

**Schedule No. 15/0101/004575**

**Employers and General Liability Insurance**

Rep *Contr* nr. 30  
del 16.06.2017

The Insurer / The Company	SIGAL UNIQA Group AUSTRIA SH.A. SIGAL Business Center, Blv. Zog I, No. 1 Tirana – Albania
The Insured/Policyholder	AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO (AICS) DI TIRANA Rr. Abdi Toptani, Torre Drin, 5° Floor, Tirana, Albania NIPT No: J61912009P
The insured location	AICS premises Rr. Abdi Toptani, Torre Drin, 5° Floor, Tirana, Albania
The Business	Perform technical and operational activities associated with the examination, development, financing, management and control of the cooperation initiatives. Implementing development initiatives, monitoring results and building partnerships on the ground.
Territory/Jurisdiction	Republic of Albania
Period of insurance	Inception 16 <sup>th</sup> June 2017 Expiry 15 <sup>th</sup> June 2018 both days at 00.01 am Local Standard Time at the address of the Insured
Cover	Employers Liability covered Public Liability covered Product Liability not covered
Limits of Liability	<u>Employers Liability</u> EUR 250,000.00 per occurrence (Bodily Injury) and in the aggregate and sublimits of EUR 10,000 per employee shall apply.  <u>Public Liability</u> EUR 1,000,000.00 in the aggregate <u>Sublimits:</u> <u>Bodily Injury:</u> EUR 10,000.00 per person EUR 100,000.00 per occurrence <u>Material Damages:</u> EUR 500,000.00 per occurrence  <u>Employers Liability</u> 5 % e.e.l., min. EUR 2,000.00 <u>Public Liability</u> EUR 500.00 e.e.l.
Deductible	
Policy Trigger	Occurrence based

Premium

**Employer's Liability**  
 EUR 500.00 plus Tax EUR 50.00, TOTAL EUR 550.00  
**Public Liability**  
 EUR 1,181.82 plus Tax EUR 118.18, TOTAL EUR 1,300.00  
  
**Total Premium**  
 EUR 1,681.82 plus Tax EUR 168.18, TOTAL EUR 1,850.00  
*(one thousand eight hundred fifty euros)*  
 payable within 30<sup>th</sup> June 2017

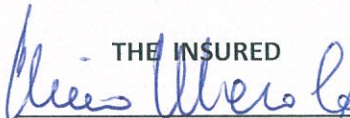

Conditions

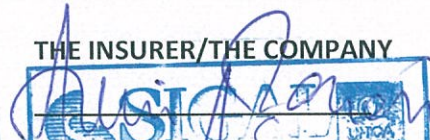

As per attached Wording

Information

As per correspondence

For and behalf of the Insured and the Insurer/the Company sign the authorize persons:

THE INSURED  
  
  
 Issued in Tirana, this 16<sup>th</sup> day of June 2017

THE INSURER/THE COMPANY  
  


**SECTION I AND SECTION 2**  
**Employers, Public and Products Liability Policy**

The Insured carries on the Business as described in the Schedule and no other for the purposes of this insurance and has applied to SIGAL UNIQA Group AUSTRIA SH.A. (herein called the Company) for the insurance described in this Policy and has paid or agreed to pay the premium as consideration of such insurance.

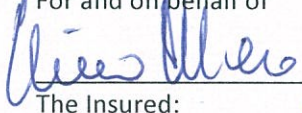
The proposal and any other information supplied by or on behalf of the Insured shall be incorporated in this Policy.

This Policy, the Schedule or any Schedule issued in substitution and any Endorsements shall be considered one document.

Any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it appears.

This Policy shall not be in force unless it has been initialled by an authorized official of the Company.

For and on behalf of



The Insured:



For and on behalf of

  
The Company:

Definitions applicable to all Sections

1. **Bodily Injury** means death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease and shall include mental injury, mental anguish and shock
2. **Business** means the business of the Insured as described in the Schedule and shall include:
  - a. ownership, repair maintenance of the premises of the Insured;
  - b. the provision and management of canteen, social, sports and welfare organizations for the benefit of Employees;
  - c. the provision of fire, first aid, medical, security and ambulance services;
  - d. private work carried out with the consent of the Insured for any director, partner or senior official of the Insured by an Employee
3. **Deductible** means the total amount payable by the Insured in respect of all damages and costs and expenses before the Company shall be liable to make any payment under this Policy. The Deductible is unconditioned and applies to each and every Occurrence
4. **Employee** means:
  - a. any person under a contract of service or apprenticeship with the Insured under the local labour legislation;
  - b. any labour master or labour only sub-contractor or person supplied by them;
  - c. any self-employed person;
  - d. any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured;
  - e. any person under a work experience or similar schemewhile engaged and working under the direction and control of the Insured in connection with and in the course of the Business
5. **Financial Loss** means a pecuniary or economic loss or expense
6. **Insured** means:
  - a. the Insured as stated in the Schedule;
  - b. to the extent that legal liability would attach to:
    - i. any director, partner, procurator, shareholder or Employee of the Insured, and
    - ii. any officer, committee member or voluntary helper of the Insured's canteen, social, sports and welfare organization, first aid, medical, security, fire and ambulance services (but excluding medical practitioners while working in a professional capacity)but only to the extent that the Insured would have been entitled to indemnity under this Policy if the claim or Legal Proceedings had been made against the Insured
  - c. and at the request of the Insured prior to the loss, any principal in respect of legal liability arising out of work performed for or on behalf of such principal by the Insured and then only in respect of legal liability for which and only to the extent that the Insured would have been entitled to indemnity under this Policy if the claim or Legal Proceeding had been made against the Insured

each of whom shall as though the Insured be subject to the terms of this Policy as far as they can apply.

