

# BUSINESS

PROTECT POLICY



**Gasamamo**  
INSURANCE

we're always there

# Business Protect Policy

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This is your GasanMamo Insurance Limited **Business Protect Policy**. It explains in detail your insurance protection. Please read it carefully and keep it in a safe place.

# Business Protect Policy

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 here on.

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 GasanMamo Insurance Ltd.**



**Julian J. Mamo**  
**Managing Director**

**GasanMamo Insurance Limited**  
Head Office: Msida Road, Gzira GZR1405, Malta

# General Definitions

The words listed below carry the same meaning wherever they appear in bold characters in the Policy and their meaning is not varied by a definition in a particular Section.

1. **Insured**  
Any company or partnership registered in **Malta** and described in the Schedule.
2. **Company**  
Gasamamo Insurance Limited.
3. **Business**  
The **Insured's** business, profession or occupation as stated in the Schedule.
4. **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**.
5. **Malta**  
The Republic of Malta.
6. **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.
7. **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 and 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 radio active contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

**4a. Cyber & Data Exclusion (LMA5401) Applicable only to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10:**

1. Any:

1.1. Cyber Loss;

1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Definitions

3. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
4. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
5. Cyber Incident means:
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
6. Computer System means:
  - 6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
7. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### 4b. Cyber & Data Exclusion (LMA5452) Applicable only to Sections 11 & 12

1. Any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.
2. Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover losses arising from legal liability of the **Insured** caused by or arising out of a CYBER ACT or a CYBER INCIDENT which result in bodily injury to third parties (other than mental injury, mental anguish or mental disease) or physical damage to third party property.
3. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this policy.

## Definitions

4. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.
5. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
6. CYBER INCIDENT means: a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
7. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.
8. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

### 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.

The terms of this General Exclusion are modified solely for Section 13, wherein an amended definition of war applies

### 7. **Seepage, pollution and 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.

### 8. **Transmissible spongiform encephalopathies (TSE)**

All claims for losses relating to actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeldt-Jakob disease (vCJD).

### 9. **Sanction Limitation and Exclusion Clause**

Any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its member states, the United Kingdom or the United States of America, or any of its states.

**10. Communicable Disease Exclusion (LMA5394)**

Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.



# 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. 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 in the event of 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 Placement**

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 expiry of the 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 1 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**.

# Section 1 - Contents

## A. Cover- Specified Perils

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

1. Fire, explosion, lightning, thunderbolt.
2. Aircraft and other aerial devices or articles dropped therefrom.
3. 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.
4. 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).
5. Storm, tempest or flood including overflow of the sea but excluding destruction or damage by frost, subsidence, landslide or ground heave.
6. Bursting or overflowing of water tanks, apparatus or pipes or accidental discharge or leakage from any automatic sprinkler installation.
7. Falling trees or parts of trees but excluding damage caused by the falling or lopping of trees or by tree roots.
8. Malicious persons or vandals.
9. Earthquake and volcanic eruption.
10. Theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means.
11. 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:

### 1. Removal of Debris

Costs incurred with the consent of the **Company** in removing debris destroyed or damaged up to an amount of €2,400.

### 2. Replacement of locks

Costs incurred as a result of the necessary replacement of locks at the **Premises** following theft (as described in peril (10) 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's** 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 any one occurrence.

### 3. 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.

#### 4. 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.

#### 5. 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 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

#### 1. 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.

#### 2. 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:

- a) 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.
- b) The property has been maintained in a good state of repair.
- c) Replacement is carried out without delay.
- d) No payment will be made until replacement has been carried out unless with the consent of the **Company**.
- e) 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**.

# Section 2 - Buildings

## A. Cover - Specified Perils

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

1. Fire, explosion, lightning, thunderbolt.
2. Aircraft and other aerial devices or articles dropped therefrom.
3. 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.
4. 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).
5. Storm, tempest or flood including overflow of the sea but excluding destruction or damage by frost, subsidence, landslide or ground heave.
6. Bursting or overflowing of water tanks apparatus or pipes (other than sprinkler installations).
7. Falling trees or parts of trees but excluding damage caused by the falling or lopping of trees or by tree roots.
8. Malicious persons or vandals other than theft or damage incurred in the course of theft.
9. Earthquake and volcanic eruption.
10. Theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means.

