



Freight Transport 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 that 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

This Policy provides cover against loss, damage, injury and legal liability which will happen during the period of insurance for which we have accepted your premium. This Policy is a legally binding contract between you the Insured and Argus Insurance Company (Europe) Limited. The proposal made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this Policy for those Sections specified in the Schedule in respect of events occurring during the period of insurance or any subsequent period for which you pay and we will agree to accept a renewal premium.



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 1 - FREIGHT TRANSPORT LIABILITY

Clause 1 - Cover

The Insured's legal liability for loss or damage to or arising in connection with Goods in Transit under or by Contract International Convention Statute or Common Law as Carriers, Successive Carriers, Bailees, Freight Forwarders (as Principals or Agents), Agents, Container Operators, Trailer Operators, Rail Operators, Shippers, Warehousekeepers, Terminal Operators, Wharfingers or Packers when such occupations and/or activities and any other occupations and/or activities are expressed in the Schedule as being insured and including

- (A) The Insured's legal liability for breach of duty arising from any negligent act error or omission including by way of example only and not by way of limitation liability arising out of incorrect instructions faulty arrangements or clerical errors or omissions and including
- (B) The Insured's legal liability for consequential loss indirect and/or like losses arising from loss of and/or damage to Goods in Transit or from accidental mis-delivery and accidental delay in delivery of such Goods and including
- (C) The Insured's legal liability for all risks of physical loss of and/or damage to containers and/or trailers and/or semi trailers and/or tilt-trailers and/or pallet containers and/or pallets and/or flats and/or similar interest of every description used for the movement of Goods not owned or hired or leased or loaned by or to the Insured or their servants or agents irrespective of whether Section 2 hereof has been deleted and including
- (D) All Risks of physical loss and/or damage to sheets ropes packing materials dunnage securing chains and toggles but excluding wear tear gradual deterioration moth mildew or vermin and including
- (E) The Insured's legal liability for physical loss of or damage to Goods in Transit consequent on the lawful exercise of a legally enforceable lien under the Insured's contract conditions expressed in the Schedule as being insured and including
- (F) All additional sue and labour costs and other expenses necessarily and reasonably incurred in connection with any claim payable hereunder or incurred to avoid or reduce any claim otherwise payable hereunder including any costs and expenses in removal or disposal of destroyed or damaged Goods and/or decontamination of Goods and/or Vehicle and/or property used to carry and/or store Goods.

Clause 2 - Definitions

In this Insurance Policy, in the said Schedule and in any endorsements hereto the following words have the meanings in this Clause ascribed to them:-

1. "GOODS" means all cargo and/or freight and/or moveables for which the Insured is responsible including by way of example only and not by way of limitation all goods of whatsoever nature merchandise machinery plant materials trailers containers flats pallets and other property but does not include goods owned or hired or leased by or loaned to the Insured or by or to the servants or agents of the Insured.
2. "IN TRANSIT" Goods are deemed to be in transit during the period from the time that the goods are entrusted to or come into the hands of or under the control or responsibility of the Insured or the servants or agents or Sub-Contractors of the Insured in the course of those occupations and/or activities expressed in the Schedule as being insured within the territorial limits specified in the said Schedule until they cease to be entrusted to and leave the hands and the control or responsibility of the Insured or the servants or agents or Sub-Contractors of the Insured including by way of example only and not by way of limitation when the following are usual in such occupations and/or activities during transport whether direct or indirect or deviated route by land sea or air (including road rail and inland waterways) temporary or permanent storage installations stowing packing unpacking loading unloading and all transshipments.
3. "VEHICLE" means a vehicle trailer semi-trailer or container either individually or howsoever combined.
4. "LOSS" means all loss destruction damage mis-delivery costs and expenses as described in Clause 1 hereof arising out of one happening or event or consequent on or attributable to one source or original cause.

Clause 3 - Limits

In no case shall the Company's liability under this Section of the Insurance exceed the Policy limit stated in the Schedule hereto in respect of any one Loss. This is an aggregate limit including the per Vehicle limit and the limits stated in the Schedule for claims under Clauses 1(A) and 1(B) hereof.