7. **Legal Proceedings** means litigation, arbitration, adjudication or any other process of dispute resolution.

8. **Occurrence** means:

any accident causing Personal Injury to any person, Property Damage, accidental nuisance, accidental trespass or accidental interference with any easement, right of air, light, water or way, including continuous or repeated exposures to substantially the same general conditions.

9. **Offshore Work** means:

- a. embarkation onto a conveyance until disembarkation from such conveyance onto land for the purpose of travel to or from;
- b. transit between;
- c. work on

any offshore structure, platform, installation or accommodation vessel.

10. **Personal Injury** includes Bodily Injury, false arrest and breach of the right of privacy, detention, false imprisonment, false eviction, discrimination, libel, slander or defamation of character.

11. **Policy Territory** means:

A. in respect of Section 1. Employers Liability

Republic of Albania only

Notwithstanding, the Company will indemnify Employees for damages and claimants' costs and expenses in respect of Bodily Injury arising out of and in the course of their employment with the Insured in the Business and caused during the Period of Insurance, which are sustained anywhere in the world, provided such Employee is ordinarily a resident of the named country in 11. A. above and the claim of Legal Proceeding is brought exclusively in the named country in 11. A. above.

B. in respect of Section 2. Public and Product Liability

Republic of Albania only, if not otherwise agreed and stated in this Policy.

12. **Products** means any goods or products manufactured, constructed, repaired, serviced, treated, sold, supplied or distributed by the Insured after they have ceased to be in the possession or under the control of the Insured, including any container thereof or instructions provided therewith.

13. **Property Damage** means physical damage to, loss of or destruction of tangible property.

## SECTION 1

### Employers Liability

The Company will indemnify for:

1. all sums which the Insured is liable by laws of the Republic of Albania to pay as damages, including claimants' costs and expenses in respect of any accidental injury sustained by any Employee arising out of and in the course of their employment with the Insured and caused during the Period of Insurance within the Policy Territory.
2. (a) the payment of legal fees for the representation at an inquiry or a Legal Proceeding in any court arising out of an accidental injury which may be the subject of indemnity under this Section 1 when the Insured becomes a party in the Proceedings, and  
(b) all other costs and expenses in relation to any matter which may form the subject of a claim under this Section 1 incurred with the Company's prior written consent

The liability of the Company for all amounts payable under this Section 1 of the Policy (including all Extensions and Endorsements to Section 1), relating to any claimant or number of claimants in respect of accidental injuries shall not exceed the Limit of Indemnity stated in the Schedule. This limit of liability being inclusive of all legal costs and expenses, whether they be claimants' legal costs and expenses which the Insured becomes legally liable to pay, or legal costs and expenses incurred by the Insured with the Company's prior written consent.

The Company shall only be liable for the amount of damages and claimants' costs and expenses in respect of Section 1 arising from accidental injuries that are in excess of the Deductible. The Deductible amount shall be borne by the Insured and shall remain uninsured, with regard to all payments for which the Insured shall be liable.

### Exception to Section 1 – Employers Liability

This Section excludes all liability:

#### **1. Radioactive Contamination**

Of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

- a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof

where such liability is:

- i. the liability of any principal; or
- ii. liability assumed by the Insured by agreements and which would not have attached in the absence of such agreement.

#### **2. Occupational Disease**

Any liability arising from an occupational disease and or sickness, including but not limited to asbestosis, silicosis, black lung, brown lung or mesothelioma, and or sickness resulting from occupational hazards at work.

### **3. Offshore work**

In respect of accidental injury sustained by any Employee whilst engaged in Offshore Work; but this exclusion shall not apply where a limit of indemnity appears in respect of offshore Work in the schedule.

### **4. Social Security Subrogation**

In respect of subrogation claims or Legal Proceedings made by social security office, fines or penalties for violating existing labour laws imposed by any governmental body of the Republic of Albania or any other country (if the employees were being covered while outside the territory of the Republic of Albania).

### **5. War and Terrorism**

For any consequence of war, terrorism, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## **Extensions to Section 1 – Employers Liability**

Subject to all provisions, terms, exceptions and conditions of this policy cover is extended as outlined below. The total of all payments made under these extensions shall be part of and not in addition to the Limit of Liability. The extensions are also subject to the Deductible.