## B. Extensions

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

### 1. 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.

### 2. 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).

### 3. Compliance with Statutory Building Regulations

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

### 4. 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 percent 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

### 1. Buildings

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

### 2. 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:

- a) 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.
- b) The property has been maintained in a good state of repair.
- c) Replacement is carried out without delay.
- d) No payment will be made until replacement has been carried out unless with the consent of the **Company**.
- e) 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.

# 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

### 1. Equipment

Items of electronic nature and which are specified in the Schedule.

### 2. 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 repair or replacement with 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. 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:

1. 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.
2. Damage to fixed sanitary ware and fittings.
3. 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

### 1. Property

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

### 2. 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:
  - a) in securing loads;
  - b) to maintain in efficient condition all Vehicles and/or trailers;
  - c) to protect the property insured from all loss or damage;
  - d) 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 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

### 1. 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.

### 2. 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.

### 3. 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

1. 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 unless otherwise stated in the Schedule.
3. In respect of any one claim under Item 6 – a maximum limit of €235 any one person.
4. In respect of any one claim under Item 7 – a maximum limit of €585.

### C. Definitions

#### 1. 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.

## 2. 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   | Occurring within 52 weeks of Bodily Injury as aforesaid. |
| 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.  |  |

### B. Limits

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

|                      |               |
|----------------------|---------------|
| Contingencies 1 to 4 | €11,700       |
| Contingency 5        | €115 per week |

Provided that:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

## **C. Definitions**

### **1. Insured Person**

- a) the **Insured** or any director, partner or employee of the **Insured**;
- b) any person to whom the **Insured** has entrusted Money other than an employee of a professional security company or organisation;  
aged between 16 and 70 years.

### **2. Bodily Injury**

Injury caused by an Accident.

### **3. Accident**

Accidental external violent and visible means which shall directly and independently of any other cause result in death or disablement.

### **4. 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.

## **D. Special Provision**

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.

## **E. Exclusions**

This Section does not cover Bodily Injury arising elsewhere other than in **Malta**.

# 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:

### 1. Coolants and 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 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

### 1. 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   | Occurring within 52 weeks of Bodily Injury as aforesaid. |
| 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.  |  |

## B. Extensions

### 1. 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.

### 2. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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**

### **1. Insured Person**

Such persons as named in the Schedule under Section 9 – Personal Accident aged between 16 and 70 years.

### **2. Bodily Injury**

Injury caused by an accident.

### **3. Accident**

Accidental external violent and visible means which shall directly and independently of any other cause result in death or disablement.

### **4. 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. 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. 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 loss or damage for which the **Company** has admitted liability under Section 1 – Contents or Section 2 – Buildings.

## B. Optional Contingent Business Interruption Extensions

Subject to the **Insured** having paid the applicable additional premium, the **Company** will also indemnify the **Insured** in respect of Loss of Revenue and Additional Expenses and Auditors Charges incurred as a direct consequence of:

1. Murder or suicide occurring at the **Premises** provided the use of the **Premises** is restricted on the order or advice of the competent public authority.
2. Poisoning directly caused by the consumption of food or drink provided at the **Premises** provided the use of the **Premises** is restricted on the order or advice of the competent public authority.
3. 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**.
4. 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.

Provided that in respect of both A and B above:

- 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.

## C. Limits

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

1. In respect of any claim under A, the corresponding Total Sum Insured as stated in the Schedule.
2. In respect of any claim under B1 to B4 - Optional Contingent Business Interruption Extensions – 1% of the Total Sum Insured stated in the Schedule.

## D. Indemnity Period

1. In respect of 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.

2. In respect of B1 to B4 - Optional Contingent Business Interruption Extensions

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 weeks thereafter or such shorter period during which the results of the **Business** shall be affected as a result of the incident or restriction.

**E. Excess**

The **Excess** applicable is as follows:

1. In respect of any claim under A – the corresponding **Excess** as stated in the Schedule.
2. In respect of any claim under B1 to B4 - Optional Contingent Business Interruption Extensions - the first 48 hours of each and every loss or the **Excess** stated in the Schedule whichever is the higher amount.

**F. Definitions**

**1. 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).

**2. 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.

**3. 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.

**4. 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 10 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.

**G. 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 whatsoever 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.

# 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:
  - a) all costs and expenses of litigation recovered by any claimant from the Insured, incurred and recoverable in **Malta**, and;
  - b) all costs and expenses of litigation incurred with the written consent of the **Company**.

## B. Extensions

### 1. 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.

### 2. 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 the **Company**:

- a) shall retain the sole conduct and control of the claim, and;
- b) 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

1. 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**

### **1. 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.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. 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**.

