



Combined Liability Policy

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We welcome you as a Policyholder of Argus Insurance Company (Europe) Limited, Malta Branch. We are a locally incorporated Branch associated with the Argus Insurance Group offering you an extensive insurance service. Please read this Policy Booklet together with your Schedule. These set out the cover you have chosen, plus any limits that apply. If you are not satisfied with the details or the policy does not cover your needs, please return the Schedule to your insurance adviser. Argus Insurance Company (Europe) Limited has its origins on the Rock of Gibraltar, dating back to 1841, and is fully licensed to act as an Insurance Company by the Gibraltar Financial Services Commission (GFSC), Number FSC00027B. Argus Insurance Company (Europe) Limited, is a registered company in Gibraltar bearing Company number 01862 and holds its registered office at Regal House, Queensway, Gibraltar.

Argus Insurance Company (Europe) Limited

may be contacted at:

Unit G.04 West One,
Europort Road, Gibraltar
Telephone: (+350) 200 79520
Fax: (+350) 200 70942

The Malta Branch of Argus Insurance Company (Europe) Limited No. OC 1216 is registered in Malta and licensed by the Malta Financial Services Authority (MFSA) to act as a third country branch of Argus Insurance Company (Europe) Limited, registered in Gibraltar No. 01862, licensed by the Gibraltar Financial Services Commission.

ON RECEIPT OF YOUR POLICY

To ensure that your Policy gives you the protection you need we recommend that you read it carefully and return it immediately if not in accordance with your requirements. The Policy Schedule specifies the Sections and sums insured you have selected; it is your evidence of insurance and may be required in the event of a claim. Remember also that even adequate insurance does not compensate completely for the worry and inconvenience which usually follow loss or accident. Please therefore take reasonable precautions. If you decide within 14 days of receipt that you do not wish to accept this Policy, return it and provided no claims have been made we will refund the premium.

OPERATION OF COVER

A proposal having been made to the Company and the Insured having paid or agreed to pay the premium the Company will by payment or at its option by repair reinstatement or replacement indemnify or compensate the Insured in the terms of this policy while the Insured is engaged in the business during the Period of Insurance and any subsequent period for which a further premium is accepted by the Company.

Signed on behalf of the Company.



Alex Bonavia - Managing Director P & C

Argus Insurance Company (Europe) Limited

IMPORTANT: In the event of any occurrence likely to result in a claim under this insurance please contact Your local representative at the following address:

Argus Insurance Company (Europe) Limited

Trident Park, 8B Level 5, Notabile Gardens,
Mdina Road, Central Business District Zone 2,
Birkirkara CBD 2010, Malta
Tel: +356 2342 2000 Fax: +356 2342 2190
claims@argus.mt www.argus.mt

DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the General Data Protection EU 2016/679 together with other laws which relate to privacy and electronic communications. In this clause, we refer to these laws as Data Protection Law”

During the course of our engagement with you it will be necessary for you to disclose certain personal data to us in order that we provide our services to you and to enable us to discharge the services agreed, to comply with related legal and regulatory obligations for other related purposes including updating and enhancing clients records and analysis for management purposes. This will require us to obtain, use, disclose and otherwise process personal data about you and, if applicable, your organisation, its shareholders members and/or officers and employees.

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandate by law, it is in your legitimate interest (and does not override your policy, and/or if you give us your consent. Our Privacy Notice (which can also be accessed at www.argus.com.mt) or provide to you in hard copy upon request, explains how we process personal data. In providing our services we act as an independent data controller and are, therefore responsible for complying with Data Protection Law in respect of any personal data we process. You are responsible for complying with Data Protection Law in respect of the personal data you process and, accordingly, where you disclose personal data to us you confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary you have obtained lawful consent from others for you to pass on their personal data to us, to the Argus Group and third-parties to whom we disclose personal data (and for the Argus Group and said third-parties to share the personal data with us), and otherwise it does not contravene Data Protection Law. Noting within this document relieves you of your own direct responsibilities and liabilities under Data Protection Law Terms used in this clause bear the same meanings as are described to them in Data Protection Law. This clause does not apply to the extent that we act as a data processor for you I which case specific data protection instructions are to be signed between us.

Basis Data Protection information

Controller: Argus Insurance Company (Europe) Limited, Malta Branch

Purpose: Management of Insurance Agreement, creation of profiles for suitable enforcement of the insurance agreement, integral and centralised management of the relation with Argus Group and delivery of information and advertising on ARGUS Group, and delivery of information and advertising on Argus Group products and services.

