises, belonging to the Insured or any director, partner or Employee of the Insured for an amount not exceeding €235 (Lm100.89) any one person by any peril specified under Part A – Cover of this section.

### **C. LIMITS**

The amount payable in any one Period of Insurance is limited as follows:

1. in respect of any claim under Part A – COVER – the corresponding sum insured in the Schedule.
2. for any other claim under Part B – EXTENSIONS – the limit stated under the respective extension.

### **D. DEFINITIONS**

Contents: All trade contents belonging to the Insured or for which he is responsible in the Premises including fixtures and fittings and interior decoration for which the Insured is responsible.

Basis of Settlement: The amount payable in the event of destruction, damage or loss of the property insured (other than stock and materials in trade and goods in trust) shall be the cost of repair or replacement equal to its condition when new with no deduction being made for wear and tear or depreciation except in respect of articles of wearing apparel, towels, linen and similar items which are regularly laundered.

Provided that:

- i. The sum insured on Contents represents not less than the cost of replacing all the Contents at the time of loss or damage in the same form, size, style and condition as new.
- ii. The property has been maintained in a good state of repair.
- iii. Replacement is carried out without delay.
- iv. No payment will be made until replacement has been carried out unless with the consent of the Company.
- v. If the damaged or lost property is not replaced, an allowance for wear and tear or depreciation shall be made.

## **E. EXCLUSIONS**

This Section does not cover: -

1. loss, destruction or damage by explosion to boilers and their contents and other plant designed to operate under steam pressure and belonging to or under the control of the Insured.
2. loss, destruction or damage to electrical equipment or any part of the electrical installation by short circuiting or overrunning not resulting in fire.
3. theft of Contents from any garden, yard, outbuilding or in the open.
4. loss, destruction or damage by storm or flood to Contents in a garden, yard or in the open.
5. deeds, bonds, bills of exchange, promissory notes or Money as defined in Section 7 and damage caused to safes arising from any attempt to steal Money from them.
6. loss, destruction or damage attributable solely to change in the water table level.
7. consequential losses of any kind.
8. loss, destruction or damage occasioned by fermentation, natural heating or spontaneous combustion or by the Contents undergoing any heating or drying process.
9. loss, destruction or damage caused by sudden escape of water by storm or flood and malicious persons while the Premises are disused other than during seasonal shutdowns.
10. loss or damage caused by humidity, condensation and dampness as a result of ingress of water.

11. loss or damage due to theft or any attempt thereof by or in collusion with any member of the Insured's family business staff or domestic servants.
12. loss, destruction or damage occasioned by or through the leaking of any roofs unless damaged by an insured peril or as a result of doors, windows or skylights left open or to drains and water courses (including costs of their clearing).
13. Contents destroyed or damaged whilst undergoing any process involving the application of artificial heat.
14. the cost of research involved in tracing the information recorded in documents, manuscripts, business books and computer system records or the value of the information contained therein.
15. faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation, distortion or wear and tear.
16. loss, destruction or damage insured under any other section of this Policy.
17. loss, destruction or damage provided for under the terms of any maintenance agreement effected by the Insured.
18. coastal or river erosion.
19. the freezing solidification or inadvertent escape of molten material.
20. interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises.

## F. EXCLUDED PROPERTY

This Policy does not cover:

1. (a) fixed glass
- (b) glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects
- (c) electronic installations computers and data processing equipment

but this shall not exclude Damage (not otherwise excluded) caused by fire lightning explosion aircraft riot strikers locked out workers persons taking part in labour disturbances malicious persons impact by any road vehicle or animals earthquake windstorm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes.

2. (a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like
  - (b) property in transit other than within the premises specified in the Schedule
  - (c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
  - (d) land (including top soil back fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rig wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
  - (e) livestock, growing crops or trees
  - (f) property damaged as a result of its undergoing any process
  - (g) machinery during installation, removal or resisting (including dismantling and re-erection) if directly attributable to such operations
  - (h) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
  - (i) property more specifically insured.
3. damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
  4. damage to boilers economizers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.

## **SECTION 2 – BUILDINGS**

### **A. COVER – ACCIDENTAL DAMAGE BASIS**

The Company will indemnify the Insured in respect of accidental loss, destruction or damage to the Buildings occurring during the Period of Insurance including damage caused by any of the following perils:

- (i) Fire, explosion, lightning, thunderbolt.
- (ii) Aircraft and other aerial devices or articles dropped therefrom.
- (iii) Impact with the Property by road vehicles or animals not belonging to or under the control of the Insured or any person in or upon the Insured's service.
- (iv) Riot, civil commotion, strikes, locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessations of work).
- (v) Storm, tempest or flood including overflow of the sea but excluding destruction or damage by frost, subsidence, landslide or ground heave.
- (vi) Bursting or overflowing of water tanks apparatus or pipes (other than sprinkler installations).
- (vii) Falling trees or parts of trees but excluding damage caused by the falling or lopping of trees or by tree roots.
- (viii) Malicious persons or vandals other than theft or damage incurred in the course of theft.
- (ix) Earthquake and volcanic eruption.
- (x) Theft or attempted theft involving entry to or exit from the premises by forcible or violent means.