### **1. Compensation for Court Attendance**

In the event of any of the Insureds attending court as a witness at the specific written request of the Company in connection with a Legal Proceeding notified under and covered by this Policy Section 1 – Employers Liability, the Company will pay all reasonable expenses incurred by the Insureds because of their time off work, at the following rates per day for each day on which attendance is required:

- a. any director or partner of the Insured an amount equal in value to US\$ 150;
- b. any Employee of the Insured an amount equal in value to US\$ 50.

### **2. Automatic Acquisitions**

The indemnity afforded by this Policy shall apply automatically to all operations including premises acquired, established or created during the Period of Insurance.

Provided always that:

- a. the Insured notifies the Company in writing with full underwriting information:
  - i. within 90 days for new acquisitions where annual payroll is not more than 5% of the Insured's last reported annual payroll figure and there is no material alteration to the Business or risk;
  - ii. as soon as practicable for new acquisitions other than as detailed in (i) above;
  - iii. at the beginning of any new Period of insurance if this is earlier than (i) or (ii) above;
- b. payroll for any new acquisitions shall be declared in accordance with Condition 10 Adjustment where the Policy is written on an adjustable basis;
- c. the Company reserves the right to:
  - i. establish a separate rate and premium and if appropriate terms where the Policy is written on a non-adjustable basis and the total annual payroll of the new acquisitions represents an increase in payroll greater than 10% of the estimate provided at the beginning of the Period of insurance;

or

- ii. accept or deny coverage at the time of notification and to establish a separate rate and premium and if appropriate terms for any such coverage where the new acquisition represents a material alteration to the Business or risk.

## **SECTION 2**

### **Public and Products Liability**

The Company will indemnify the Insured against:

1. all sums which the Insured shall become legally liable to pay as damages arising from an Occurrence to which this insurance applies during the Period of Insurance, within the Policy Territory and arises from and in the course of the Business and provided that the action for damages is brought against the Insured in a court of law within the Policy Territory.
2. legal liability for claimants' costs and expenses in connection with Section 2, subsection 1, above
3.
  - a. the payment of solicitors fees for the representation at any coroners' inquest or fatal inquiry or proceedings in any court, arising out of a breach or alleged breach of statutory duty resulting in any Occurrence specified in Section 2, subsection 1, above which may be the subject of indemnity under this Section 2.
  - b. all other costs and expenses in relation to any matter which may form the subject of a claim or Legal Proceeding under this Section 2.  
incurred with the Company's prior written consent.

The liability of the Company for all damages payable under the Section 2 of this Policy (including all Extensions and Endorsements to Section 2), relating to any claimant or number of claimants in respect of an Occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

The Company shall only be liable for the amount of damages and claimants' costs and expenses in respect of Section 2 arising from an occurrence that is in excess of the Deductible. The Deductible amount shall be borne by the Insured and shall remain uninsured, with regard to all payments for which the Insured shall be liable.

### **Exception to Section 2 – Public and Product Liability**

This Section excludes all liability:

#### **1. Employers Liability**

In respect of accidental injuries sustained by an Employee which arises out of and in the course of his employment by the Insured.

#### **2. Workers Compensation**

Attaching to the Insured or his insurer under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law

#### **3. Automobile, Marine and Aviation Liability**

Arising from the ownership, possession, or use by or on behalf of the Insured of:



- a. any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance;
- b. any vessel or watercraft made or intended to be waterborne other than a watercraft less than 8 meters;
- c. any aircraft.

#### **4. Advice, Design, Specification and Professional Duty**

Arising out of:

- a. advice;
- b. design;
- c. specification

given for a fee other than claims or Legal Proceedings for Personal Injury or Property Damage.

This exception does not apply to the rendering of or failure to render professional medical advice by medical doctors, medical nurses, and dentists employed by the Insured to provide first aid and other medical services on the Insured's premises.

#### **5. Care, Custody and Control**

For Property Damage to property belonging to the insured or in care, custody or control of the Insured or any Employee other than:

- a. personal effects, including vehicles and their contents, belonging to any director, partner, Employee or visitor of the Insured;
- b. premises, including fixtures and fittings, leased or rented to the Insured, unless liability is assumed under agreement and would not have attached in the absence of such agreement;
- c. premises and their contents not belonging to or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business.

#### **6. Property Being Worked Upon**

For Property Damage to that part of any property upon which the Insured is or has been working if the loss or damage arises from such work.

#### **7. Damage to Products**

- a. for Property Damage to Products;
- b. for any cost or expense incurred in the inspection, repair, replacement, removal or recall of Products.

#### **8. Aviation Products**

Arising out of any Product which, with the knowledge of the Insured, is incorporated into any aircraft made or intended to be airborne.

#### **9. Pollution**

In respect of:

- a. pollution directly or indirectly caused by or contributed to by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
- b. the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up smoke, vapours, soot, mould, fungus, fumes, acids, alkalis, toxic chemicals, liquids of gases,

waste materials or other irritants, contaminants or pollutants discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water;

c. fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in 9 (a) above.