Recipients: Data may be communicated to third parties and/or data transfers may be made to third-party countries in the terms stipulated in the Additional Information.

Rights: You can exercise your rights of access, rectification, removal, limitations, objection and transferability, specified in the Additional Data Protection Information.

Section A - Employers' Liability

INSURANCE

Argus Insurance Company (Europe) Limited hereinafter referred to as the Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee caused within the Geographical Limits during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business specified in the Schedule. The Company will in addition pay all other costs and expenses incurred with its written consent.

LIMITS OF INDEMNITY

The total amount payable by the Company for damages and all costs and expenses in respect of

- (a) 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 shall not exceed the Limit of Indemnity shown in the Schedule, irrespective of the number of Employees who may sustain Injury consequent on or attributable to the same source or original cause.
- (b) all Injury caused during any one Period of Insurance, irrespective of the number of Employees who may sustain Injury, shall not exceed the Aggregate Limit of Indemnity corresponding to the Period of Insurance.

For the purpose of establishing the total amount payable by the Company in respect of one Period of Insurance, it is understood that for any claim where Injury is caused during a period which extends outside such Period of Insurance, the amount of damages, costs and expenses indemnifiable arising out of such a claim shall be limited to not more than the proportion of the total amount of damages, costs and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such Injury is caused.

DEFINITIONS

1. Employee shall mean any individual under a contract 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.
2. Geographical Limits shall mean
 - (a) The Territory defined in the Schedule
 - (b) elsewhere in the world but only in respect of Employees away temporarily from the Territory in connection with the Business of the Insured.

3. Injury shall mean bodily injury, disease, illness or any other physical or mental impairment or disorder
4. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

EXCEPTIONS

The Company shall not be liable in respect of

1. the Insured's liability to Employees of contractors of the Insured.
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such 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. penalty clauses or fines or punitive or exemplary or aggravated damages resulting from the multiplication or compensatory damages.
5. any liability of the Insured to pay compensation to an Employee or to the legal personal representatives or dependants of an Employee by virtue of any legislation providing for workmen's compensation
6. any injury by accident or disease sustained outside Malta.
7. This Policy does not indemnify the Insured in respect of liability within the terms of any collective agreement or of any legal notice issued under the Employment and Industrial Relations Act 2002 for payment of wages during the actual discharge of their duty.
8. It is hereby understood and agreed that this insurance shall not apply to and does not cover 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

EXTENSIONS

The following Extensions apply to and form part of this policy:-

ARG - EL (EXT) 001 - Insured's Representatives

In the event of the death of the Insured and subject to the Limits of Indemnity in this Policy, the Company will indemnify the legal personal representatives of the Insured in respect of liability incurred by the Insured, provided that such personal representatives shall as though the Insured be subject to the terms of this Policy so far as they can apply.

ARG - EL (EXT) 002 - Compensation for Court Awards

In the event of any director, partner or employee of the Insured attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to Indemnity under this Policy the Company will provide compensation at the following rates for each day on which attendance is required:

1. any director or partner € 200 per day
2. any employee € 100 per day

Subject to a maximum aggregate limit in the Policy period of € 2,000

ARG - EL (EXT) 003 - Employee to Employee Liability

It is hereby understood and agreed that in the event of a claim being made by an Employee against any fellow-employee in respect of injury arising out of an in the course of the employment of such employee and fellow-employee in the business, resulting from the fault or negligence of such fellow-employee, the company will in so far as concerns such claim, at the request of the Insured, treat such fellow-employee under this Section - Employers Liability as though he or she were "the Insured" provided that:

- such fellow-employee shall observe, fulfill and be subject to the terms of the policy, in so far as they can apply
- if at the time of an accident or claim there is (or but for the existence of this policy would be) any other insurance in force in favour of or on behalf of such fellow-employee to such accident or claim, the Company shall not be liable under this policy to indemnify such fellow-employee except in so far as concerns any excess beyond the amount which would have been payable under such policy had this policy not been effected.

ARG - EL (EXT) 004 - Definition of Business Restated

It is hereby understood and agreed that the term "the business" in the general schedule shall include;

- (a) the provision and management of canteen, sports, social or welfare organizations for the benefit of employees and fire security, first aid and medical ambulance services
- (b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- (c) the ownership, maintenance and repair of such premises

ARG - EL (EXT) 005 - Working Directors

It is hereby understood and agreed that in respect of any bodily injury by any working director proprietor arising out of and in the course of his employment whilst working in the business of the Insured and caused by negligence of another director or employee (hereinafter call "the other part") the Insurer will subject to the terms, exceptions and conditions of the Policy indemnify the other part against all liabilities at law arising out of bodily injury to the working director.