Clause 4 - General Average

It is hereby understood and agreed that the cover provided by Section 1 hereof shall where applicable extend to include the Insured's liabilities for CARGO'S PROPORTION OF GENERAL AVERAGE AND/OR SALVAGE:

1. arising solely from the breach by the Insured of their contract of carriage with the customer or
2. where the Insured is obliged by agreement with the customer or otherwise to pay such proportion on cargo's behalf.

The Company hereon shall at the request of the Insured sign and issue General Average Guarantees or Salvage Bonds for all Groupage Cargo shipped by the Insured and the Insured shall as soon as possible thereafter use their best endeavours to secure Guarantees or Bonds from individual customers or their respective Marine Insurers.

Should the Insured or the Company fail to secure Guarantees or Bonds or the payment of any subsequent Contributions or Adjustments from individual customers or their respective Marine Insurers the Company shall pay such sums accordingly.

Clause 5 - Optional Additional Cover

The Company agree to cover the Insured at rates and on terms to be agreed upon ADEQUATE NOTICE PRIOR TO THE RISK BEING REQUIRED TO ATTACH TO THE INSURANCE being given by the Insured to the Company in respect of:

1. an increase in limits under Clause 3 hereof and/or
2. any waiver of recourse or subrogation against or special agreement with Sub-Contractors which would otherwise result in breach of General Conditions 6 and/or 9.

Clause 6 - Adjustment of Section 1

The premium to be adjusted at expiry on the certified gross annual charges including all charges paid to Sub-Contractors.

For the purpose of adjusting this Insurance "the certified gross annual charges" shall be deemed to mean the gross charges earned jointly by the Insured (or any of them) and it is agreed that such gross charges may be declared to the Company either jointly or separately.

SECTION 2 - EQUIPMENT

Clause 1 - Equipment Covered

In this Insurance Policy in the said Schedule and in any endorsements hereto, the word "Equipment" shall mean:

Containers and/or trailers and/or semi-trailers and/or tilt tainers and/or pallet containers and/or pallets and/or flats and/or similar interest of every description including sheets, ropes, packing materials, dunnage securing chains and toggles, the property of the Insured or held by them in trust or on commission or hired by or to or leased by or to or loaned by or to the Insured and/or for which the Insured are responsible whilst anywhere within the territorial limits of this Insurance.

It is further understood and agreed that in respect of Equipment insured hereunder which is on hire and/or lease and/or loan to the Insured the rights and interests of the beneficial owners and/or lessors thereof are noted to the full extent of such rights and interests including Loss Payee Clauses as may be applicable.

Clause 2- Cover

All risks of physical loss and/or damage to interests as defined under 'Equipment Covered' above however caused and/or arising including:

(A) Recovery and/or removal charges and/or costs and expenses following loss and/or damage to the said items.

Hire charges payable by the Insured under Lease Agreements with Principals or Lessors following loss or damage recoverable hereunder until such time as liability is discharged to Principals or Lessors or Equipment is available for further use.

It is a condition precedent to the Company's liability under this sub-clause that the Insured shall take all possible steps to mitigate the amount of charges payable to Principals or Lessors.

(B) Subject to a minimum excess of 14 clear days from midnight of the day on which the loss or damage has occurred and a maximum sum payable of € 1,165 in respect of any one claim for any one item of insured equipment and limited to € 5,800 in the aggregate during the period of this Insurance.

(C) General Average and salvage contributions and/or charges.

For the purpose of claims recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

(D) Jettison and washing overboard.

(E) War risks as per Institute War Clauses (Cargo) 1/1/09 as attached.

(F) Strikes Riots Civil Commotions and Malicious Damage risks as per Institute Strikes Clauses (Cargo) 1/1/09 as attached.

The Company agree to hold covered additions and/or increases in value subject to prompt notice of such alterations being given by the Insured to the Company and adjustment of the premium upon expiry in the manner hereby agreed but additional items of a type or nature different from that shown in the Proposal must be properly specified and will be covered only upon rates and terms to be agreed.

Clause 3- Exclusions from Section 2

In respect of this Section, the Company shall not be liable for:

1. Wear tear scratching bruising denting and claims for the cost of repainting or
2. Mechanical or electrical breakdown or derangement or
3. Damage to tyres road punctures cuts or bursts unless consequent upon an accident.