Notwithstanding this Exception shall not apply with respect to 9 (a) and (b) above, if such discharge, dispersal, release or escape meets all five (5) of the following conditions:

1. discharge, dispersal, release or escape must be neither expected nor intended by the Insured; and
2. the beginning of the discharge, dispersal, release or escape must take place during the Period of Insurance; and
3. the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape; and
4. the initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape; and
5. notwithstanding anything to the contrary in this Policy, the Insured's duties in the event of the Occurrence, claim of Legal Proceeding, or any other Policy Conditions, all claims made or Legal Proceedings commenced against the Insured under this coverage must be reported to the Company as soon as practicable but not later than 30 days after the termination of the Policy.

#### **10. Contractual Liability**

Which is assumed by the Insured under any contract or agreement, however, this exception does not apply to liability that would have attached in the absence of such contract or agreement.

#### **11. Libel and Slander**

Arising out of libel or slander:

- a. made prior to the effective date of this insurance;
- b. made by or at the direction of the Insured with the knowledge of the defamatory character thereof;
- c. related to advertising, broadcasting or telecasting activities, including internet activity other than electronic mail, conducted by or on behalf of the Insured.

#### **12. Financial Loss**

For Financial Loss, unless such Financial Loss is a direct result of Personal Injury or Property Damage for which indemnity is provided by this Policy.

#### **13. Radioactive Contamination**

Of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof

where such liability is:

- i. the liability of any principal; or
- ii. liability assumed by the Insured by agreements and which would not have attached in the absence of such agreement.

#### **14. War and Terrorism**

For any consequence of war, terrorism, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### **15. Asbestos**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining, of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' of the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim or Legal Proceeding against the Insured.

#### **16. Silica**

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, including without limitation all liability to pay claimants' of the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim or Legal Proceeding against the Insured.

### **Extensions to Section 2 – Public and Products Liability**

Subject to all provisions, terms, exceptions and conditions of this policy cover is extended as outlined below. The total of all payments made under these extensions shall be part of and not in addition to the Limit of Liability. The extensions are also subject to the Deductible.

#### **1. Cross Liability**

If the Insured comprises more than one party, the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issue to each, provided that the total liability of the Company for all liability sustained by any or all of the Insureds shall not exceed the Limit of Liability stated in the Schedule.

#### **2. Compensation for Court Attendance**

In the event of any of the Insureds attending court as a witness at the specific written request of the Company in connection with a Legal Proceeding notified under and covered by this Policy Section 2 – Public and Products Liability, the Company will pay all reasonable expenses incurred by the Insureds because of their time off work, at the following rates per day for each day on which attendance is required:

- a. any director or partner of the Insured an amount equal in value to US\$ 150;
- b. any Employee of the Insured an amount equal in value to US\$ 50.

#### **3. Overseas Personal Liability**

The Company will indemnify the Insured and if the Insured so requests any:

a. director or partner, procurator, shareholder of the Insured;

b. Employee; or

c. spouse, partner or dependant of the persons stated in (a) or (b) above who are accompanying such persons against legal liability in respect of Personal Injury or Property Damage incurred in a personal capacity by such individuals while temporarily outside their normal country of residence in connection with the Business.

Provided always the indemnity will not apply to liability:

- i. arising out of the ownership or occupation of land or buildings;
- ii. where indemnity is provided by any other insurance;
- iii. arising out of the ownership possession or use by or on behalf of such individuals of any mechanically propelled vehicle including any trailer or apparatus attached thereto and any vessel or craft made or intended to be airborne or waterborne.d

#### **4. Automatic Acquisitions**

The indemnity afforded by this Policy shall apply automatically to all operations including premises acquired, established or created during the Period of Insurance.

Provided always that:

- a. the Insured notifies the Company in writing with full underwriting information:
  - i. within 90 days for new acquisitions where annual payroll is nit more than 5% of the Insured's last reported annual payroll figure and here is no material alteration to the Business or risk;
  - ii. as soon as practicable for new acquisitions other than as detailed in (i) above;
  - iii. at the beginning of any new Period of insurance if this is earlier than (i) or (ii) above;
- b. payroll for any new acquisitions shall be declared in accordance with Condition 10 Adjustment where the Policy is written on an adjustable basis;
- c. the Company reserves the right to:
  - i. establish a separate rate and premium and if appropriate terms where the Policy is written on a non-adjustable basis and the total annual payroll of the new acquisitions represents an increase in payroll greater than 10% of the estimate provided at the beginning of the Period of insurance  
or
  - ii. accept or deny coverage at the time of notification and to establish a separate rate and premium and if appropriate terms for any such coverage where the new acquisition represents a material alteration to the Business or risk.

## General Conditions Applicable to All Sections

### **1. Representations and Observance**

By accepting this policy the Insured agrees that:

- a. the statements in the Proposal and any attachments are accurate and complete and acknowledges that the Company has issued this policy in reliance upon those representations;
- b. the due observance of the terms of this Policy by the Insured in so far they relate to anything to be done or completed with are conditions precedent to any liability of the Company.

### **2. Reasonable Care**

The Insured shall take all reasonable care to prevent injury or loss or damage and to maintain the premises, plant and all the other business assets in good repair and to comply with all statutory obligations and regulations.

