

General Conditions of Public Liability Policy

I. General Provisions

The general conditions of:

Insurance contract on general liability hereinafter is to be called “**Insurance Conditions**”.

Insurance Company Sigma Interalbanian Vienna Insurance Group sha hereinafter will be called “**Insurer**”.

The natural person or the legal entity, whose interest will be covered under the conditions of General Liability Insurance, hereinafter shall be called “**Insured**”.

Insurance contract on General Liability, being concluded between Insurer and Insured hereinafter shall be called “**Insurance Policy**”.

II. Additional persons insured

Provided that it is required and specified on schedule, the “**Insured**” may include the following:

- a) any manager or partner/shareholder of Insured in his respective capacity as such.
- b) any person employed by the Insured under a service or employment contract in his respective capacity as such.
- c) any administrator or employee of the Insured’s social sports or welfare organizations or first aid fire or ambulance services in his respective capacity as such.

Any third party who has the legal right to claim damages caused by the insured in respect of any Insured Event, shall be considered as Beneficiary.

III. Insuring Agreement

Subject to the Terms, Limits, Exclusions and other Conditions contained in this Policy, and in consideration of the Insured having paid the premium, the Insurer agrees to indemnify the Insured against:

- all sums which the Insured shall become legally liable to pay for compensation and claimants’ costs and expenses in respect of any Insured Event of which this Policy applies under the Limits of Indemnity, limits mentioned hereunder and in connection with Business as described in the Schedule including premises owned by, leased or rented to the Insured;
- all costs and expenses of litigation incurred with the written prior consent of the Insurer in respect of a claim against the Insured which the Indemnity expressed in this Policy applies;

IV. Insured Events

The following events are insured by the Insurer if they will happen during the Insured Period stated in this Policy and have been reported to the Insurer by the Insured not later than 72 hours from their occurrence.

4.1 Any kind of bodily injury (including death to or illness) of any person considered “Beneficiary” under this policy.

4.2. Loss or physical damage to any kind of movable or immovable property owned by any person considered “Beneficiary” under this Policy.

V. Limits of indemnity

Any one event

The liability of the Insurer for all compensation costs and expenses payable to any claimant or number of claimants in respect of any event, shall not exceed the sum stated in the schedule as the Limit of Indemnity for Occurrence;

b) Damages in Series

For purposes of determining the limit of the Insurer’s liability in respect of Insured Events, all losses of the same, in kind and volume, and arising out continuously or they start from certain event shall be deemed as occurred in one Event.

c) Aggregate Limit

The Liability of the Insurer for all compensation costs and expenses payable in respect of all events happening during the Insured Period shall not exceed the sum stated in the schedule as the Aggregate Limit. The indemnity for each occurrence for liability in respect of the loading or unloading by or of any vehicle, trailer or vessel, water craft or aircraft, shall not exceed the maximum amount stated in the Schedule.

VI. Territorial Limits/jurisdiction

The Policy territory means the Republic of Albania. The damage must arise out within this territory and the Policy is governed by the law/jurisdiction of the Republic of Albania.

VII. Exclusions

This Policy shall not apply to:

1. liability in respect of body injury or illness or disease of any person under an employment contract or apprenticeship with the Insured, if such liability is linked with body injuries or illness arising out in the course of employment.
2. any remedial professional or other advice or service or treatment given, administered or omitted by the Insured (professional indemnity);
3. liability for any financial loss which do not arise out from property or health damages as defined in article IV.
4. any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from pollution of air, water or soil;
5. liability in respect of loss or damage of property:
 - a) belonging to the Insured
 - b) processed upon by or in the care, custody or control of the Insured or any other person employed by or working for the Insured. When the latter is not insured by another Insurance Contract;
6. liability for loss of or damage to property arising from fire, lightning or explosion on the Insured's premises;
7. contractual obligations/liabilities that include but are not limited to: compensation claims in relation to delayed performance or fulfillment of the entered contracts, contractual penalties of any kind or nature;
8. claims for damages to work or goods produced or supplied by the Insured (or by third parties under the Insured's name) due to a cause inherent in the manufacture or supply;
9. Any loss, damage, expense or costs of any nature, that directly or indirectly are caused or derive from any terrorist act;
10. liability in respect of any commodity or good supplied, installed or erected by the Insured for aviation or spacecraft purposes or the automobile industry (including any spare parts and components) purposes;
11. liability in respect of any event which results from a deliberate dishonest or intentional acts or omission of the Insured and which could reasonably have been expected by the Insured taking into account the nature and circumstances of such act or omission;
12. liability assumed by the Insured as per an employment contract or any other agreement unless such liability would have attached to the Insured even in the absence of such contract or agreement;
13. any liability of whatsoever nature directly or indirectly caused by or contributed to by arising from:
 - a) ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion or nuclear fuel.
 - b) asbestois or any related disease (including cancer) resulting from the existence production handling processing manufacture sale distribution storage deposit or use of asbestos products and/or products containing asbestos.
 - c) Nuclear Energy;
14. liability for any consequence of war, invasion, act of foreign enemy hostilities (whether in war or not) civil war, rebellion, revolution, insurrection, military or usurped power, vandalism, malicious mischief or sabotage.
15. Obligatory Motor Third party Liability of motor vehicle drivers, Aviation Liability, Marine Liability, Goods Travellers Liability;
16. Gradual pollution of any kind

17. Environmental impairment liability covering damages to any protected species and habitats (biodiversity)
18. Cross liability
19. Damages under the effect of Electromagnetic fields
20. Infringement of patents, intellectual property rights, copyrights, trade names, trademarks of registered design and infringement of personal rights
21. Crime, fidelity, fiduciary
22. Any sorts of warranties or guarantees
23. Contingency, business interruption, insolvency and/or profit loss
24. fines, penalties

VIII. Payment of Premium

1. Period of insurance.

The Insured is obliged to pay, to Insurer the premium as specified in Policy. In case of payments on installments, the first installment shall be paid upon issuance of the Policy. Any payment of the premium including the first installment, has to be reflected in a written document otherwise will not be considered as valid.