Clause 4 - Basis of Valuation for Claims Settlement

For claims settlement purposes the basis of valuation shall be:

1. In respect of damage or partial loss the reasonable cost of repairs not exceeding the insured value of the item of Equipment or if there is no insured value the market value or in the case of Equipment on hire or lease to the Insured the reasonable cost of repairs not exceeding the amount payable in accordance with the hire or lease agreement.
2. In respect of total loss a sum not exceeding the insured value of the item of Equipment or if there is no insured value the market value or in the case of Equipment on hire or lease to the Insured the amount payable in accordance with the hire or lease agreement.

Clause 5 - Adjustment of Section 2

The premium to be adjusted at expiry on the total value of Equipment covered.

The premium to be calculated at pro rata of the rates stated on the total value of Equipment covered on the first day of each calendar month.

In respect of hired or leased Equipment 'value' shall mean the value stipulated in the hire or lease agreement.

GENERAL CONDITIONS

Due Diligence

1. It is a condition precedent to liability that the Insured shall act with due diligence and shall at all times take reasonable precautions for the safety of Goods.

Insured to Incorporate Contract Conditions

2. The Insured shall continuously trade under the contract conditions expressed in the Schedule as being insured and shall take reasonable precautions to ensure the incorporation of such contract conditions into contracts made by the Insured to the extent permitted by law.

Insured Not to Accept Increased Liability

3. The Insured shall not without the prior written consent of the Company accept by agreement any liability in excess of the standard limitation amounts set out in the contract conditions, international conventions or statutes expressed in the Schedule as being insured (see also General Exclusion 7(f)).

Insured to Hold Subcontractors Liable

4. The Insured shall so far as permitted by law take reasonable precautions to impose on subcontractors identical liability to that accepted or imposed on the Insured and shall take reasonable precautions to ensure that such sub-contractors shall maintain insurance on substantially the same terms as that provided under this Insurance.

Non-Contribution

5. This Insurance shall not inure to the benefit of any other Insurer or Insurers and shall not apply where the loss is covered under any other Insurance or Insurances except in respect of any excess amounts not covered thereunder.

Not to Accrue to Benefit of Sub-Contractor

6. The benefits of this Insurance shall not accrue (either directly or indirectly) by contract or by operation of law to any Sub-Contractor (whether in direct contractual relationship with the Insured or not) or any servants or agents of such Sub-Contractors or to any Company or any of them.

Premium Adjustment

7. The premium shall be adjusted as hereinafter provided and the Insured undertakes to furnish to the Company within three months of the expiry of each year of Insurance such particulars and information as the Company may require relating to carriage or other charges or values in respect of such period. The premium for such year shall thereupon be adjusted in the manner agreed between the Company and the Insured with any differences in premium to be met by a further payment to the Company or a refund by the Company as the case may be.

Claims Procedure

8. In the event of a happening or event likely to give rise to a claim under this Insurance the Insured shall as soon as possible give notice to the Brokers and/or the Loss Adjusters and/or the Company and shall furnish full particulars thereof in writing and supply such further particulars as may be required by the Company. Every letter notice writ summons and process relating thereto shall be notified to and forwarded to the Company via the said Brokers and/or Loss Adjusters immediately upon receipt. In respect of any such claims no admission offer promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.

The Company 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 Company's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

Subrogation

9. The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company for the purposes 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 paying any claim arising under this Insurance whether such acts and things shall be or become necessary or required before or after indemnification of the Insured or such other Claimant by the Company.

False or Fraudulent Claims

10. If the Proposal of the Insured is untrue in any material respect or if the Insured shall make any claim knowing the same to be false or fraudulent as regards the amount or otherwise this Insurance shall become void and all claims thereunder shall be forfeited.

Cancellation

11. 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.

Cross Liabilities

12. It is hereby understood and agreed that where more than one party comprises 'the Insured' each of the parties shall for the purpose of this Insurance be considered as a separate and distinct unit and 'the Insured' shall be considered as applying to each party in the same manner as if a separate Insurance had been issued to each of the said parties and the Company hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any event or occurrence in respect of which any claim is made hereunder provided nevertheless that nothing in this Clause shall be deemed to increase the limit of the Company's liability as set out herein.