The Insured shall make good or remedy any defect or danger and take such additional precautions as may be required as soon as possible after discovery.

### **3. Duties in the event of Occurrence, Claim or Legal Proceeding**

Upon the happening of an Occurrence which may give rise to a claim or Legal Proceeding under this Policy the Insured shall:

- a. as soon as reasonably practicable:
  - i. notify the Company of such Occurrence but not later than 7 days after he becomes aware of it;
  - ii. provide in writing as required such particulars and information as the Company may request;
- b. not later than 7 days after becoming aware:
  - i. on receipt forward to the Company every letter, claim, Legal Proceeding, writ, summons, process or other document served on the Insured or their representative;
  - ii. notify the Company of any impending prosecution, inquest, fatal injury or proceedings in any court;
- c. as the Company may require:
  - i. retain anything connected herewith;
  - ii. provide all assistance;
- d. promptly take at his own expenses, all reasonable steps to prevent other Personal Injury or Property Damage arising out of the same conditions, but such expense shall not be recoverable under this Policy.

### **4. Admission of Liability**

The Insured shall not:

- a. make admission of liability;
- b. take any action which may be construed as an admission of liability;
- c. repudiate or settle any claim or Legal Proceeding; or
- d. waive any rights of recovery

without the prior written consent of the Company.

### **5. Conduct and Control of Claims or Legal Proceeding**

The Company shall have the right to:

- a. defend any claim or Legal Proceeding against the Insured;
- b. i. take over and conduct the defence or settlement of any claim or Legal Proceeding;  
ii. prosecute for its own benefit any claim or Legal Proceeding for indemnity or damages or otherwise in the name of the Insured;
- c. have subrogation of all the Insured's rights of recovery against any person or organization, whether before or after indemnification by the Company;
- d. exercise full discretion in the conduct of any Legal Proceeding and in the settlement of any claim or Legal Proceeding after the indemnification by the Company.

#### **6. Alteration of Risk**

The Insured shall notify the Company in writing within 30 days of any material changes to the Business description as stated in the Schedule. The Company reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such change in Business description as stated in the Schedule.

#### **7. Waiver of Change of Policy Terms**

The terms of the Policy shall not be waived or changed except by written endorsement or agreement issued by the Company to form a part of the Policy.

#### **8. Settlement**

The Company may:

- a. pay any part or all of the Deductible amount to effect settlement of any claim, Legal Proceeding or series of claims or Legal Proceedings and in such circumstances the Insured shall promptly reimburse the Company for the amount of the Deductible paid by the Company;
- b. in its sole discretion pay to the Insured, in connection with any claim, Legal Proceeding or series of claims or Legal Proceedings, the aggregate Limit of Indemnity (after deducting any sum or sums already paid), or any lesser amount for which such claim(s) or Legal Proceeding(s) can be settled. In such an event the Company shall then relinquish the conduct and control and be under no further liability in connection with such claim(s) or Legal Proceeding(s).

#### **9. Other insurance**

Unless otherwise required by law, any insurance as is provided under this policy shall apply only as specifically excess over any other valid and collectible insurance, any applicable liability insurance, self-insurance programme or any equivalent policy irrespective of the amount thereof and whether or not such policy is actually maintained by the Insured.

#### **10. Adjustment**

If the premium for this Policy is calculated on estimates provided by the Insured, within 3 months after the expiry of each Period of Insurance, the Insured shall supply to the Company such information as is required to adjust the deposit premium and the difference shall be payable by or to the Insured subject to any designated minimum premium.

#### **11. Cancellation**

Provided that there is no open claims, the Company may cancel this Policy by giving 30 (thirty) days notice by recorded delivery to the Insured or his agent at the address stated in the policy or other address which

he had provided to the Insurer and in such circumstances the Insured shall then become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance. In the event that the Insured cancels the policy, or it is cancelled on the grounds of article 13.4 below, the Company shall retain the customary short rate proportion of the premium.

## **12. Jurisdiction and Governing Law**

This Policy is subject to the laws of the Republic of Albania. All disputes, not resolved by mutual consent, arising from this insurance or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, shall be referred for resolution to the competent court at the seat of the Insurer.

## **13. Survey**

13.1 The Company shall be entitled to conduct a survey of the Insured's health and safety policy and procedures and of the day to day monitoring and implementation of such policies and procedures 9a ('Survey'). The Company shall be entitled to conduct a Survey at any time, including, where is its sole discretion the Company deems necessary or advisable, without prior notice to the Insured subject to which the Company will use reasonable endeavours to give the Insured reasonable notice of any intended Survey.

13.2 The Insured shall allow the Company, its agents, representatives, employees or consultants (hereinafter referred to as the 'Surveyor'):

- i. access to its premises and other places of business;  
and
- ii. to conduct such enquiries as the Surveyor deems necessary, including (without limitation) by way of interviews with employees;  
and
- iii. generally provide all reasonable cooperation and assistance as the Company or the Surveyor may require in a conduct of the Survey.