### **B. EXTENSIONS**

The Company will also indemnify the Insured in respect of: -

- (i) **Removal of Debris**  
Costs incurred with the consent of the Company in removing debris, dismantling, demolishing, shoring up or propping that part of the Buildings destroyed or damaged.
- (ii) **Architects' & Surveyors' fees**  
Architects' and surveyors' fees necessarily incurred in the reinstatement of the Buildings consequent upon its destruction by any peril insured against (but not exceeding the scale of fees authorised by the respective professional institutions prevailing at time of damage or destruction).

(iii) **Compliance with Statutory Building Regulations**

The additional costs of reinstatement of the Buildings necessarily incurred in order to comply with statutory building regulations.

(iv) **Underground Pipes & Cables**

Accidental damage to underground pipes, services and cables provided the Insured is responsible for the repairs for an amount not exceeding 10% of the sum insured on Buildings.

**C. LIMITS**

The amount payable in any one Period of Insurance shall not exceed the sum insured in the Schedule under Section 2 – BUILDINGS.

**D. DEFINITIONS**

**Buildings:** The building at the Premises and outbuildings, walls, gates and fences including landlord's fixtures and fittings therein and thereon.

**Basis of Settlement:** The amount payable in the event of destruction, damage or loss of the Buildings shall be the cost of repair or replacement of the damaged property with no deduction being made for wear and tear or depreciation

Provided that:

- i. sum insured on Buildings represents not less than the cost of reconstruction of the Buildings at the time of loss or damage in the same form, size and style and condition as new and that the Buildings have been maintained in a good state of repair.
- ii. the property has been maintained in a good state of repair.
- iii. replacement is carried out without delay.
- iv. no payment will be made until replacement has been carried out unless with the consent of the Company.
- v. if the damaged Buildings are not repaired or replaced, an allowance for wear and tear or depreciation shall be made

**E. EXCLUSIONS**

This Section does not cover: -

1. loss destruction or damage by explosion to boilers and their contents and other plant designed to operate under steam pressure and belonging to or under the control of the Insured.

2. loss, destruction or damage to electrical equipment or any part of the electrical installation by short circuiting or overrunning not resulting in fire unless such damage is resulting from a peril insured under this Section.
3. loss, destruction or damage by storm or flood to fences, rubble walls and gates.
4. loss or damage caused by humidity, condensation and dampness as a result of ingress of water.
5. loss, destruction or damage attributable solely to change in the water table level.
6. consequential losses of any kind.
7. loss, destruction or damage caused by sudden escape of water by storm or flood and malicious persons while the Premises are disused other than during seasonal shutdowns.
8. loss, destruction or damage occasioned by or through the leaking of any roofs unless damaged by an insured peril or as a result of doors, windows or skylights left open or to drains and water courses (including costs of their clearing).
9. any expense incurred in the rectification of any burst or leaking water tanks, apparatus or pipes including any related tiling, plumbing and civil works when such bursting or leaking was caused by wear and tear corrosion or other gradually operating cause.
10. loss, destruction or damage caused by subsidence ground heave or landslip or the normal settlement or bedding down of new structures.
11. collapse or cracking of buildings.
12. coastal or river erosion.
13. the freezing solidification or inadvertent escape of molten material.
14. interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises.

## E. EXCLUDED PROPERTY

This Policy does not cover:

1. fixed glass
2. property or structures in course of demolition construction or erection and materials or supplies in connection therewith.
3. land (including top soil back fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rig wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property.
4. livestock, growing crops or trees.
5. property damaged as a result of its undergoing any process.
6. property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss.
7. property more specifically insured.

## **SECTION 3 – BUSINESS EQUIPMENT**

### **A. COVER**

The Company will indemnify the Insured in respect of accidental loss, destruction or damage to the Equipment as described in the Schedule occurring during the Period of Insurance whilst at the Premises and within the territorial limits as stated in the policy schedule.

### **B. LIMITS**

The amount payable in any one Period of Insurance shall not exceed the sum insured stated in the schedule under Section 3 – BUSINESS EQUIPMENT.

### **C. DEFINITIONS**

Equipment                      Items of electronic nature and which are specified in the schedule.

Basis of Settlement:      The amount payable in the event of accidental loss or destruction of or damage to the Equipment shall be the cost of replacement no deduction being made for wear and tear or depreciation provided that the sum insured on Equipment represents not less than the cost of replacement of the Equipment at the time of loss or damage by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.

### **D. SPECIAL PROVISIONS**

#### 1. Surge Protection

It is a condition precedent to liability in respect of accidental loss, destruction or damage of Equipment due to lightning and/or fluctuations in the public supply of electricity that such Equipment is fitted with lightning and over voltage protection devices and these have been installed and maintained in accordance with the recommendations of the manufacturers of such Equipment and the lightning and over voltage protection devices.

This means that the lightning and over voltage protection devices are kept under supervision by trained personnel and are regularly serviced.

### **E. EXCLUSIONS**

This Section does not cover:

1. faulty or defective design, materials or workmanship inherent vice, latent defect, gradual deterioration, deformation, distortion or wear and tear.
2. loss, damage or destruction caused by faulty or defective workmanship, operational error or omission on the part of the Insured or any of their employees.