Non Payment of Premiums

13. This Insurance shall be voidable from inception by the Company in the event of nonpayment of premium or of any instalment of premium by the Insured when due.

Law and Jurisdiction

14. The parties hereby agree that all questions or disputes arising under out of or in connection with this Policy concerning the validity formation construction meaning or effectiveness of the Policy or any of its provisions or any fact or matter connected with its operations or the rights or liabilities of either of the parties (whether arising before during or after the period of this Policy) must be adjudicated by a Maltese court and solely litigated in Malta and no other place. This agreement shall in all respects be governed by and construed in accordance with English Law and Practice.

Contract Clause

15. This 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.

COMPLAINTS PROCEDURE

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@financiararbiter.org.mt

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE UNLESS OTHERWISE STATED

Exclusion 1 - War etc

In no case shall this Insurance Policy cover claims in respect of liability partial or total loss destruction damage or costs and expenses directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to any property or goods by or under the order of any government or public or local authority.

Exclusion 2 - Radioactive Contamination

This clause shall be permanent and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Exclusion 3 - Cyber Risk Exclusion Clause

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.

Exclusion 4 - Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer or its parent, to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Exclusion 5 - Asbestos

This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to 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.

Exclusion 6 - Communicable Disease 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.

Exclusion 7 - Other Exclusions

In no case shall this Policy cover:

- (a) Terrorism : loss caused by or arising from terrorist acts;
- (b) Sonic Bangs : loss directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (c) Improperly Exercised Lien : loss caused by or arising from the exercise by the Insured of a lien other than to the extent provided for in Section 1 Clause 1(E) hereof;

- (d) Customs and Excise Liabilities : loss arising from or in connection with the Community Transit Guarantee system and/or TIR system and/or any claims made upon the Insured by a Customs tax or other public authority;
- (e) Insolvency : loss arising from or in connection with the insolvency of the Insured;
- (f) Declared or Increased Values and Special Interests in Delivery : liability in relation to a declared or increased value or special interest in delivery in excess of the standard limitation amounts set out in the contract conditions, international conventions or statutes expressed in the Schedule as being insured unless prior written consent of the Company has been obtained in accordance with General Condition 3 of this Insurance;
- (g) Death Personal Injury etc : liability arising from or in connection with injury disease illness or death of any person however caused;
- (h) Public Liability : liability for damage to public or third party property not in the care custody or control of the Insured including loss caused by or arising from pollution and seepage;
- (i) Directors and Officers : liability for breach of duty as a Director Officer or Trustee under the Companies Act 1985 and similar legislation;
- (j) Employers' Liability : liability arising from or in connection with a contract of employment;
- (k) Extraordinary Damages : punitive penal or exemplary damages awarded against the Insured;
- (l) Criminal and Fraudulent Acts : liability arising from or contributed to by default fraudulent criminal or malicious act or omission by the Insured or the Insured's predecessors in business;
- (m) Charters: liability as principal for the charter of the whole or part of any vessel or aircraft;
- (n) Debt Collection : liability resulting from any inability of the Insured to pay or collect amounts other than accounts which the Insured may be required to pay or collect on behalf of the Insured's principals.

SUPPLEMENTARY EXTENSIONS

The following Extensions shall apply only if they are shown specifically noted in the Schedule.

FFL - 001 - Third Party Liability

Notwithstanding anything contained herein to the contrary under this Policy, the insurance cover provided hereunder is extended to indemnify the Insured for any sums which they may become legally liable to pay for compensation and litigation expenses in respect:-

1. Death of or bodily injury to persons
2. Physical loss of or damage to property
3. Consequential loss resulting from (1) and/or (2) above.

arising as a result of accidents occurring, during the period of insurance and arising out of the Insured's business operations insured hereunder, and occurring anywhere in the territorial limits as stated in the Schedule.

Conditions:

The Company liability in respect of this extension shall be limited to the amount shown in the Schedule in respect of any one accident or series of accidents arising out of one event, but shall be unlimited as to the number of accidents during the currency hereof.

It is a condition precedent to liability under this Extension that if the Insured sub-contracts, such sub-contractors shall maintain third party liability insurance on substantially the same terms as provided under this insurance.