All written records of the Survey shall be retained by the Company.

13.3 The Company shall notify the Insured as regards the findings of the Survey and in the event of any adverse finding by the Surveyor which is reasonably capable of being remedied by the Insured, the Insured shall use all reasonable endeavours to implement such remedial actions recommended by the Surveyor as specified in the Survey report and within any time period specified in the Survey report for this purpose. It is agreed that the Company shall continue to provide cover under the Policy whilst such remedial actions are being undertaken by the Insured.

13.4 Without prejudice to Condition 13.3, in the event that:

- i. the adverse finding by the Surveyor is not reasonably capable of being remedied by the Insured;  
or
- ii. the Insured fails to carry out the remedial actions to the satisfaction of the Surveyor or the Company within the time period specified in the Survey report;

the Company shall have the right to cancel this Policy in accordance with Condition 11 above.

## **14. References to Statute**

In this Policy references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced from time to time and are to include any

orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

#### **15. Premium Payment**

Premiums due under this agreement are payable in full within 14 days from the date of issuance of the invoice by the Insurer to the Insured. Should the Insured fail to pay the premium within this period, an additional surcharge of 2% of the premium shall be charged to the Insured and be payable within 28 days from the date of issuance of the invoice. The agreement shall be automatically cancelled should the Insured fail to pay the premium together with the additional surcharge in accordance with the conditions regarding non-payment of premium and an appropriate 'Time on Risk premium' shall be charged to an payable by the Insured within 14 days of the Cancellation by the Insured.

#### **16. Subrogation**

In the event of payment under this policy in respect of a claim or Legal Proceedings, the Company shall be subrogated to the extent of such payment to all of the Insured's rights of recovery in respect of payment and shall be entitled to pursue and enforce such rights in the name of the Insured who shall provide the Company with all reasonable assistance and co-operation including the execution of all papers required and shall do everything that may be necessary to secure any rights including the execution of any documents necessary to enable the Company effectively to bring suit in the name of the Insured whether such acts shall be or become necessary before or after payment by the Company. The Insured shall do nothing to prejudice those rights. Any amount recovered in excess of the Company's total payment shall be restored to the insured less the cost to the Company of such recovery.

#### **17. Notice and Authority**

It is agreed that the Insured acts on behalf of all Insureds with respect to the exercise of all their rights and the discharge of all their duties in respect of this policy, including but not limited to:

- 17.1. negotiating the terms and conditions of cover;
- 17.2. binding cover;
- 17.3. the notification of a claim or Legal Proceeding;
- 17.4. the giving and receiving of any notice of cancellation;
- 17.5. the payment of premium and the receipt of any refund of premium that may become due;
- 17.6. the payment of the Deductible;
- 17.7. the negotiation and signing of any document;
- 17.8. the appointment of lawyers to defend a claim or Legal Proceeding; and the Insured persons (as per the definition in this Policy) must provide the lawyers with all documents necessary to authorize the lawyers to act on their behalf;
- 17.9. the receipt of amounts payable by the Company under this policy.

#### **18. Assignment**

This policy and any rights hereunder cannot be assigned without written consent of the Company.

#### **19. Titles and Italics**

Headings are included for convenience only and do not affect interpretation of the policy. Words and expressions in the singular include the plural and vice versa. Words that are in italics and are capitalized have special meaning and are defined. Words that are specifically defined in this policy have the meaning normally attributed to them.



**20. Fraudulent Claims**

If the Insured shall give notice of any claim or Legal Proceeding under this policy knowing it to be false or fraudulent, as regards amount or otherwise, such claim or Legal Proceeding shall be excluded from cover under this policy and the Company reserves the right to void this policy in its entirety, and in such case all claims or Legal Proceedings under it shall be forfeited

### SECTION III

## Professional Indemnity Insurance for Facilities Management

#### Policy Wording

This is a "claims made" Policy. This insurance only covers Claims reported to Insurers during the Period of Insurance.

#### 1. INSURING CLAUSE

The Insured having made a proposal and declaration and having paid or agreed to pay the Premium, The Insurer will indemnify the Insured to extent stated herein against any Claim for Civil Liability for which the Insured may become legally liable, first made against the Insured and notified to the Insurer during the Period of Insurance arising out of the professional conduct of the Insured's Business Activity alleging:

- a negligence or breach of duty of care;
- b negligent misstatement or negligent misrepresentation;
- c unintentional infringement of intellectual property rights including copyright, patent, registered design right or breach or misuse of confidential information;
- d defamation;
- e loss of documents;
- f dishonesty of employees excluding any claim or loss resulting from the dishonest, fraudulent, criminal or malicious acts or omissions committed after the Insured could reasonably have discovered or suspected improper conduct by the employee. No indemnity will be provided to any person committing or condoning any dishonest, fraudulent, malicious or criminal acts or omissions.

#### 2. DEFINITIONS AND INTERPRETATION

2.1 In this Policy, unless the context otherwise requires, the following words and expressions shall bear the meaning set out below:

**Business Activity** means the activity (ies) shown in the Schedule, which the Insured performs in the ordinary course of business as a Facilities Manager for which the Insured is remunerated.