3. loss, damage or destruction caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
4. loss, damage or destruction caused by change in temperature, colour, flavour, texture or finish.
5. loss, damage or destruction caused by its own mechanical, electronic or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
6. loss, damage or destruction caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error.
7. loss, damage or destruction caused by or resulting from the Equipment undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment, cleaning, restoring, altering or repairing.
8. loss, destruction or damage caused by sudden escape of water by storm or flood and malicious persons while the Premises are disused other than during seasonal shutdowns.
9. consequential losses of any kind.
10. loss, damage or destruction occurring whilst mobile and/or portable Equipment is unattended unless locked inside a building.
11. loss, damage or destruction from any cause whatsoever whilst mobile and/or portable Equipment is installed or carried in or on aircraft or aerial devices or waterborne vessels or craft.
12. loss, destruction or damage provided for under the terms of any maintenance agreement effected by the Insured.

## **SECTION 4 – GLASS**

### **A. COVER**

The Company will indemnify the Insured in respect of:

- (i) breakage of fixed glass including damage to its framework, lettering, fittings and displays resulting from such breakage including the cost of necessary boarding up pending replacement
- (ii) damage to fixed sanitary ware and fittings
- (iii) damage to fixed signs

at the Premises occupied by the Insured or for which the Insured is responsible.

### **B. LIMITS**

The amount payable in any one Period of Insurance shall not exceed the sum insured stated in the Schedule under Section 4 – GLASS.

### **C. EXCLUSIONS**

This Section does not cover:

1. consequential losses of any kind.
2. any scratching, chipping, cracking, wear and tear or other deterioration.
3. breakage of the glass during its removal or during work on or alteration to it or its framework, beading or other fittings.

## **SECTION 5 – GOODS IN TRANSIT**

### **A. COVER**

The Company will indemnify the Insured in respect of loss, destruction or damage to the Property occurring during the Period of Insurance by any cause whatsoever not hereinafter excluded whilst the Property is in transit in any Vehicle anywhere in Malta until delivery at their destination including loading and unloading from any Vehicle.

### **B. LIMITS**

The amount payable shall not exceed the sum insured stated in the Schedule under Section 5 – GOODS IN TRANSIT.

### **C. DEFINITIONS**

Property: Goods appertaining to the Insured's Business, the property of the Insured or for which the Insured is responsible.

Vehicle: Any mechanically propelled vehicle (including any trailer or container) belonging to or in the care custody or control of the Insured as stated in the Schedule.

### **D. SPECIAL PROVISIONS**

1. The Insured shall only employ trustworthy, sober, reliable and competent drivers and shall take all reasonable precautions:
  - (i) in securing loads
  - (ii) to maintain in efficient condition all Vehicles and/or trailers
  - (iii) to protect the property insured from all loss or damage
  - (iv) to ensure that any Vehicle trailer or container is overhauled periodically and is suitable for the purpose for which it is to be used.

The Company shall at all reasonable times have free access to examine any Vehicle aforesaid.

### **E. EXCLUSIONS**

This Section does not cover:

1. loss, destruction or damage from a Vehicle left unattended during business hours unless all doors and windows were left secured and locked.
2. loss, destruction or damage from a Vehicle left unattended after business hours unless the Vehicle is garaged in a securely locked building or left in a closed yard or compound secured by locked gates or in a vehicle park with security attendant(s) at all times.

3. consequential losses of any kind.
4. loss, destruction or damage to:
  - a) livestock of any kind, Money as defined under Section 7 of this policy, furs, jewellery, precious stones, gold and silver articles.
  - b) cigarettes, cigars, tobacco, wines and spirits in excess of €2,400 (Lm1,030.32) any one occurrence unless specifically endorsed separately.
5. loss, due to theft by or with the connivance of the Insured or his employees.
6. unexplained shortages.
7. theft of or water damage to Property on a soft-topped, open-topped or open-sided Vehicle.
8. loss, destruction or damage caused by defective or inadequate packing.
9. breakage of china, glass and articles of a brittle nature unless caused by fire or theft or by collision or overturning of a Vehicle.
10. scratching of painted or polished surfaces.
11. faulty or defective design, materials or workmanship, inherent vice, latent defect, mechanical or electrical breakdown or derangement (unless external damage has occurred), gradual deterioration, deformation, distortion or wear and tear.

## **SECTION 6 – DETERIORATION OF STOCK**

### **A. COVER**

The Company will indemnify the Insured in respect of loss, destruction or damage to the Refrigerated Stock occurring during the Period of Insurance whilst in the Premises occasioned by a rise or fall in temperature resulting from:

1. breakdown of the Plant
2. non-operation of any thermostatic or automatic controlling devices pertaining to the Plant
3. accidental failure of the public electricity supply
4. bursting or leaking of pipes forming part of the Plant
5. accidental external damage to the Plant
6. action of refrigerant fumes escaping from the Plant.

### **B. LIMITS**

The amount payable shall not exceed the sum insured stated in the Schedule under Section 6 – DETERIORATION OF STOCK.

### **C. DEFINITIONS**

Plant: All integral parts of the refrigeration machinery described in the Schedule including switchgear control and starting equipment together with the wiring between these items.