### **6. 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**

1. 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.

2. 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.

3. 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.

#### 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:
  - a) 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;
  - b) being that part of any property or building upon which the **Insured** or his Employees are or have been operating;
  - c) 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.



# 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

### 1. Injury

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

### 2. 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.

## D. 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**.

#### **E. 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.

# Section 13 – Cyber

## A. Cover

The following are operative only if shown as 'Insured' in the Schedule:

### 1. Incident Response

The **Company** will pay on the **Insured's** behalf Incident Response Expenses incurred by the **Insured** with the **Company's** prior written consent, as a result of a Security Breach that is first discovered by the **Insured** and notified to the **Company** in writing during the **Period of Insurance**.

### 2. Restoration

The **Company** will indemnify the **Insured** in respect of Data Restoration Expenses incurred by the **Insured** with the **Company's** prior written consent, as a result of a Security Breach that is first discovered by the **Insured** and reported to the **Company** in writing during the **Period of Insurance**.

### 3. Business Interruption

The **Company** will indemnify the **Insured** in respect of Loss of Business Income incurred during the Period of Restoration due to:

- a) The **Insured's** inability to use the Insured's Data Assets that have been corrupted or encrypted and therefore cannot be utilised for their intended function for a period that exceeds the Waiting Period;
- b) The availability of the Insured's Computer Systems or Insured's Data Assets being impaired for a period that exceeds the Waiting Period;

as a direct result of a Security Breach that is first discovered by the **Insured** and reported to the **Company** in writing during the **Period of Insurance**.

## B. Limits

The liability of the **Company** under this Section for all amounts payable in any one **Period of Insurance** in respect of or arising out of one Loss Event or arising out of a series of Loss Events occurring during the **Period of Insurance** shall not exceed the Limit of Indemnity stated in the Schedule pertaining to this Section.

All Losses that arise out of a single Loss Event will be considered a single Loss Event for coverage under this Section, regardless of the number of Losses.

## C. Definitions

### 1. Breach Notice Law

any statute or regulation of any country, State, province or jurisdiction that requires notice to persons whose Personal Information has been affected by a Privacy Event.

### 2. Computer System

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### 3. **Cyber Operation**

the use of a Computer System by, at the direction of, or under the control of a State to:

- a) disrupt, deny access to or, degrade functionality of a Computer System, and/or
- b) copy, remove, manipulate deny access to or, destroy information in a Computer System.

### 4. **Data Assets**

any nonphysical, machine-readable information in digital form, including Programs.

### 5. **Data Restoration Expenses**

the reasonable fees, costs and expenses incurred by the **Insured** with the **Company's** prior written consent to restore access to the Insured's Data Assets, or to recover, restore, input, configure and/or replace the Insured's Data Assets, that have been corrupted, erased, encrypted, damaged or destroyed.

Data Restoration Expenses do not include:

- a) fees, costs and expenses incurred to re-perform any underlying work that result in the creation of the Data Assets, including any research and development;
- b) fees, costs and expenses incurred to replace Data Assets that are a material improvement or upgrade on the Data Assets that have been replaced;
- c) fees, costs and expenses incurred to recover, restore, configure and/or replace any physical parts or components of Insured's Computer System;
- d) fees, costs and expenses incurred to recover, restore, input, configure and/or replace Insured's Data Assets which were not subject to monthly back-up procedures at the time of the Security Breach; or
- e) the economic market value of any Data Assets that had been corrupted, deleted, encrypted, damaged or destroyed.

### 6. **Employee**

any individual in the **Insured's** service who is engaged and directed by the **Insured** in the ordinary course of the **Insured's** business, including past, present, future, part-time, seasonal, temporary, internship, volunteer, or leased employees. Employee does not include Senior Management.

### 7. **Extortion Event**

any credible threat to, or the use of any unauthorised or malicious code by a Third Party to destroy, corrupt, erase or encrypt Insured's Data Assets, or impair the availability of Insured's Computer System as an attempt to obtain any money, service or property from the **Insured**.

### 8. **Fixed Operating Expenses**

any operating expenses (including ordinary payroll) that must continue to be incurred and that cannot be reasonably avoided during the Period of Restoration.