**Claim** means any one claim or series of claims arising from a circumstance or occurrence or a series of circumstances or occurrences consequent upon or attributable to one source or original cause.

**Defence Costs** means costs and expenses incurred by or on behalf of the Insured consent and agreement to investigate, settle or defend a Claim against the Insured.

**Document** means agreements, plans, records, deeds, books, letters, certificates, documents or forms of any description whether written, printed or reproduced by any other method or means excluding bearer bonds or coupons, stamps, bank or currency notes or other negotiable instruments.

**Excess** means the amount stated in the Schedule which the Insured must bear in Defence Costs before the Insurer is liable to make any payment under this Policy.

**Inception Date** means the date on which the Insured's insurance cover commences as specified in the Schedule.

**Insured** means the individual person, partner, company, firm or organisation (and any subsidiary company or other associated organisation) named in the Schedule including all directors, partners and employees engaged in the Insured's Business Activity.,

**Insurer** means "SIGAL UNIQA Group AUSTRIA" SH.A., SIGAL Business Center, Bul. "ZOG I", No. 1, Tirana, Albania.

**Limit of Indemnity** means the maximum amount recoverable for any one Claim under this Policy as stated in the Schedule. The Limit of Indemnity shall include all costs and expenses incurred with the Insurer's consent and agreement in the investigation, settlement or defence of any Claim for which the Insurer's liability under this Policy is engaged.

**Period of Insurance** means from the Inception Date to the date on which insurance cover ceases as stated in the Schedule.

**Policy** means this policy of insurance between the Insurer and Insured together with the Schedule and Proposal.

**Premium** means the amount payable by the Insured for this Policy together with Insurance Premium Tax (IPT) as stated in the Schedule.

**Proposal** means the proposal for insurance provided under this Policy including any documentation or information submitted in support by the Insured.

**Schedule** means the schedule of insurance issued by the Insurer specifying inter alia the Policy number, Premium, the Insured's name, the Insured's Business Activity, the Limit of Indemnity and the Period of Insurance.

**Territorial Limits** means Albania.

2.2 This Policy and Schedule shall be read together.

2.3 The headings are for ease of reference only and do not affect its interpretation.

2.4 References to any statute, statutory provision, Order or Rule

include a reference to that legislation or those Rules as amended, extended, consolidated or replaced from time to time (whether before, on or after the Inception Date of this Policy) and include any former legislation or Rules which it re-enacts, consolidates or replaces and any order, regulation, instrument or other subordinate legislation made under the relevant legislation or rules.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa, references to any gender shall include all other genders.

### 3. INSURANCE

#### Observance of Terms

**The Insured must observe and comply with the terms and conditions of this Policy. Any term or condition of this Policy insofar as it relates to anything to be done or complied with by the Insured shall be conditions precedent to the Insurer's liability to make any payment under this Policy.**

3.1 Subject to the terms and conditions of this Policy, the Insurer agrees to indemnify the Insured against the payment of Defence Costs up to the Limit of Indemnity stated in the Schedule arising from Claims made within the Territorial Limits.

3.2 The Insurer shall only be liable to bear VAT to the extent that VAT is irrecoverable by the Insured. For the avoidance of doubt, any element of VAT which the Insurer is obliged to pay shall be encompassed within the Limit of Indemnity.

3.3 If the Insured is adjudged bankrupt or deemed insolvent during the Period of Insurance, the Insurer reserves the right to withdraw cover under the Policy in which case the Insurer shall have no liability to make any payment in respect of Defence Costs.

### 4. EXCLUSIONS

4.1 Any Claim or loss involving death or bodily injury to any person or physical loss or damage to property (except in so far as indemnified by the Loss of Documents extension).

4.2 Any Claim, potential Claim or circumstance known to the Insured prior to inception of this Policy and which the Insured knew or ought reasonably to have known might result in a Claim against the Insured.