Breakdown: The breakdown or burning out of any part of the Plant while in use arising from either mechanical or electrical defects or pressures within the Plant causing sudden stoppage of the Plant and necessitating repair or replacement before it can resume working.

Refrigerated Stock: The contents (the property of the Insured or for which they are responsible) of the refrigeration units served by the Plant.

### **D. SPECIAL CONDITION**

It is a condition of this Section that at the commencement of the applicable Period of Insurance the Plant does not exceed the age of 15 years.

## **E. EXCLUSIONS**

This Section does not cover:

1. loss, destruction or damage due to any of the perils described in Section 1 – CONTENTS.
2. loss, destruction or damage resulting from wear and tear, deterioration or gradually developing flaws or defects in the refrigeration plant or incorrect settings of thermostats and automatic controls.
3. loss destruction or damage resulting from failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertaking's system, or any scheme or rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment.
4. loss of goodwill or consequential losses of any kind.
5. loss, destruction or damage which does not result from any breakdown of the Plant or failure of the public electricity supply which does not last for at least 180 minutes.

## **F. WARRANTIES**

It is warranted that an annual maintenance contract with a refrigeration engineer is to be kept in force for each item of Plant and a copy of the inspection report is to be forwarded to the Company.

## **SECTION 7 – MONEY & PERSONAL ACCIDENT ASSAULT**

### **1 - MONEY**

#### **A. COVER**

The Company will indemnify the Insured for loss or damage to Money during the Period of Insurance occurring:

1. in the Business Premises of the Insured
2. in transit
3. in bank night safes until removed by a bank official
4. in the private residences of the Insured or any authorised employee of the Insured

The Company will also indemnify the Insured for loss or damage to:

5. loss or damage to any safe or strong room in the Premises or any case cash box or bag designed for the safe storage or carriage of money sustained as a direct result of theft or attempted theft of Money.
6. loss or damage to clothing and personal effects belonging to the Insured or his employees sustained as a result of theft or attempted theft involving assault or violence or threat thereof.
7. costs necessarily incurred in opening any safe or strong room or the replacement of locks of any safe or strong room following theft of or damage to the keys or locks of such safe or strong room.

#### **B. LIMITS**

The amount payable in any one Period of Insurance is limited as follows:

1. In respect of any claim under Items 1 to 4 above – the corresponding sum insured as stated in the Schedule.
2. In respect of any claim under Item 5 – the cost of replacement of a similar safe or strong room subject to a maximum limit of €2,400 (Lm1,030.32) unless otherwise stated in the schedule.
3. In respect of any one claim under Item 6 – a maximum limit of €235 (Lm100.89) any one person.
4. In respect of any one claim under Item 7 – a maximum limit of €585 (Lm251.14).

## **C. DEFINITIONS**

Money: 'Money' unless otherwise stated means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro cheques, crossed warrants, bills of exchange, securities for money, postage, revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices.

Business Hours: 'Business Hours' shall mean the Insured's usual office hours and the working hours (including overtime) during which the Insured, his principals or employees entrusted with the Money are on the Premises for the purpose of the Business.

## **D. SPECIAL PROVISIONS**

1. It is a condition precedent to liability in respect of loss or damage caused by theft that whenever the Premises are closed for Business (including closure for lunch) or left unattended, all security alarm devices installed to protect the Premises are properly activated.
2. The Insured shall take all reasonable precautions for the safety of Money including the selection and supervision of employees and not do or permit anything to be done whereby the risk of the Company shall be increased.

## **E. EXCLUSIONS**

This section does not cover:

1. consequential losses of any kind.
2. loss due to fraud or dishonesty of any employee of the Insured.
3. shortages due to any clerical error or omission in receipt payments or accounting practice.
4. loss of Money from any unattended vehicles.
5. Money belonging to guests or visitors.
6. loss of Money from vending and/or gaming machines.
7. loss where Money or property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

## **F. WARRANTIES**

It is warranted that:

1. whenever the Premises are closed for Business, the safes are to be kept locked and the keys and records of combination codes of the safes shall be removed from the Premises.
2. a complete record is to be kept of the Money and such record shall be deposited in a secure place other than the safe containing the Money.
3. all security alarm devices are maintained in full and effective working order under a contract of corrective and preventive maintenance with the installer or other specialist contractor.
4. all Money in transit that is not carried by a professional cash carrier must be accompanied at all times by at least two employees between the ages of 21 and 60 who are in sound bodily health and free from physical defect or infirmity.

## **2 – PERSONAL ACCIDENT ASSAULT**

### **A. COVER**

Bodily Injury sustained by an Insured Person as a result of robbery or any attempt thereof arising in the course of the Business and resulting in the following contingencies:

1. Death )
  2. Total and irrevocable loss of sight )
  - in one or both eyes )
  3. Loss of one or both limbs )
  4. Permanent and total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of such Bodily Injury prevents the person from following, engaging in or giving attention to any kind of profession or occupation.
  5. Temporary total disablement from engaging in or giving attention to profession or occupation commencing within 52 weeks of Bodily Injury as aforesaid.
- Occurring within 52 weeks  
of Bodily Injury as aforesaid.