### 9. **Incident Response Expenses**

- a) Investigation Expenses;
- b) reasonable and necessary costs incurred by the **Company** or by the **Insured** with the **Company's** prior written consent for:
  - i. The external legal advisors to determine the scope of the **Insured's** obligations and the action necessary to comply with applicable Breach Notice Law;
  - ii. Notifying individuals affected by a Privacy Event where notification is required under applicable Breach Notice Law; or:
  - iii. Notifying individuals affected or reasonably believed to be affected by a Privacy Event where the **Company** and the **Insured** agree that notification will mitigate the risk of significant financial, reputation or other harm to the individuals;

- iv. Providing services of a call centre for up to 90 days following issuance of notifications under (ii) above to take inbound calls from individuals that the **Insured** has notified under (ii) above and to provide information and assist in answering questions related to the Privacy Event; or
  - v. Providing individuals notified in (ii) above with the opportunity to redeem an offer contained in such notification to provide a credit monitoring product or an identity management product for a period of one year or any longer period if required by applicable law or regulation.
- c) reasonable and necessary costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, for an external public relations consultant to provide advice and assistance for the purpose of mitigating any likely harm or actual harm to the **Insured's** reputation.

#### **10. Increased Costs of Working**

the fees, costs and expenses that are reasonably and necessarily incurred by the **Insured** to avoid, minimise or reduce the amount of Loss of Business Income or Period of Restoration, but only where:

- a) Loss of Business Income would have been incurred but for such expenditure;
- b) the Increased Costs of Working do not exceed the proportion of Loss of Business Income that has been avoided or reduced as a direct result of such expenditure; and
- c) such fees, costs and expenses do not include Incident Response Expenses.

#### **11. Insured's Computer Systems**

a Computer System owned or leased by the **Insured** and under the **Insured's** direct operational control.

#### **12. Insured's Data Assets**

all Data Assets that are owned by the **Insured** or for which the **Insured** has assumed responsibility and that are stored on the Insured's Computer Systems.

#### **13. Investigation Expenses**

- a) the reasonable and necessary costs incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent, for external experts to determine: the existence or absence of, the cause of and the extent of a Security Breach.
- b) the reasonable costs of legal advisors to appoint, oversee and guide external security experts.

#### **14. Loss**

- a) Loss of Business Income,
- b) Data Restoration Expenses, and/or
- c) Incident Response Expenses.

#### **15. Loss of Business Income**

- a) Loss of Profit; plus Fixed Operating Expenses
- b) Increased Costs of Working

Both Loss of Profit and Fixed Operating Expenses will be reduced by the amount of any recovery of such loss represented by any net profit that is deferred and subsequently earned in a period following the Period of Restoration.

**16. Loss of Profit**

the amount of net profit before taxation that the **Insured** could reasonably have projected to be earned for goods sold and/or services rendered during the Period of Restoration, minus the amount of net profit before taxation that the **Insured** earned during the Period of Restoration. Such projection will be assessed by applying the same rate of net profit before taxation earned:

- a) during the same calendar period of the preceding financial year; or
- b) during the same time period immediately preceding the Period of Restoration; or
- c) during the same hours on the last business day preceding the Period of Restoration; or
- d) during the same hours on the last corresponding day of the week,

whichever is reasonably considered by the **Company** to be the most accurate measure of net profit before taxation that would have been earned but for the Period of Restoration having occurred. Further adjustment will be made where appropriate for seasonal variances, key earning dates and customer offers that may influence the amount of net profit before taxation that could have been earned during the Period of Restoration.

**17. Loss Event**

any Security Breach.

**18. Period of Restoration**

the period of time commencing from the first minute after expiration of the Waiting Period that:

- a) the Insured's Data Assets remain corrupted or encrypted; or
- b) the availability of Insured's Computer System or Insured's Data Assets remains impaired and ending at the time when the Loss of Business Income ceases to be incurred, but not exceeding ninety (90) consecutive days in total.

**19. Personal Information**

- a) any information from which an individual may be identified from, including but not limited to an individual's name, national identity number or national insurance number, medical or healthcare data or other protected health information, driver's licence number, state identification number, passport number, credit card number, debit card number, address, telephone number, email address, account number, or other information that a natural person can be identified or potentially identified from; and
- b) any other private personal information as defined under any local, state, federal or foreign law or regulation to be protected from unauthorised access, acquisition or public disclosure.

**20. Privacy Event**

any actual or suspected access, acquisition, disclosure, theft of Personal Information under the control of the **Insured** in a manner that is not authorised by the **Insured** or negligently authorised by the **Insured**.