4.3 Any Claim made against the Insured from an entity in which the Insured exercises a financial or managerial interest.

4.4 Any Claim arising from the Insured's insolvency or impecuniosity or lack of financial resources.

4.5 Any Claim arising from services undertaken prior to the Insured's incorporation.

- 4.6 Any Claim, potential Claim or circumstance which has or ought to have been notified under any other policy of insurance prior to the Inception Date.
- 4.7 Any Claim made against any Insured by any other Insured.
- 4.8 Any fines, penalties, punitive or exemplary damages or other non-compensatory damages the Insured is ordered to pay by a Court.
- 4.9 Any Claim, potential Claim or circumstance in respect of which the Insured is, or would be but for the existence of this Policy, entitled to indemnity under any other policy of insurance.
- 4.10 Any fees claimed back or withheld by a customer of the Insured arising from non-performance of the Insured's contractual obligations unless such fees form part of a compromise settlement of a Claim.
- 4.11 Any Claim arising out of the Insured's contractual liability unless such liability would have existed and/or attached in the absence of such contract or agreement.
- 4.12 Any Claim arising from the provision of advice on financial matters.
- 4.13 Any Claim arising from the manufacture, installation, maintenance or servicing of any product sold, supplied or distributed by the Insured.
- 4.14 Any Claim, potential Claim or circumstance emanating from outside Albania territory.
- 4.15 Any Claim arising from the acquisition or sale of land, buildings, commercial premises or facilities.
- 4.16 Any Claim arising from the negotiation, amendment, drafting or preparation of a lease.
- 4.17 Any Claim arising from date recognition failure.
- 4.18 Any Claim arising from the Insured's loss or distortion of electronically held data.
- 4.19 Any Claim arising from the sale and/or supply of hardware other than advice provided in connection therewith.
- 4.20 Any Claim arising from the recommendation of any goods or products where their use is not in accordance with the manufacturer's specification.
- 4.21 Any Claim arising from the manufacture, installation, maintenance or servicing of any product sold, supplied or distributed by the Insured.
- 4.22 Any Claim arising from obscenity, blasphemy or pornographic material.
- 4.23 Any Claim involving asbestos.
- 4.24 Nuclear risks:
- 4.24.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

4.24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public or local authority, any act or acts of terrorism, force of violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. The burden of proving that a Claim does not fall within this exclusion shall be upon the Insured.

4.25 Transmission of a computer virus arising out of the exercise and conduct of the Business Activity.

4.26 Any inherent or latent defect in any software, hardware, firmware, cabling or electronic equipment supplied by the Insured directly or via a third party.

4.27 Any contract where the Insured has failed to take reasonable steps, either before or during the contract, to ensure they could meet the requirements of the contract having regard to the resources and skills available to them.

4.28 Any Claim arising from any contract where the Insured does not either exclude or limit their liability in respect of loss of data, software, profits, turnover, revenue, sales or any other consequential loss, where it was reasonable for them to do so.

## **5. CLAIMS CONDITIONS**

5.1 It is a condition precedent to the Insurer's liability to indemnify the Insured that the Insurer is notified in writing within 30 days of any circumstance, act, alleged act, omission or any other event giving rise to or may give rise to a Claim as soon as such is known by the Insured. In any event, such notification must be made during the Period of Insurance.

5.2 The Insured shall not admit liability or attempt to compromise, settle or defend a Claim without the Insurer's prior written consent.

5.3 The Insurer reserve the right, but not the obligation, to take control of and conduct in the Insured's name the investigation, settlement or defence of any Claim.

5.4 Legal proceedings against the Insured will only be defended if in the opinion of the Insurer there is a reasonable prospect of success after taking account of the commercial considerations and economics of defending such Proceedings.

**6. SUBROGATION**

6.1 The Insurer shall be subrogated to the Insured's rights of recovery in relation to any claim or loss paid or payable under this Policy. The Insured shall co-operate fully with the Insurer in connection with any action which may be necessary to enforce any rights, remedies, relief or indemnity from other parties arising from the Insurer's rights of subrogation.

**7. NON-DISCLOSURE AND MISREPRESENTATION**

7.1 For the avoidance of doubt The Insurer shall be entitled to void the Policy ab initio where there has been any non-disclosure of material facts or untrue statements made by the Insured prior to or at inception or at any time during the the Period of Insurance.

**8. ASSIGNMENT**

8.1 The Insured shall not be entitled to assign the benefit of this Policy without the Insurer's prior written consent.

This Policy shall be for the exclusive benefit of the Insured and that in no event shall anyone other than the Insured have any right of action under this Policy.

**9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

9.1 Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Policy.

**10. CANCELLATION**

10.1 This Policy may be cancelled by the Insurer or on its behalf on 30 days written notice of cancellation to the Insured with an adjustment of Premium such that the Insurer receives or retains pro-rata Premium.

This Policy may be cancelled by the Insured on giving written notice to the Insurer with an adjustment such that the Insurer receives or retains Premium at the short-term cancellation rate.

No return of Premium will be made to the Insured where a Claim or potential claim has been notified during that Period of Insurance.

**11. COMMUNICATIONS**

11.1 All communications and notices to the Insurer, and the Insured shall be deemed duly given if sent by first class post. All communications and notices to the Insured shall be deemed to have been duly given if sent by first class post to the Insured at his last known address.

**12. GOVERNING LAW**

12.1 This Policy shall be subject to and construed in accordance with the laws of Albania.

**IMPORTANT INFORMATION**

**CLAIMS NOTIFICATION**

Initial notification of a Claim or potential Claim and request for a claim form must be made by the Insured in writing to the Insurer via:

SIGAL UNIQA Group AUSTRIA SH.A.

SIGAL Business Center

Blvd "ZOG I", No. 1, Tirana, Albania

Tel: +355 4 2253407 / 08 Fax: 355 4

2250220 e-mail: [info@sigal.com.al](mailto:info@sigal.com.al) and

[pasuria@sigal.com.al](mailto:pasuria@sigal.com.al)

For and on behalf of

The Insured:

*Alvis Mersli*

Date:



For and on behalf of

The Company

*Alvis Mersli*  
Date: *10/06/2017*