### **B. LIMITS**

The amount payable in respect of each contingency shall be limited as follows:

Contingencies 1 to 4	€11,700 (Lm5,022.81)
Contingency 5	€115 (Lm49.37) per week

provided that:

- a) the Company shall be liable to make only one payment under contingencies 1,2,3 and 4 in respect of any one Insured Person resulting from an accident.
- b) the compensation under contingency 5 shall not be payable for more than 52 weeks in respect of any one injury calculated from the date of commencement of disablement up to the date upon which the injured person has returned to profession or occupation.
- c) if and when benefit becomes payable under any one of contingencies 1 to 4, the weekly benefit being paid in connection with the same injury will cease.
- d) payment of a claim under any one of contingencies 1 to 4, will end the cover in so far as it applies to the Insured Person concerned.
- e) weekly compensation under contingency 5 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Insured Person at intervals of not less than four weeks.



## **SECTION 8 – BREAKDOWN OF MACHINERY**

### **A. COVER**

The Company will indemnify the Insured in respect of loss, destruction or damage to:

1. the machinery as stated in the Schedule pertaining to this section  
and
2. any additional machinery purchased by the Insured during the Period of Insurance provided that such machinery is of a type similar to that described in the Schedule to this Section and that the Insured provides the Company with all relevant particulars within one calendar month of delivery of such machinery

whilst at the Premises occurring during the Period of Insurance from any sudden and unforeseen cause not hereinafter excluded in a manner necessitating repair or replacement.

### **B. EXTENSIONS**

The Company will also indemnify the Insured in respect of:

**Coolants & Lubricants:** the cost of renewal of cooling, lubricating or insulating oil, refrigerant or brine for the machinery as stated in the Schedule following identifiable damage thereto provided that such cost does not exceed 25 percent of the normal cost of repair or €585 (Lm251.14) whichever is the less.

### **C. LIMITS**

The amount payable in any one Period of Insurance is limited as follows:

1. in respect of any claim under A1- COVER – the corresponding sum insured as stated in the Schedule.
2. in respect of any claim under A2- COVER – a maximum of 10% of the sum insured as stated in the Schedule.
3. for any other claim under B – EXTENSIONS – the limit stated under the respective extension.

The amount payable in any one Period of Insurance is limited in respect of any one Item to the corresponding sum insured as stated in the Schedule to this Section.

### **D. DEFINITIONS**

**Basis of Indemnity** A - In cases where damage to an insured item can be repaired – the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the

repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in B below.

B - In cases where an insured item is destroyed – the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered only if specifically agreed by the Company in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable.

The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.

## **E. EXCLUSIONS**

This Section does not cover:

1. loss, destruction or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts.
2. loss, destruction or damage by any of the perils described in Section 1 – CONTENTS.
3. loss or damage due to water discharged or leaking from an installation of automatic sprinklers.

4. loss or damage due to the application of any tool or process during the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.
6. loss or damage arising out of the wilful act of gross negligence of the Insured or his representatives.
7. consequential losses of any kind.
8. loss or damage due to wear and tear and gradual deterioration by or naturally resulting from use or exposure or any gradually developing defects, flaws and /or fractures.
9. scratching or chipping of painting or polished surfaces.
10. loss of or damage to any machinery while such machinery is hired out by the Insured.
11. loss of or damage to any machinery during installation, erection, dismantlement, re-sitting, transportation or removal other than re-sitting, transportation or removal under its own power upon the site of operation.
12. loss or damage caused by any faults or defects existing at the time of commencement of this insurance within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not.

**SECTION 9 – PERSONAL ACCIDENT**

**A. COVER**

Bodily Injury sustained by an Insured Person and resulting from the following contingencies:

- 1. Death )
- 2. Total and irrevocable loss of sight )  
in one or both eyes )
- 3. Loss of one or both limbs )
- 4. Permanent and total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of such Bodily Injury prevents the person from following, engaging in or giving attention to his / her usual profession or occupation.
- 5. Temporary total disablement from engaging in or giving attention to his/her usual profession or occupation commencing within 52 weeks of Bodily Injury as aforesaid.

Occurring within 52 weeks  
of Bodily Injury as aforesaid.

**B. EXTENSIONS**

- (i) **Exposure Clause:** for the purposes of this section, the term Bodily Injury shall include death or disablement as a direct result of exposure to the elements.
- (ii) **Disappearance Clause:** it will be presumed that death has occurred if the Insured Person has been missing for 90 consecutive days and sufficient evidence is provided to support the conclusion that death was caused by an Accident. If at any time after the benefit has been paid, the Insured Person is found alive, such benefit shall be refunded to the Company.

**C. LIMITS**

The amount payable in respect of each contingency shall be limited to the amount payable as stated in the schedule under Section 9 – PERSONAL ACCIDENT

provided that:

- a) the Company shall be liable to make only one payment under contingencies 1,2,3 and 4 in respect of any one Insured Person resulting from an accident.
- b) the compensation under contingency 5 shall not be payable for more than 52 weeks in respect of any one injury calculated from the date of commencement of disablement up to the date the injured person has returned to profession or occupation.
- c) if and when benefit becomes payable under any one of contingencies 1 to 4, the weekly benefit being paid in connection with the same injury will cease.