ARG - EL (EXT) 006 - Employees Travelling Abroad

It is hereby understood and agreed that the Indemnity under this section extends to indemnify the Insured for injury sustained by Employees of the Insured engaged in overseas business trips including those attending study courses and work training courses.

ARG - EL (EXT) 007 - Employees Personal Effects

It is hereby understood and agreed that this policy is extended to cover employees' personal effects up to a limit of € 1,000 any one accident and in the aggregate.

ARG - EL (EXT) 008 - Waiver and Indemnity Clause in favour of Landlord

It is agreed and understood that the Company shall waive all rights of subrogation arising out of any liability indemnifiable under this Policy which the Company may have against the landlord including their Officers, Directors, Agents, Servants and Employees.

ARG - EL (EXT) 009 - Indemnity to Principals, Directors, Partners, Officers, Agents and Employees.

It is hereby understood and agreed that where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the Principal, Directors, Partners, Officers and Employees in like manner to the Insured in respect of their liability arising in performance of the work by the Insured.

ARG - EL (EXT) 010 - Indemnity to First Aid and Medical Teams

It is hereby understood and agreed that notwithstanding anything contained to the contrary this Section - Employers' Liability is extended to indemnify any person under a contract a service or apprenticeship with the Insured whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with the Insured resulting from treatments given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

SUPPLEMENTARY EXTENSIONS

In consideration of an additional premium paid hereon the following extension shall apply only if they are specifically noted on the Policy Schedule.

ARG - EL (SUP) 001 - EIRA Extension

It is hereby understood and agreed that notwithstanding anything contained in this Policy to the contrary this Policy is extended to indemnify the Insured in respect of liability within the terms of the Employment and Industrial Relations Act 2002 for payment of wages during injury leave to Employees in respect of Injury caused during the Period of Insurance during the actual discharge of their duty.

Provided that:

- (a) The full amount of any injury benefit entitlement under the terms of the Social Security Act 1987 (or any subsequent replacement act) shall be deducted from any such payment.
- (b) Payments shall not be made in respect of the number of days of incapacity stated on the Schedule of the Policy.
- (c) Payments shall not apply beyond the first twelve calendar months of incapacity.
- (d) For the purposes of this extension, 'recognised conditions of employment' as defined under The Employment and Industrial Relations Act 2002 shall only include those conditions prescribed in a national standard order as defined in the said law. The Injury is not due to contributory negligence on the part of the Employee or contravention by him of any safety rules laid down by the management.

ARG - EL (SUP) 002 - Sub-Contracted / Seconded Employees Extension

It is hereby understood and agreed that Definition No.1 as outlined above is deemed to be cancelled and replaced by the following:

Employee shall mean any individual under a contract of or for 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.

It shall include:

- Self-employed persons when working for the Insured in connection with the Insured's Business. The registration of such self-employed persons with the competent public authority satisfies the requirement of notification of employment by the Insured to the competent public authority
- Persons working for the Insured in connection with the Insured's Business and who have been seconded from other companies or entities which have themselves given the relative notice of employment to the competent public authority.

Section B - Public Liability

INDEMNITY

The Company will indemnify the Insured against liability at law for damages and claimant's cost and expenses in respect of

- a) accidental Injury to persons
- b) accidental damage to tangible property

happening within the Geographical Limits during any Period of Insurance in connection with the Business / Occupation of the Insured.

LIMIT OF INDEMNITY

The total amount payable by the Company for damages and claimant's costs and expenses respect of

- (a) one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause
- (b) any one Period of Insurance for all claims in respect of releases (including discharge dispersal seepage migration and escape) of Pollutants which commenced during such Period of Insurance shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to Indemnity under this Policy.

For the purpose of establishing the total amount payable by the Company in respect of one Period of Insurance it is understood that any releases of Pollutants consequent on or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) shall be considered as one release.

The Company will in addition pay all costs and expenses incurred with its written consent.