The insurance will enter into force at 24 o'clock of the day specified on policy provided that the premium has been paid otherwise the policy will enter into force at 24 o'clock of the day on which the premium has been paid.

In case of payments on installments, the Insurance will remain suspended till the payment time limit or next installments stated in the contract but not more than 15 days from expiration of such time limit.

In case after the expiration of the 15 days, the next premium payment is not done, the Insurer has the right to settle the insurance contract.

In case of damage and the premium or the next installment has not been paid, including the event of the suspension period of the insurance, the Insurer has the right to refuse totally the indemnification of the damage even if has not send a prior notification for settlement of the insurance contract.

2. Adjustment of Premium

The premium is determined on changeable risk ingredients bases. The premium will be paid in advance in temporary way on the amount which derives from calculations on policy and will be adjusted at the end of every annual insurance or shorter of the contract, according to the changes occurring during the same period on ingredients taken in consideration (as base) for premium calculations whilst the minimal premium specified in policy shall remain unchanged.

For this purpose within 60 days from the end of every annual insurance period or any shorter extension of contract, insured will give a notice in writing containing the following data:

1. Significant changes occurred during the insurance period which affect the insurance risk evaluation.
2. Information on various elements specified in policy that has changed or are expected to change.

If a difference will result in premium calculation, such difference shall be paid during subsequent 30 days from communication of Insurer.

If Insured does not carry out the obligation to notify on due course (within time limit specified) on above data or payment of premium difference within 30 days, the Insurance is suspended till payment of the premium difference. The Insurer is not liable for payment of indemnifications occurred during the suspension period of insurance, whether has or has not notified for settlement of the contract.

IX. Claims Provisions and Procedures

1. The Insured will take all reasonable precautions to prevent and mitigate injury, illness loss or damage which may give rise to claim under this Policy.
2. Any event which might give rise to claim under the Policy shall be reported in writing to the Insurer as soon as possible and no later than 48 hours from the event. No alteration or repair shall be carried out until the Insurer conduct the investigation. The Insured shall give immediate notice of any impending

prosecution, inquest, fatal injury or civil proceeding in connection to the event and immediately send to the Insurer any relevant document.

3. No admission of liability or offer promise or payment shall be made without the Insurer's written consent. The Insurer shall be entitled at its discretion to take over and conduct in the name of the Insured the defense or settlement of any claim and prosecute at its own expense and for its own benefits any claim or claims against any other person arising from such occurrence and the Insured should give all the information and held required.
4. The Insurer may pay to the Insured the maximum sum payable under this policy in respect of any event or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Insurer shall not be under further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
5. If at the time of any occurrence or claim there is existence of another Policy for indemnification in favor of or effected by or on behalf of the Insured applicable to such event, the Insurer shall not be liable under this Policy to indemnify the Insured in respect of such event or claim, except of any excess beyond the amount which would be payable under such other indemnity or insurance.

X. General Conditions

1. This Policy, any Endorsement hereon, the Schedule and the Special Conditions 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 or the Special Conditions shall bear that meaning wherever it may appear.
2. If the premium for this Policy has been calculated on any estimates given by the Insured, the latter shall keep an accurate record containing all relevant particulars and shall at any time allow the Insurer to inspect such record and following the expiry of each Period of Insurance shall send to the Insurer a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured.
3. The Insurer may at any reasonable time inspect any property and in the event of any added defect or danger being apparent, the Insurer may give written notice to the Insured when all liability of the Insurer arising from such defect or danger shall suspended.
4. If at any time anything shall occur materially affecting the risk insured, the Insured shall within seven days give notice to the Insurer. Non-performance of such notification exclude the Insurer's liability for payment of the indemnification.
5. The due observance and fulfillment of the terms provisions and conditions so far as they relate to anything to be done or completed with by the Insured and the truth of the statements in the proposal made by him (which shall be the basis of this contract) shall be conditions precedent to any liability of the Insurer.

XI Period of Indemnity

The period of indemnity is one year. With reference to the obligation for payment of the premium by the Insured, the Policy continues to apply and the premium shall be due for subsequent annual periods unless cancellation of this Policy by written notice. The Insurers liability for payment of the damage commences only after payment of the premium or the next installment.

XII. Final Provisions

1. Cyber-attacks, the exclusion clause

Regardless of any provisions of different content within this insurance or any endorsement thereto it is agreed that this insurance excludes the loss, actual and personal property damage, costs or expenses of Whatsoever nature, caused directly or indirectly by any cyber-attack arising from the use or operation, as a means for inflicting harm, of any computer, computer software program, malicious code, computer viruses, or any other electronic system or device.

2. Sanction clause

Regardless of any provisions of different content within this Insurance Policy, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such a claim or the provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under the United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, as well as according to Albanian legislation, the United Kingdom or the United States of America.

3. Explanatory clauses

The Parties agree that in any case, the "Sanction Clause", will be applied according to the cases/regulations provided, in United Nations / European Union / United Kingdom / United States resolutions or according to the provisions of Albanian legislation.

4. Illnes Contagious exclusion clause

Regardless of any provisions of different content within this Insurance Policy, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claims arising out of bodily injury (incl. Emotional distress or mental trauma or phobia), any kind of material loss or damage which is actually or allegedly caused by, contributed to by or in any way related to:

Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis;
Communicable Dease;

A Communicable Disease means any disease which can be transmitted amongst humans, animals or plants, or by means of any substance or agent from any organism to another organism where:

- 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
- 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
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.