- d) payment of a claim under any one of the contingencies 1 to 4 will end the cover in so far as it applies to the Insured Person concerned.
- e) weekly compensation under contingency 5 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Insured Person at intervals of not less than four weeks.

#### **D. DEFINITIONS**

- Insured Person: Such persons as named in the Schedule under Section 9 – PERSONAL ACCIDENT aged between 16 and 70 years.
- Bodily Injury: Injury caused by an accident.
- Accident: Accidental external violent and visible means which shall directly and independently of any other cause result in death or disablement.
- Loss of Limb: Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

#### **E. SPECIAL PROVISIONS**

1. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. An Insured Person, as often as required, shall submit to medical examinations on behalf of the Company at its own expense in respect of any alleged Bodily Injury. The Company shall in the event of the death of an Insured Person be entitled to have a post-mortem examination at its own expense.
2. If the Insured Person is not gainfully employed, the weekly benefit will only be paid if the Insured Person is necessarily confined to house, hospital or nursing home on the advice of a qualified medical practitioner.
3. Reasonable notice shall be given to the Company before interment, cremation or the holding of any inquest, enquiry or proceeding concerning the death or disappearance of an Insured Person.

#### **F. EXCLUSIONS**

This Section does not cover:

1. death or disablement caused or contributed to by any pre-existing physical or mental defect or disease or chronic recurring illness or any gradually operating cause.
2. the first 14 days of any period of disablement.
3. in respect of disablement arising from winter sports, amateur football or rugby injuries, a further 14 days deferment period applies in addition to the period stated in the schedule.

4. intentional self-injury, suicide or attempted suicide, or wilful exposure to danger (except in an attempt to save human life or save property belonging to the Insured or an Insured Person), or due to, contributed to, or accelerated by venereal infection.
5. flying or other aerial activities except while travelling in a fully licensed passenger carrying aircraft as a passenger not as pilot or aircrew nor for the purpose of undertaking any trade or technical operation in or on the aircraft.
6. accidents occurring while any Insured Person is:
  - a. engaged in motor cycling (whether as driver or passenger), mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, or pot-holing, hunting, or playing football for which remuneration is received, parachuting or sky diving.
  - b. engaged in or practising for speed or time trials, sprints, or racing of any kind (other than on foot or while swimming).
  - c. under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
7. pregnancy and/or childbirth.
8. any claim directly or indirectly caused by or contributed to by or arising from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.

## **SECTION 10 – LOSS OF INCOME**

### **A. COVER – ACCIDENTAL DAMAGE BASIS**

The Company will indemnify the Insured in respect of

1. Loss of Revenue and Additional Expenses
- and
2. Auditors Charges

incurred as a direct consequence of:

- a) accidental loss or damage for which the Company have admitted liability under Section 1 – CONTENTS or Section 2 – BUILDINGS.
- b) infectious or contagious disease manifested by any person whilst at the Premises or an outbreak of a notifiable human infectious or contagious disease in Malta.
- c) murder or suicide at the Premises.
- d) injury or illness sustained by any person arising from traceable to foreign or injurious matter in food or drink provided in the course of the Business.
- e) closing of the whole or part of the Premises by order of a competent public authority consequent upon vermin or pests or defects in the drains or other sanitary arrangements at the Premises.
- f) use of or access to the Premises being prevented or hindered by the destruction of or damage to property in their vicinity caused by any of the perils insured under Section 1 – CONTENTS or Section 2 – BUILDINGS.
- g) interruption of or interruption with the Business in consequence of loss or damage to or failure of property at the electricity station or sub-station, telephone exchange, gasworks, water-works or the public supply excluding the deliberate act of any electricity or gas supply authority or their employees or the exercise by any such authority of its power to withhold or restrict supply or failure of the electricity or gas supply due to strikes by or any withdrawal of labour by employees of any electricity or gas authority including property between the said Premises and insured property from which the Insured obtained electric current gas or water provided such failure lasts for at least 6 (six) hours.

provided that:

- i. any sum saved during the Indemnity Period on Business expenses which cease or reduce in consequence of the loss or damage shall be deducted from the amount payable.

- ii. The revenue paid or payable in respect of goods or services rendered elsewhere than at the Premises for the benefit of the Business shall be brought into account in arriving at the amount payable.

## **B. LIMITS**

The amount payable in any one Period of Insurance is limited as follows:

1. in respect of any claim under A1 – COVER – the corresponding sum insured as stated in the schedule.
2. in respect of any claim under A2 – COVER – 1% of the Sum Insured stated in the schedule or €2,400 (Lm1,030.32) whichever is the higher amount.

## **C. DEFINITIONS**

**Revenue:** The money paid or payable to the Insured in respect of goods sold or delivered and for services rendered in the course of the Business at the Premises less the net purchase price of such goods (adjusted for opening and closing stocks).

**Loss of Revenue:** The amount by which the Revenue during the Indemnity Period shall fall short of the Revenue which would otherwise have been received during the Indemnity Period.

**Additional Expenses:** The additional charges necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which would otherwise have been incurred during the Indemnity Period but not exceeding the amount of reduction in Revenue thereby avoided.