DEFINITIONS

1. Business shall include
 - (a) the ownership repair and maintenance of the Insured's own property
 - (b) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees and first aid fire and ambulance services

2. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto
3. Employee shall mean any
 - (a) person under contract of service or apprenticeship with the Insured
 - (b) person hired to or borrowed by the Insured
 - (c) self-employed person
 - (d) person employed by labour only sub-contractors whilst working for the Insured in connection with the business
4. Geographical Limits shall mean
 - (a) the Territory defined in the Schedule
 - (b) elsewhere in the world but only in respect of Injury or Damage which arises out of the activities of a person whose normal place of residence is in Territory but is away for a short time in connection with the business / occupation of the Insured
5. Injury shall mean bodily injury disease or illness including death resulting therefrom
6. Pollutant's shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.
7. Products shall mean all goods or products supplied (including those supplied as part of any service rendered or contract work executed) by the Insured together with containers packaging and instructions supplied therewith.
8. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefore.

EXCLUSIONS

This Company shall not be liable in respect of

1. Injury or damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or water-borne craft.
2. Injury to any Employee or any claim arising under any Workmen's Compensation law.

3. Damage to
 - a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support .
 - b) property owned leased rented or occupied by the Insured
 - c) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business / Occupation
 - d) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
5. claims arising out of a breach of the duty owed in a professional capacity by the Insured
6. claims arising out of advice design formula or specification provided for a fee
7. Injury or Damage directly or indirectly caused by or arising out of pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of pollutants which commences during any period of Insurance and is
 - a) detected within 7 days of its commencement
and
 - b) reported to the Company within 7 days of its being detected For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series
8. claims damages costs and expenses arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligations arises out of such ownership occupancy use or control by the Insured
9. claims arising out of Products supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees
10. the cost of recalling any defective or potentially defective Product supplied

11. Fines Penalties and Punitive exemplary Aggravated or Liquidated Damages
12. Any claims occurring within the confines of an Airport and shall also exclude any airside risks.
13. For mental injury or fear of suffering bodily injury death disease or illness arising out actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Material.
14. For the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Material.

EXTENSIONS

The following extensions apply to and form part of this policy.

ARG - PL (EXT) 001 - Representation

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if as separate Policy has been issued to each

1. the personal representatives of the Insured in respect of liability incurred by the Insured
2. if the Insured so requests
 - a) any Principal for whom the Insured is carrying out work in connection with the business / occupation
 - b) any director or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - c) the officers committees and members of the Insured's canteen social sports and welfare organisations and first air fire and ambulance services in their respective capacities as such each of which shall as though the Insured be subject to the terms of this Policy so far as they can apply.

ARG - PL (EXT) 002 - Cross Liability Clause

Each of the parties named as an Insured shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate Policy had been issued to each other.

ARG - PL (EXT) 003 - Loading and Unloading of Motor Vehicles

This Policy is extended to cover legal liability in connection with injury or damage as within defined arising during the act of loading and / or unloading a motor vehicle/s or the bringing to or taking away of a load from such vehicle/s.

Provided that the liability of the Company by this extension shall not exceed the Limit of Indemnity described in the Schedule of this Policy, or as may be amended by subsequent endorsement.

ARG - PL (EXT) 004 - Indemnity to Principal

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

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

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.

ARG - PL (EXT) 005 - Fairs, Exhibitions, Promotional Activities, Conferences, Seminars and the like

It is hereby declared and agreed that the policy is deemed to be extended to cover the Insured's legal liability arising out of the Insured's participation in fairs, exhibitions, promotional activities, conferences, seminars and the like within the Maltese Islands including transits, loading and unloading activities.

ARG - PL (EXT) 006 - Signs and Billboards

It is hereby declared and agreed that the policy is deemed to be extended to cover the Insured's legal liability arising in connection with advertising or promotional property (e.g. billboards) located anywhere within the Maltese Islands.

ARG - PL (EXT) 007 - Employees Clothing and Personal Effects

Notwithstanding anything contained to the contrary it is hereby noted and agreed that the Indemnity granted under this Policy extends to include Employees Clothing and Personal Effects limited to € 1,000 in respect of any one occurrence or number of occurrences during any one Period of Insurance.

ARG - PL (EXT) 008 - Compensation for Court Attendance

In the event of any director, partner or employee of the Insured attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to Indemnity under this Policy the Company will provide compensation at the following rates for each day on which attendance is required:

1. any director or partner € 200 per day
2. any employee € 100 per day

Subject to a maximum aggregate limit in the Policy period of € 2,000

SUPPLEMENTARY EXTENSIONS

In consideration of an additional premium paid hereon the following extension shall apply only if they are specifically noted on the Policy Schedule.