The Company shall, in addition, be liable for any costs incurred by the Insured with the written consent of the Company in the investigation, defence or mitigation of any claim against the Insured for compensation as above, subject to the following conditions:-

- (a) if the claim be successfully related by the Insured, the Company will pay all costs, charges and expenses incurred under this Extension
- (b) if a payment exceeding the sum insured has to be made to dispose of a claim, the liability of the Company to pay any costs, charges or expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured under this Extension bears to the amount paid to dispose of the claim
- (c) in case of any accident, injury or damage or loss covered under this Extension, the Insured shall give notice as soon as possible, together with full information in writing to the Company.

Exclusions:

1. Liability for death of or injury to any person who at the time of death or when injury is sustained, is engaged in the service of the Insured including sub-contractors or sub-agents.
2. Liability for death of or injury to employees of the Insured.

3. Liability for loss of or damage to property or equipment of the Insured including whilst on hire, lease, or loan to the Insured.
4. Liability arising out of an operation unless such operation is insured under this Policy.
5. Liability to Goods as hereinafter defined.
6. Liability which is subject under any Road Traffic Legislation or equivalent legislation.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 002 - Transits of Machinery

New Machinery

In the event of loss of or damage to any part or parts of an insured machine caused by a peril insured covered by this Policy the sum recoverable shall not exceed the cost of replacement or repair or such part or parts plus charges for forwarding and refitting, if incurred.

Provided always that in no case shall the liability of the Company exceed the value of the complete machine.

Secondhand and/or Reconditioned Machinery

In the event of a claim for loss or damage to any part of the insured machine in consequence of a peril covered by this Policy, the Company is only liable to pay such proportion as the insured value bears to the cost of the insured machine when new.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 003 - Frozen and/or Chilled Produce

Notwithstanding any exclusions contained within the Policy, this Clause provides cover against deterioration in consequence of temperature variations but subject to the following:-

- (a) every driver involved in the transportation of goods in a refrigerated or chilled or insulated condition shall have had tuition in the handling of such traffic from the Manufacturers of such equipment or the duly authorised agents of the Manufacturers or a similarly qualified party, and
- (b) the temperature within the unit shall be recorded in writing by the Insured at the time of loading and unloading and, in the case of any journey exceeding twelve hours duration, the temperature within the unit shall be recorded in writing at intervals of not more than twelve hours.

It is a condition precedent to liability that the Insured shall retain such records to serve as evidence in connection with any claim which may arise, and

- (c) refrigerated/insulated vehicles and/or trailers shall be maintained and used in accordance with Manufacturers instructions.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 004 - Pair and Sets Clause

Where any insured item consists of articles in a pair or set, this Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part (of the insured value) of such pair or set.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 005 - Written Records

It is a condition of this Insurance that:-

- (a) the Insured shall at all times maintain detailed records of the type(s), number(s) and value(s) of property which is in or on the vehicle(s) to which this Policy applies and updated when any items are placed into or removed from any such vehicle
- (b) such records are not to be left in the vehicle(s) in question
- (c) the Insured shall produce such records to substantiate the quantity and value of property in the vehicle at the time of any loss / damage.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 006 - Basis For Claims Settlement For Trailers or Containers

Notwithstanding anything contained herein to the contrary under this Insurance, it is hereby declared and agreed that the basis for claims settlement for trailers or containers under both Section 1 and Section 2 of this Policy, shall be the cost of repair or replacement, or reinstatement less a deduction for wear, tear and depreciation.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.

FFL - 007 - Theft Exclusion Clause

It is hereby declared and agreed that this Policy excludes all claims for theft and/or attempted theft of or from the Vehicle(s) and/or Trailer(s) in any part of Italy or Sicily.

Notwithstanding the above, The Company agree to accept liability for 80% of the full amount of any claim which otherwise would be excluded by the above Clause provided always that:-

1. The vehicle(s) and/or trailer(s) is/are occupied at the time of the theft by the Insured and/or an employee of the Insured, or
2. The vehicle(s) and/or trailer(s) is/are situated within port area adequately fenced off and guarded by ports personnel.

Subject otherwise to the Policy terms, conditions, limitations and exceptions.



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