**21. Program**

a set of information formulated to direct the operation and function of computers.

**22. Security Breach**

the unauthorised access to and/or use of Insured's Computer System or Insured's Data Assets by a Third Party or an Employee, including where access has been gained by using stolen authorised user credentials.

### 23. Senior Management

any person who holds or has previously held any of the following positions with the **Insured**: a member of the board of directors, executive officer, partner, president, risk manager, insurance manager, chief security officer, chief information security officer, general counsel, or that has held a position substantially similar in function to those described in this paragraph regardless of the title ascribed to that person or role.

### 24. State

any sovereign state.

### 25. Subsidiary

any legal entity where the **Insured**:

- a) at the inception of the Policy directly or indirectly owned at least fifty percent (50%) of the outstanding voting securities, partnership, or membership units; and/or has the right to elect or appoint the majority of the board of directors or persons to an equivalent management function;
- b) acquires or creates a legal entity during the **Period of Insurance**, but subject to the limitations and conditions set out in clause F.2.

### 26. Third Party

any person, company or other entity that is not the **Insured**.

### 27. Vendor

any legal entity or individual that has a written agreement with the **Insured** for the provision of products or services to the **Insured** in return for a financial consideration.

### 28. Waiting Period

the period of 12 hours that must be exceeded and applies to each and every Security Breach. The Waiting Period shall commence:

- a) at the first minute that the Insured's Data Assets are corrupted or encrypted; or
- b) at the first minute during which the availability of the Insured's Computer System or the **Insured's** digital assets is impaired.

### 29. War

armed conflict involving physical force:

- a) by a State against another State, or
- b) as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power whether war be declared or not.

## D. Exclusions

This Section does not cover, and the **Company** will have no liability for any Loss, or for the payment of any amounts resulting from, in connection with or indirectly arising from:

### 1. Business economic losses

- a) any trading losses, trading commissions or unauthorised trading in securities, commodities, derivatives, foreign or federal funds, currencies, foreign exchange, and the like;
- b) the value of coupons, price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

### 2. Dishonest acts

any dishonest, fraudulent, criminal, malicious act or omission, intentional breach of any duty, contract or law by Senior Management, or by the **Insured** with the knowledge of Senior Management.

**3. Electromagnetic**

any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

**4. Extortion event**

any actual or alleged Extortion Event, including the payment or provision of any money, service or property by the **Insured** to end any actual or alleged Extortion Event.

**5. Infrastructure**

any planned or unplanned failure or disruption to the availability, integrity or performance of:

- a) any mechanical infrastructure or services, or any other utility services including but not limited to electricity, gas, oil, and power stations;
- b) technology infrastructure including but not limited to: certificate authorities, content delivery network providers, domain name system service providers, internet exchange point providers, satellites, satellite network providers, timing services, and any transmission systems or services which support transfer of data between network termination points; unless under the **Insured's** direct operational control.

**6. Insolvency**

any insolvency, bankruptcy or financial default by the **Insured** or any Third Party.

**7. Physical hazard**

any natural, physical, meteorological, solar or seismic event including but not limited to fire, smoke, explosion, wind, flood, earthquake, volcanic activity, or solar storm.

**8. Prior acts**

any Loss Event first occurring prior to inception of the **Period of Insurance** that Senior Management knew, or should have reasonably known, could result in a Loss.

**9. Property damage**

any physical injury to, destruction of, or loss of use of any tangible property as a result of a Security Breach.

**10. War and Cyber Operation**

any loss, damage, liability, cost or expense of any kind:

- a) directly or indirectly arising from a War, and/or
- b) arising from a Cyber Operation.

Attribution of a Cyber Operation to a State

Notwithstanding the **Company's** burden of proof, which shall remain unchanged by this clause, in determining attribution of a Cyber Operation to a State, the **Insured** and the **Company** will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the State in which the Computer System affected by the Cyber Operation is physically located to another State or those acting at its direction or under its control.



## 11. Wear and tear

ordinary wear and tear, slow-down or gradual deterioration of the Insured's Computer Systems or the Insured's Data Assets.

## E. Warranties

It is a condition precedent to coverage under this Section that at all times during the **Period of Insurance** the **Insured** shall:

1. Maintain anti-virus software on any device that is part of the Insured's Computer System and routinely update the protection as reasonably necessary;
2. Maintain firewalls on any device that is part of the Insured's Computer System and connected to the internet; and
3. Subject the Insured's Data Assets to monthly back up procedures, and store these back-ups in a cloud environment or at an offsite location disconnected from the Insured's Computer System.