ARG - PL (SUP) 001 - Tool of Trade

It is hereby understood and agreed that Exception No 1.so far as mechanically propelled vehicles are concerned shall not apply to the use of the plant owned, leased or rented by or in the custody of the Insured or for which the Insured is responsible and specified in the Schedule of this policy whilst on site, or at the Premises of the Insured except where indemnity is provided by any contract of motor insurance or where Insurance or security is required by law.

ARG - PL (SUP) 002 - Extended Motor Liability

It is hereby understood and agreed that Exception No 1.so far as mechanically propelled vehicles are concerned shall not apply to the use of the plant specified in the Schedule on site, at the Premises of the Insured or up to a maximum 100 metres from these premises except where indemnity is provided by any contract of motor insurance or where insurance or security is required by law.

ARG - PL (SUP) 003 - Food and Drink

This policy is extended to include liability for injury as within defined caused by food or beverages sold or supplied by the Insured at or from the premises. Provided that the liability of the Company by this Extension shall not exceed the limit of indemnity described in the schedule of this policy, or as may be amended by subsequent endorsements.

ARG - PL (SUP) 004 - Work Away - No Fire Risk

It is hereby declared and agreed that this Policy is extended to cover the liability at law of the Insured in respect of work connected with the business being carried out by the Insured away from the Premises described in the Schedule within the Maltese Islands. It is also hereby declared and agreed that notwithstanding anything contained in the policy to the contrary, this policy covers the legal liability of the insured for claims arising out of the destruction, loss or damage to premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon.

ARG - PL (SUP) 005 - Work Away - Fire Risk

It is a condition precedent to liability that in respect of the application of heat away from the Insured's own premises and involving a naked flame or an open heat source the undernoted precautions will be complied with on each occasion.

- (a) The area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out. A safe distance shall be not less than fifteen metres when welding or cutting operations are carried out.

Where such precautions are impracticable such material will be covered with non-combustible blankets or screens or similar protective equipment. Combustible parts of premises will be similarly protected.

- (b) A ten litre (two-gallon) capacity fire extinguisher of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work and available for immediate use.
- (c) Equipment will be lit or switched on as short a time as possible before use and extinguished immediately after use.
- (d) Equipment which is lit or switched-on will not be left unattended.
- (e) A thorough examination for any signs of combustion will be made within or below the area in which worked has been undertaken half an hour after the termination of each period of work.

ARG - PL (SUP) 006 - Property in the Care, Custody and Control

Notwithstanding anything contained in the policy to the contrary it is hereby declared and agreed that the policy is extended to cover the Insured's legal liability arising from loss of or damage to property in the care, custody or control of the Insured consisting of:

- (a) Property belonging to or in the care, custody or control of employees of the Insured.
- (b) Property belonging to or in the care, custody or control of guests, customers or visitors of the Insured whilst in or about the premises.
- (c) Premises (and fixtures and fittings thereof) temporarily occupied by the Insured for the purposes of work therein and thereon.
- (d) Premises (and fixture and fittings thereof) leased or rented to the Insured provided that the Insurers shall not be liable for liabilities assumed by the Insured under a tenancy or other agreement and which would not have attached in the absence of such agreement.

ARG - PL (SUP) 007 - Motor Contingency

Notwithstanding Exclusion 1A the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the business/occupation by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured.

The Indemnity will not apply to legal liability.

- a) Loss of or damage to any such vehicle or to property conveyed therein or thereon.
- b) Any liability while such vehicle is being.
 - (i) driven by the Insured;
 - (ii) driven with the general consent of the Insured or the Insured's representatives by any person who to the knowledge of the Insured or such representatives does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such licence;
 - (iii) in respect of which the Insured is entitled to indemnity under any other Insurance.
 - (iv) used elsewhere than in the Maltese Islands.

ARG - PL (SUP) 008 - Inclusion of Products Liability

It is hereby noted that notwithstanding Exceptions 5(a) and 5(d) the Policy is extended as follows The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- a) accidental Injury to persons
- b) accidental Damage to property

happening during any Period of Insurance anywhere in the world due or alleged to be due to Products supplies by the Insured.

The liability of the Company under this Extension for damages and claimant's costs and expenses in respect of

- a) one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified on the Schedule.
- b) any one Period of Insurance for all claims where the accidental Injury and/or accidental Damage happens during such Period of Insurance shall not exceed the Limit of Indemnity specified on the Schedule.

