

PUBLIC LIABILITY INSURANCE POLICY

In consideration of the Insured name in the Schedule hereto paying to MAPFRE Middlesea p.l.c., hereinafter called the Company, the first premium mentioned in the said Schedule the Company agrees (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall so far as the nature of them will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) to indemnify the Insured against:

1. All Sums which the Insured shall become legally liable to pay for compensation in respect of

- a) accidental bodily injury to or illness of any person
- b) accidental loss of or damage to material property

occurring within the Situation of Risk shown in the Schedule during the continuance of this Policy and in connection with the Business

2. All costs and expenses of litigation

- a) recovered by any claimant against the Insured
- b) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies

Provided always that if the Company's maximum liability is less than any payment required to settle a claim made against the Insured or to satisfy any judgement against him then the Company's liability in respect of such costs and expenses shall be in the same proportion as the Company's maximum liability bears to that greater amount for which the Insured is legally liable.

On behalf of the Company



**MARTIN GALEA
CHAIRMAN**



**FELIPE NAVARRO
PRESIDENT &
CHIEF EXECUTIVE OFFICER**

Jurisdiction Clause

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a court within the Maltese Islands. Furthermore, the indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands

Exceptions

This Policy shall not apply to:

- 1.0 Liability assumed by the Insured under contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement.
- 2.0 Liability in respect of injury to any Employee of the Insured arising out of and in the course of the employment or engagement of such person by the Insured.
- 3.0 Liability in respect of loss of or damage to any property belonging to or in the custody, charge or control of the Insured.
- 4.0 Liability in respect of:
 - 4.1 loss of or damage to any goods or other property sold, supplied, installed or erected by the Insured
 - 4.2 all costs of or arising from the need for removal repair making good rectification or replacement of
 - i) any such goods or property of
 - ii) any defective work executed by the Insured
- 5.0 Liability in respect of injury loss or damage caused by or arising out of:
 - 5.1 the ownership, possession or use by or on behalf of the Insured of
 - i) any mechanically propelled vehicle or trailer attached thereto
 - i. whilst on any road within the meaning of the Motor Vehicle Insured (Third Party Risks) Ordinance Cap.104
 - ii. if such liability is insured by any other policy or is required by any road traffic legislation to be the subject of compulsory insurance or other security
 - ii) any locomotive aircraft hovercraft or watercraft (other than any hand-propelled boat or pontoon)
 - 5.2 any goods (including containers thereof) or other property sold, supplied, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's charge or control at the time such injury, loss or damage occurs

- 6.0 Liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 7.0 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 7.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 7.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 8.0 Liability in respect of injury to any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
- 9.0 Liability in respect of treatment or services rendered in a professional capacity
- 10.0 any liability of whatsoever nature caused by seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance
- 11.0 any liability directly or indirectly arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss
- 12.0 any liability for consequential, financial or economic loss unless this is as a direct result of loss or physical damage to material property or bodily injury (including death, disease or illness) to any person
- 13.0 any claims or losses directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

Definitions

- 1.0 Employee of the Insured shall mean
 - 1.1 any person under a contract of service or apprenticeship with the Insured
 - 1.2 any of the following persons whilst working for the Insured in connection with the Business
 - i) any labour master or labour only sub-contractor or person supplied by him
 - ii) any self-employed person providing labour only
 - iii) any person who is borrowed by or hire to the Insured
- 2.0 Injury shall include death or disease
- 3.0 Business shall include
 - 3.1 the provision and management of canteens, social sports or welfare organizations for the benefit of Employees of the Insured and the Insured's ambulance first aid and fire services
 - 3.2 the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured

Conditions

1.0 Observance and Fulfillment

The due observance and fulfillment of the terms and conditions of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

2.0 Precautions

The Insured shall take all reasonable precautions to prevent accidents, injury, loss or damage and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

3.0 Claims

3.1 in the event of occurrence which may give rise to a claim under this Policy the Insured or his legal personal representative shall as soon as possible notify the Company in writing and the Insured or his legal personal representative shall when required by the Company and will all reasonable dispatch furnish at his own expense such further particulars as the Company may require.

3.2 The Insured shall not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Company. The Company shall be entitled in the name of and on behalf of the Insured to take over and during such period as it thinks proper have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and the Insured shall give the Company all necessary assistance for the purpose.

3.3 The Company may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent upon or attributable to one source or original cause by the payment of the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) together with the amount of any legal costs to the date of such payment.

4.0 Alteration

If at any time anything shall occur or be done materially affecting the risk insured hereunder the Insured shall give immediate notice in writing to the Company.

5.0 Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses inc connection therewith.

6.0 Cancellation

a) The Insured may cancel this Policy at any time during its term. Any refund of premium will be worked out from the date we receive the Insured's cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, the Company will return part of the premium calculated on the Company's cancellation rates for the unexpired period of insurance less any long-term discount on premiums granted.

- b) The Company shall not be bound to offer or accept any renewal of this Policy and may at any time give seven days notice of cancellation of cover to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition No. 7.0

7.0 Adjustment

If the premium for this Policy has been calculated on estimated furnished by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. Within one month of the expiry of each Period of Insurance the Insured shall supply such particulars as the Company may require to enable it to calculate the adjusted premium for the period and the Insured shall pay additional premium or be entitled to rebate of premium as the case may be.

8.0 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

9.0 Definitions

This Policy and the Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever they may appear.

10.0 Communications

Every notice and other communication to the Company required by these Conditions must be written or printed.

11.0 Limit of Indemnity

The limit of indemnity payable by the Company under this Policy shall not exceed the amount stated in the Schedule.