## F. Conditions

### 1. Notice of loss events

- a) The **Insured** shall give written notice to the **Company** as soon as practicable of a Loss Event.
- b) A Loss Event will be considered as reported to the **Company** when written notice is first received by the **Company**.
- c) All notifications under this Policy shall include the following information:
  - i. Specific details of the alleged Loss Event;
  - ii. Details of all parties involved including names and contact information;
  - iii. Details of potential Loss, or other amounts covered under this Policy;
  - iv. Such other information as the **Company** may require.
- d) The **Insured** must provide the **Company** with full assistance and all information deemed reasonably necessary to investigate any Security Breach;
- e) The **Insured** should not take any action that in any way increases the **Company's** exposure under this Policy;
- f) The **Insured** should assist in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** with respect to which insurance is afforded under this Policy; and
- g) Requests made under this Policy for the indemnification of Loss of Business Income and/or Data Restoration Expenses the **Insured** must be accompanied by a written, signed and sworn proof of loss for all known Loss of Business Income and/or Data Restoration Expenses. If the **Company** has not received such proof within six (6) months after expiry of this Policy or expiry of the Period of Restoration,

the **Company** will be discharged from all liability hereunder. Such proof of loss must include:

- i. a full narrative description, timing, relevant location, witness statements, expert reports, system logs, information or documents relevant to the consideration of the Loss Event;
- ii. the location, description and statement of the **Insured's** interest in the Data Assets and Computer Systems affected by the Loss Event; and
- iii. the amount of any claimed Loss of Business Income and/or Data Restoration Expenses, accompanied by a fully evidenced calculation.

**2. Acquired and created entities**

If, during the **Period of Insurance**, the **Insured** acquires or creates a legal entity then such legal entity shall be included as a Subsidiary, but only for a Loss Event that first occurs after the acquisition or creation of such legal entity and only if:

- a) the **Insured** owns greater than fifty per cent of the outstanding voting shares and/or the right to elect or appoint the majority of the board of directors; and
- b) the activities of the acquired or created legal entity are substantially similar to that of the **Insured**; and
- c) the **Insured** has provided the **Company** with written notice of the new entity within sixty days of the effective date of acquisition.

Where the newly acquired or created legal entity's revenues exceed 10% of the **Insured's** revenues in most recently published annual financial statements, that legal entity is not covered until the **Company** have provided written agreement and the **Insured** has agreed to pay any additional premium charged by the **Company**.

**3. Assignment**

The **Insured** may not assign this Policy or any of the **Insured's** rights under it without the **Company's** prior written consent.

**4. Other insurance**

The insurance under this Section will apply in excess of any other valid and collectible insurance available to the **Insured**, including any self-insured retention or deductible portion thereof.

**5. Territorial limits**

This insurance applies to Loss Events that occur anywhere in the world.

# Complaints Procedure

As a valued customer **you** are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes **you** may be dissatisfied with our service. To help **us** improve **we** would appreciate your honesty in telling **us** about your experience of our service – Your feedback will make all the difference.

## **What Should You do?**

Step 1: Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.

Step 2: If **you** remain dissatisfied or **you** feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405 giving us your policy or claim number in any correspondence.

Step 3: If, after making a complaint to **us**, **you** are still unhappy and feel the matter has not been resolved to your satisfaction **you** have the right to refer the matter to the Office of the Arbiter for Financial Services N/S in Regional Road, Msida MSD 1920, Malta or email on [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt).

Access to the Arbiter for Financial Services is only applicable in terms of the Act to a natural person or a micro-enterprise which employs fewer than 10 persons and whose annual turnover or annual balance sheet does not exceed €2,000,000.

## **Your Right to Legal Action**

Following these procedures will not affect your right to take legal action.

## **Telephone Monitoring**

For our joint protection, telephone calls may be recorded and/or monitored.

# Protection & Compensation Fund Regulations

Under the Protection and Compensation Fund Regulations, should the **Company** be unable to meet all its liabilities to policyholders, compensation may be available.

Further information may be obtained by visiting the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)



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**Branches:**

B'Kara • Gżira – Mellieha • Mosta • Mriehel • Paola • Hal Qormi • Rabat • Tas-Sliema • Valletta

GasamMamo Insurance Ltd is authorised under the Insurance Business Act and regulated by the MFSA

GMI/BP/0321/C