Provided that the Company shall not be liable under this Memorandum in respect of

- a) the loss of use of or the cost of repairing reconditioning or replacing (including demolition breaking out dismantling delivery rebuilding supply and installation in connection therewith) any Product giving rise to a claim.
- b) Damage to any Product supplied by the Insured where such Damage is due to any defect therein or the unsuitability thereof.
- c) the cost of recalling any defective or potentially defective Product supplied advice.
- d) any claim arising out of advice, design, or provided for a fee specification.
- e) any judgment delivered by or obtained from a court in any country outside Malta in which the Insured is represented by or through any branch or subsidiary or associated company or companies or by an employee domiciled in such country or by a company or individual holding the Insured" power of attorney. Furthermore the Company shall not be liable in respect of judgment or order obtained in Malta for the enforcement of a judgment obtained in such other country.

Interpretation

For the purpose of this Extension Products shall be deemed to mean all products or range of products supplied by the Insured as notified to and accepted in writing by the Company for the purposes of this insurance together with containers packaging and instructions therewith.

SPECIAL CONDITIONS

The following shall apply only if they are specifically noted on the Policy Schedule.

ARG - PL (SC) 001 - LIFTING APPLIANCES AND TOWER CRANES

It is hereby noted and agreed that all Lifting Appliances and Tower Cranes shall;

- (1) be certified annually by a mechanical engineer having a warrant to practice his profession and approved by the Company, the certificate giving due regard to;
 - the maximum safe working load;
 - safe working loads at different radii if applicable;
 - the conditions of use under which the maximum or variable safe working load can be lifted or lowered
- (2) be clearly marked at a conspicuous place with the maximum safe working load;
- (3) be fitted with a load radius indicator and an automatic safe load indicator or other effective means to indicate clearly to the driver each maximum safe working load and the conditions under which it is applicable;
- (4) be adequately and securely supported; the weight - bearing characteristics of the ground on which the lifting appliances are to operate shall be surveyed in advance of use by Company approved Architect and account should be taken of seasonal variations in ground conditions;
- (5) to be erected by competent persons, if applicable;
- (6) be examined by a Company approved mechanical engineer;
 - before erection on site;
 - one week, after erection on site;
 - after any substantial alteration or repair.
- (7) be equipped with devices that prevent the load from over-running and from moving if the power fails;

- (8) be operated by workers who;
 - are over 21 years of age;
 - have been medically examined and certified fit to operate a lifting appliance and / or tower crane; have received appropriate and adequate training which shall be repeated periodically.
- (9) not to be loaded beyond its safe working load or loads;
- (10) be removed of their loads and their telescopic jibs drawn and brought to a horizontal position whenever unattended;
- (11) be operated on gradients within limits specified by the manufacturers and should only be erected at a safe distance from excavations and ditches;
- (12) be sited where there is clear space available for erection, operation and dismantling.
- (13) as far as practicable, be sited so that loads do not have to be handled over occupied premises, over public thoroughfares, other construction works or near power cables.

ARG - PL (SC) 002 - Consequential Loss Exclusion

It is hereby noted and agreed that the Indemnity granted under this Section excludes any consequential loss however arising.

ARG - PL (SC) 003 - Liability arising from Maintenance

Notwithstanding anything contained to the contrary under this Section - Public Liability the indemnity granted by this policy extends to cover liability arising in connection with any operations of maintenance, refurbishment, alterations and extensions but excluding any civil work and structural alterations of any kind being carried out at the premises as noted in the general schedule.

ARG - PL (SC) 004 - Contractors and Sub-Contractors

Notwithstanding anything contained to the contrary under this Section - Public Liability the indemnity granted by this policy extends to cover liability towards and arising out of the use of contractors, sub-contractors and their employees contracted as outsourced services providers and for which the Insured is found responsible.

ARG - PL (SC) 005 - Car Parks

It is hereby noted and agreed that Vehicles (including spare parts and accessories thereon) left in any garage or parking place belonging to or under the control of the Insured shall not be deemed to be Property held in trust by or in the custody or control of the Insured.

Provided that such garage or parking area is not used by the Insured for any motor trade purpose. Provided further that the maximum limit any one claim or a series of claims during any one Period of Insurance shall be limited to € 10,000 and an Excess of € 500 shall apply in respect of Damage caused to such vehicles.