**Auditors Charges:** The reasonable charges payable by the Insured to their auditors or professional accountants for producing any particulars or details in the Insured's books of accounts or other Business books or documents as may be required by the Company under the terms of General Condition 9 of this Policy and for certifying that such particulars or details are in accordance with the Insured's books of account or other Business books or documents.

**Indemnity Period:** a) in respect of A – COVER 1 (a)  
the period beginning with the date of the occurrence of loss or damage from a peril insured under Section 1 – CONTENTS and/or Section 2 - BUILDINGS and ending not later than the last day of the period specified in the schedule to this section or such shorter period during which the results of the Business shall be affected in consequence of the loss or damage.

b) in respect of A – COVER 1(b) to (g)

the period beginning with the occurrence of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than 4 (four) months thereafter or such shorter period during

which the results of the Business shall be affected as a result of the incident or restriction.

#### **D. SPECIAL PROVISIONS**

1. The cover under this Section shall cease if:

- a. the Business be wound up or carried on by a liquidator or receiver or permanently discontinued
- b. the Insured's interest ceases otherwise than by death

at any time after the commencement of this insurance unless its continuation be admitted by memorandum signed by or on behalf of the Company.

2. In no case whatever shall the Company be liable in respect of any claim under this Section after the expiration of:

- a. one year from the end of the Indemnity Period or, if later,
- b. three months from the date on which payment shall have been made or liability admitted by the Company covering the loss damage or destruction giving rise to the said claim

unless the claim is subject to pending action or arbitration.

#### **E. EXCLUSIONS**

This Section does not cover:-

1. interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises;
2. corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss or weight pollution contamination change of colour flavour texture or finish action of light vermin insects marring or scratching;
3. theft except from a building and then only if there is violent or forcible entry to or exit from such building;
4. cracking fracturing collapse or overheating of boilers economizers vessels tubes or pipes nipple leakage or the failure of welds of boilers;
5. mechanical or electrical breakdown or derangement of machinery or equipment;
6. bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises are empty or disused;
7. coastal or river erosion;
8. subsidence ground heave or landslip;
9. normal settlement or bedding down of new structures;
10. wind rain hail frost snow flood sand or dust to movable property in the open or in open sided buildings or to fences and gates;

11. the freezing solidification or inadvertent escape of molten material;
12. damage to;-
- a) fixed glass;
  - b) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects;
  - c) electronic installations computers and data processing equipment;
  - d) property or structures in course of demolition construction or erection and materials or supplies in connection therewith;
  - e) plant, machinery or equipment during installation removal or resting (including dismantling and re-erection) if directly attributable to such operations;
  - f) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations or work being performed thereon;
  - g) land (including top-soil back-fill drainage or culverts) driveways pavements roads runway railway lines dams reservoirs canals rigs wells pipeline tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property;
  - h) livestock growing crops and trees;
13. damage caused by or arising from;-
- a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf;
  - b) cessation of work;
14. damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture

## **SECTION 11 – PUBLIC LIABILITY**

### **A. COVER**

The Company will indemnify the Insured in respect of all sums that the Insured shall become legally liable to pay as damages in respect of:

1. accidental Injury sustained by any person not being an Employee of the Insured
2. accidental loss or damage to tangible material property

occurring in Malta during the Period of Insurance in connection with the Business which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of Products.

3. In respect of a claim for damages to which the indemnity expressed in this Section applies, the Company will also indemnify the Insured against:
  - i. all costs and expenses of litigation recovered by any claimant from the Insured, incurred and recoverable in Malta, and
  - ii. all costs and expenses of litigation incurred with the written consent of the Company.

### **B. EXTENSIONS**

(i) **Indemnity to Personal Representatives:**

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured, indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Section in respect of liability incurred by the Insured, provided that such personal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this Section so far as they can apply.

(ii) **Indemnity to Principal:**

If any claim shall be made against the Principal with whom the Insured shall have entered into a contract, for injury, disease, loss or damage as within defined and the claim is one in respect of which if it were made against the Insured direct, he would be entitled to indemnity under this policy, then and in such case the Company will subject to the limits, terms and conditions of this policy indemnify the Principal against his legal liability for the claim, provided that:

- (a) the Company shall retain the sole conduct and control of the claim and
- (b) the Company shall not be liable to grant indemnity hereunder where the Principal has himself or by his Employees or agents been guilty of any negligence or other default.

## **C. LIMITS**

- a. The liability of the Company under this section for all damages payable in respect of or arising out of one occurrence or arising out of a series of occurrences consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity in the schedule pertaining to this section.

## **D. DEFINITIONS**

**Principal:** Any party (other than a director or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work but excluding the sale or supply of Products.

**Products:** All products pertaining to the Business sold or supplied from or repaired altered or treated in the Premises in connection with the Business and including containers, parts, components, accessories and materials of such products.

**Employee:** For the purpose of this section, Employee shall mean any individual under a contract (written or otherwise) of service or apprenticeship with the Insured and/or any other person acting as an employee whether or not the Insured has given notice of such employment to the competent public authorities, including such notice as is required to be given by fiscal and employment legislation.

