



LAFERLA

INSURANCE AGENCY LIMITED

Agents for:

 **MAPFRE** | MIDDLESEA

Public Liability

INSURANCE POLICY

LAFERLA INSURANCE AGENCY LTD.

Address: 204A, Vincenti Buildings, Old Bakery Street, Valletta VLT1453, Malta.

Postal Address: P.O. Box 347, Valletta VLT1000, Malta.

Contact Details:

Health & Life Insurance Department

Tel: +356 2124 6340

E-Mail: medical@laferla.com.mt

Motor Insurance Department

Tel: +356 2122 4405

E-Mail: motor@laferla.com.mt

Non-Motor Insurance Department

Tel: +356 2124 0828 / +356 2124 0829

E-Mail: general@laferla.com.mt

Insured Interests

Item	Premises / Geographical Area	Insured Interest	Sum Insured
1	A	Limit of Indemnity any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause and €250,000 in the aggregate in any one period of insurance	€100,000.00
2	A	Cover for end-clients shall only apply on specified dates whilst provider is carrying out tasks being booked via Gigify and declared to insurers accordingly. Cover in respect of Gremer Ltd shall apply at all times	

Endorsements

01/2021 - Sanction Limitation and Exclusion Clause
 02/2021 - Unmanned Aerial Vehicles Exclusion
 03/2021 - General Exclusion for Pandemics
 04/2021 - P.L Exclusion
 05/2021 - Mid Term Adjustment- to inc PL limit for Gremer Ltd trading as Gigify Ltd

Deposit Premium

As per monthly declarations

Deductibles

€ 350 each and every loss in respect of Third Party Property Damage Claims.



Monica Milovanovic
 Signed this on 23rd April 2021
 Signed for and on behalf of MAPFRE Middlesea p.l.c.

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 Prepared by: Monica Milovanovic

**ENDORSEMENT attaching to and forming part of Policy No P41003662 issued by the
MAPFRE Middlesea p.l.c**

Exclusions

The following terms are deemed to be incorporated in the Policy in addition to the standard policy wording:

Endorsement Number 01/2021

Sanction Limitation and Exclusion Clause

The Company 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 that insurer 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, or any of its states.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Endorsement Number 02/2021

Unmanned Aerial Vehicles Exclusion

It is hereby declared and agreed that cover under this policy specifically excludes any loss or damage to or liability howsoever arising from and to unmanned aerial vehicles.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Endorsement Number 03/2021

General Exclusion for Pandemics



Monica Milovanovic
Signed this on 23rd April 2021
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Page Number: 1
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This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any Pandemic or fear or threat of a Pandemic, including but not limited to:

- a) Coronavirus Disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a Pandemic by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this exclusion, a Pandemic shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2) into at least three countries on two different continents.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Endorsement Number 04/2021

P.L Exclusion

It Is hereby declared and agreed that this policy does not form any part of Contractors all risk or Professional Indemnity policy.

The Company shall not be liable to pay any claim or pay any benefit due to damages caused by faulty workmanship &/or damage caused by/from works being carried out.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Extensions

The following terms are deemed to be incorporated in the Policy in addition to the standard policy wording:



Monica Milovanovic
Signed this on 23rd April 2021
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Prepared by: Monica Milovanovic

Endorsement Number 05/2021

Mid Term Adjustment- to inc PL limit for Gremer Ltd trading as Gigify Ltd

It is hereby declared and agreed that the Schedule attaching to and forming part of this Policy is deemed to be replaced by the attached.

In consequence of the above an additional premium of €200.00 is due from the Insured.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.



Monica Milovanovic
Signed this on 23rd April 2021
Signed for and on behalf of MAPFRE Middlesea p.l.c.

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Prepared by: Monica Milovanovic

PUBLIC LIABILITY INSURANCE POLICY

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

1. All Sums which the Insured shall become legally liable to pay for compensation in respect of
 - a) accidental bodily injury to or illness of any person
 - b) accidental loss of or damage to material propertyoccurring within the Situation of Risk shown in the Schedule during the continuance of this Policy and in connection with the Business
2. All costs and expenses of litigation
 - a) recovered by any claimant against the Insured
 - b) incurred with the written consent of the Companyin respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies

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

On behalf of the Company



MARTIN GALEA
CHAIRMAN



FELIPE NAVARRO
PRESIDENT &
CHIEF EXECUTIVE OFFICER

Jurisdiction Clause

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

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

Exceptions

This Policy shall not apply to:

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

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

Definitions

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

Conditions

1.0 Observance and Fulfillment

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

2.0 Precautions

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

3.0 Claims

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

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

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

4.0 Alteration

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

5.0 Contribution

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

6.0 Cancellation

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

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

7.0 Adjustment

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

8.0 Arbitration

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

9.0 Definitions

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

10.0 Communications

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

11.0 Limit of Indemnity

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

Complaints Procedure

The Company is committed to providing good quality services. The Company recognises however that clients may not be satisfied with the service provided. To deal with this the Company has a complaints procedure. For the sake of clarification a complaint is broadly defined as being a written expression of dissatisfaction with services that the Company provides or actions the Company has taken that require a response. The Company distinguishes complaints from queries. Queries are challenges to specific decisions in specific circumstances.

The Company will deal with your complaint

The Company does not look at complaints as unwanted. In fact, they may help the Company to see where its services or procedures may be improved. It is in the parties' interest for the Insured to let the Company know when the Insured feels that the Company has made a mistake or done something which the Insured finds unsatisfactory. Even if the Insured does not think that the particular concern amounts to a complaint the Company would still like to know about it. The Insured will help the Company improve its service further.

How to complain

Step 1 – Contacting the Company

The first step is to talk to a member of the Company's personnel or of the intermediary if the Policy was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter the Insured is concerned about as they will be in the best position to help the Insured promptly and to put things right. If they are not available or the Insured would prefer to approach someone else then address the matter to the manager or senior person responsible. The Company will seek to resolve the problem immediately. If the Company cannot do this then the Company will take a record of the concern and arrange the best way and time for getting back to the Insured. This will normally be within two working days.

Step 2 – Taking the complaint further

If the Insured is still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what the Insured thinks went wrong and what the Insured feels would put things right. If the Insured is not happy about writing a letter, the Insured can always ask a member of the Company to take notes of the complaint which the Insured will be then asked to sign. The Insured will be provided with a copy for their own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when the Insured can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case the Company will still let the Insured know what action is being taken and will inform the Insured when the Company expects to provide a full response.

Taking the complaint elsewhere

If the Insured is still not satisfied with the Complaints Officer's response, the Insured can always seek advice elsewhere. The Insured may contact the Customer Complaints Manager at the Malta Financial Services Authority on 8007 4924 or 2144 1155.

Following these procedures will not affect the Insured's right to take legal action.

All communications and notices regarding the policy should quote policy number and renewal date and addressed to:

MAPFRE Middlesea p.l.c.
Middle Sea House
Floriana – Malta

E-mail: mapfre@middlesea.com Website: <http://www.middlesea.com>

PUBLIC LIABILITY INSURANCE POLICY

Please read the conditions and examine the policy carefully and if it is incorrect or does not provide the cover required return the document immediately for alteration