ARG - PL (SC) 006 - Cloakrooms

It is hereby noted and agreed that Property in any cloakroom provided by the Insured shall not be deemed to be Property held in trust by or in the custody or control of the Insured

Provided that

- (a) the liability of the Company in respect of any one article shall not exceed € 250
- (b) such cloakroom shall be securely locked when unattended and the key thereof kept in the custody of a trustworthy person appointed by the Insured.
- (c) the maximum limit any one claim or a series of claims during any one Period of Insurance shall not exceed € 5,000 and an Excess of € 150 shall apply in respect of Damage to the Property of any one guest or customer.

ARG - PL (SC) 007 - Underground Services

The Company shall not be liable in respect of Damage to underground services (such as water, gas or sewage pipes or electricity or telephone cables) unless the Insured immediately prior to each day's excavation work has established the exact position of such services.

The liability of the Company shall in any case be limited to the cost of repair replacement or reinstatement of the property damaged and shall exclude any consequential loss suffered by any third party as a result of loss or damage to underground services.

The maximum limit under this extension shall be limited to € 100,000 and one accident and excess of 10% of the loss minimum € 5,000 is applicable in respect of each and every loss.

ARG - PL (SC) 008 - Extended Jurisdiction - European Union

The indemnity provided under this Section shall apply to judgments, orders or awards that are delivered by or obtained from a court or in arbitration anywhere with the European Union.

ARG - PL (SC) 009 - Extended Jurisdiction - European

The indemnity provided under this Section shall apply to judgments, orders or awards that are delivered by or obtained from a court or in arbitration anywhere within Europe.

ARG - PL (SC) 010 - Extended Jurisdiction - World-Wide Excluding USA and/or Canada

The indemnity provided under this Section shall apply to judgments, orders or awards that are delivered by or obtained from a court or in arbitration worldwide excluding USA and/or Canada.

ARG - PL (SC) 011 - Extended Jurisdiction - World-Wide

The indemnity provided under this Section shall apply to judgments, orders or awards that are delivered by or obtained from a court or in arbitration world-wide.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The Company shall not be liable in respect of

RADIOACTIVE CONTAMINATION

1. Directly or indirectly caused by or contributed by or arising from:
 - i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other explosive nuclear assembly or nuclear component thereof.

WAR

This Policy does not cover Liability directly or indirectly occasioned by, happening through or in 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.

TERRORISM

Notwithstanding any provision to the contrary within this insurance or any Endorsement thereto, it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense 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 Endorsement, an act of terrorism means an act, including but not 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 Endorsement also excludes loss, injury, damage, cost or expense 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 allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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

TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES (TSE)

This Policy does not cover liability for 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).

ASBESTOS

The insurance by this Policy excludes 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 the consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quality.

ELECTROMAGNETIC FIELDS ("EMF")

This Policy does not cover :

- Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

GENETICALLY MODIFIED ORGANISMS ("GMOs")

This Policy does not cover :

- Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused by, or contributed to by Genetically Modified Organisms ("GMOs").

For purposes of this exclusion the term Genetically Modified Organisms ("GMOs") shall mean and include :

- (i) organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change ;
- (ii) every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

FUNGUS, MILDEW AND MOULD

This Policy does not cover:

1. any liability, loss cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus/fungi" and/or "Spores"; or
2. any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any "fungus/fungi" and/or "spores"; or
3. any obligation to share with or repay any person, organisation or entity, related in any way to items 1 and 2 above ;

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For the purpose of this exclusion, the following definitions apply:

"Fungus/fungi" includes but is not limited to, any form or type of mould, mildew, mushroom, yeast or biocontaminant ;

"Spore(s)" includes, but is not limited to any substance produced by, emanating from or arising out of any "fungus/fungi".

TOBACCO PRODUCTS

The Company shall not be liable in respect of bodily injury and/or death resulting from Carcinoma and related diseases directly arising from the production, manufacture, sale and distribution of tobacco products.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION

This Policy does not cover any liability for :

- (a) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property, damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance ;
- (b) The cost of removing nullifying or cleaning-up, seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance ;
- (c) Fines, penalties, punitive or exemplary damages.

SANCTIONS CLAUSE

The Company shall not be deemed to provide cover and shall not be liable to pay 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.

CYBER EXCLUSION

- 1. This policy excludes all 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:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System
 - 1.2 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.
- 2. Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

DEFINITIONS

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.

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.

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.