**Business:** For the purpose of this Section, the term Business shall include canteens, sports, social, training, first aid and welfare activities and fire and ambulance services organised by or on behalf of the Insured including liability for food and drink supplied in connection therewith.

**Insured:** For the purposes of this Section, the term Insured shall include:

1. at the request of the Insured, any director or partner or employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this Section if the claim had been made against the Insured
2. in the event of death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured.

**Injury:** Bodily injury, sickness, disease, illness or nervous shock or any other physical or mental impairment or disorder including death resulting therefrom.

## **E. SPECIAL PROVISIONS**

The Insured shall comply with the provisions of any statutory laws or regulations relating to the inspection and maintenance of the lifts and power operated lifting equipment and shall remedy immediately any defects and comply with any recommendations made in any inspection reports issued under such laws or regulations.

Moreover, the Insured shall maintain in force an inspection and maintenance agreement with a qualified engineer and comply with any recommendations which may be made and supply copies of any reports to the Company if so required.

## F. EXCLUSIONS

This Section does not cover:

1. Injury, loss or damage caused by Products sold, supplied, repaired, serviced, maintained or manufactured by the Insured or by remedial professional or other treatment.
2. Injury, loss or damage caused by or in connection with any mechanically propelled or horse drawn vehicle, aircraft or watercraft, when liability devolves upon the Insured as the owner, driver, pilot or operator thereof as the person having it in his custody or control or by reason of such driver, pilot, operator or person being the Employee or agent of the Insured.
3. Injury sustained by any person who is under a contract of service or apprenticeship with the Insured when such injury or disease arises out of and in the course of his employment by the Insured.
4. Injury, loss or damage caused by any subcontractor or by any Employee of any subcontractor.
5. damage to land, buildings or other structures caused by subsidence or demolition or resulting from the weakening of or insufficient support to such land, buildings or structures or claims arising in consequence of such damage.
6. any liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.
7. liquidated damages or penalty clauses or fines or punitive or exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
8. loss of or damage to property:
  - (i) belonging to or in the custody or control of the Insured or of his Employees other than Employees' clothing and personal effects and buildings (including the contents) not owned or rented by the Insured but temporarily occupied for the purposes of repair or alteration thereof.
  - (ii) being that part of any property or building upon which the Insured or his employees are or have been operating.
  - (iii) caused directly or indirectly by explosion of steam boilers or pipes or vessels subject to steam pressure.

9. any liability arising out of or in connection with:
  - a. the exercise by the Insured, his partners, assistants, Employees or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications.
  - b. dispensing of any medicine.
  - c. any error or omission in any design, instruction, information, plan, formula, computer programme or specification given by or on behalf of the Insured for a fee or for which a fee is normally charged.
10. the amount of the Excess shown in the Schedule in respect of liability arising out of loss or damage to property.

Specimen

## **SECTION 12 – EMPLOYERS’ LIABILITY**

### **A. COVER**

The Company will indemnify the Insured in respect of:

1. all sums which the Insured shall become legally liable to pay as damages in respect of Injury sustained by any Employee of the Insured, and arising out of and in the course of his employment by the Insured occurring in Malta during the Period of Insurance in connection with the Business.
2. all legal costs and expenses of litigation recoverable by any claimant and all costs and expenses of litigation incurred with the written consent of the Company.

The Company will also in the event of the death of the Insured indemnify the Insured`s legal personal representatives in the terms of this section in respect of liability incurred by the Insured provided that such personal representatives shall, as though they were the Insured observe, fulfil and be subject to the terms of this Section in so far as they can apply.

### **B. LIMITS**

The liability of the Company under this Section for all damages and legal costs and expenses payable in respect of or arising out of any one occurrence and in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity in the Schedule pertaining to this Section.

For the purposes of this Section “any one occurrence” shall mean any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause.

### **C. DEFINITIONS**

Injury: Bodily injury, sickness, disease, illness, nervous shock or any other physical or mental impairment or disorder including death resulting therefrom.

Employee: For the purpose of this section, Employee shall mean any individual under a contract (written or otherwise) of service or apprenticeship with the Insured in regard to whom the Insured has given notice of such employment to the competent Public Authorities, including such notice as is required to be given by fiscal and employment legislation.

### **E. SPECIAL PROVISIONS**

1. Every notice or communication to be given or made under this Section shall be delivered in writing to the Company.
2. The Insured shall take reasonable precaution to prevent accidents and disease and shall comply with all statutory obligations.

3. In the event of any occurrence which may give rise to a claim under this Section, 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.
4. 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 its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion over the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
5. The first premium and all renewal premiums that may be accepted with regards to this Section are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to Employees during each Period of Insurance. The name of every Employee, together with the amount of wages, salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages, salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance.

#### **D. EXCLUSIONS**

This Section does not cover:

1. the Insured's liability to Employees of contractors of the Insured.
2. any liability of the Insured which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
4. any injury by accident or disease sustained outside Malta.
5. any liability of the Insured to pay compensation to an Employee or to the legal personal representatives or dependents of any Employee by virtue of any Workmen's Compensation or similar legislation .
6. penalty clauses or fines or punitive or exemplary or aggravated damages resulting from the multiplication of compensatory damages.