COMMUNICABLE DISEASE GENERAL EXCLUSION

1. This policy excludes all actual or alleged loss of any kind, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, includes, but is not limited to, any cost to contain, suppress, clean-up, detoxify, disinfect, decontaminate, remove, repair, replace, recall, inspect, assess, monitor or test:
 - 2.1 for a Communicable Disease; or
 - 2.2 any property insured hereunder that is affected or is feared to have been affected by such Communicable Disease.
3. 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:
 - 3.1 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

- 3.2 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
- 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage, and
- 3.4 the disease, substance or agent can cause or threaten damage to, deterioration of, loss of value of, marketability of, denial of access to, or loss or use of property insured hereunder.
- 3.5 be it any epidemic or pandemic disease declared by the World Health Organisation or any other competent authority as a public health emergency of international concern.

This exclusion shall prevail and shall override anything contained in the Policy inconsistent herewith and will apply regardless of any otherwise covered cause, event or peril contributing concurrently or in any other sequence to the loss.

GENERAL CONDITIONS

- 1. In the event of any occurrence which may give rise to a claim under this Policy, 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.
- 2. The Insured shall take reasonable precautions to prevent accidents and disease and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings, furnishings, ways and works, machinery and plant in sound condition. The Insured at his own expenses shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 3. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in 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 reasonably require.

4. The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if the Company exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Indemnity Limit under this Policy then the Company will also contribute their proportion of subsequent Defence Costs incurred with their consent.

5. The Insured shall give notice to the Company of any alteration or circumstance which materially affects the risks insured under this Policy and until the Company be advised of such alteration or circumstances and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Company shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.

6. Information to be Retained and Premium Adjustment

The first premium and all renewal premiums that may be accepted will be adjusted by the amount of wages and salaries and other earning 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 the correct amount 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. If the amount so paid shall differ from the amount on which the premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or, subject to the Minimum Premium specified in the Schedule, by a refund by the company as the case may be.

7. Cancellation

Insured's Cancellation Rights

The Insured has a statutory right to cancel the policy within 14 days from the day of purchase of the contract or the day on which the policy documentation is received, whichever is later.

If the Insured wishes to cancel, and the insurance cover has not yet started, the Insured will be entitled to a full refund of the premium paid.

Or if the insurance cover has already started, the Insured will be entitled to a refund of the premium paid, with a deduction for the time for which the Insured has been covered.

After any statutory cooling-off period the Insured will continue to have the right to cancel the policy and will be entitled to return of the premium on a pro-rata basis, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Insurer's Cancellation Rights

Argus may cancel this Policy by giving the Insured thirty (30) days' notice in writing sent to the Insured's last known address. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured may be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the Policy is paid by instalments, please refer to the instalment agreement for details of the cancellation period that will apply.

8. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
9. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
10. 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.
11. 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.
12. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with Maltese Jurisdiction. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

13. If at the time of any claim there is or by for the existence of this Policy there would be other Insurance covering the same liability the Indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other Insurance had this Policy not been effected.
14. The Insured shall cause all passenger lifts boilers and pressure vessels for which the Insured has responsibility to be inspected at his own expense at least once per year by as suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured.
15. In connection with any claim or series of claims made against the Insured under the policy consequent on or attributable to one source or original cause the company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction or any sums already paid as damages claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
16. If the Company has not exercised its rights under General Condition 15 the liability of the Company to pay costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's costs and expenses) as such Limit of Indemnity bears to the total amount

ARBITRATION AND ABANDONMENT OF CLAIM

1. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, to the decision of an Umpire appointed in writing by the Arbitrators before entering upon the reference.
2. The Umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be condition precedent to any right of action against the Company.
3. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be indemnifiable hereunder.

COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICE

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance please write to the Complaints Officer at Argus Insurance Company (Europe) Limited, Trident Park, 8B Level 5, Notabile Gardens, Mdina Road, Central Business District Zone 2, Birkirkara CBD 2010. Email: claims@argus.mt Tel: +356 2342 200. If you are dissatisfied with the response you receive you should write to the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta. Freephone: 80 072 366 Telephone: (+356) 21 249 245 Email on: complaint.info@financialarbiter.org.mt

How to contacts Us

Our Customer Service Centre can be contacted on +356 23422100

Thank You for Your feedback

We value Your feedback and at the heart of Our brands We remain dedicated to meeting Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

Thank You for choosing Argus Insurance Company (Europe) Limited, Malta Branch.



Argus Insurance Company (Europe) Limited

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