

Rep. Cont. nr. 22  
del 11.07.2018

Serial NO: 0000289

**POLICA E SIGURIMIT TE PERGJEGJESISE CIVILE**  
CIVIL LIABILITY POLICY

Filiali Branch Office	ZYRA QENDRORE	KODI Cody	Ho12/00	Data e leshimit Issued date	10.07.2018
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**1. Të dhënat e agjentit – agent detail**

Emri dhe mbiemri: Name and surname:	ZYRA QENDRORE	Adresa: Address:	Rr Komuna e Parisit	Nr. i tel: Tel. No:	
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**2. Kohëzgjatja e sigurimit – Insurance validity**

Prej- from	11.07.2018	Deri- to	11.07.2019
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**3. Të dhënat e të siguruarit – Detail of insured**

Emer Mbiemer /Name Surname	Adresa /Address	NIPT / Vat no.
Agjensia Italiane ne Tirane- Zyra e Ambasades Italiane	Rruga Abdi Toptani ,Torre Drini, kati 5	J61912009P

**4. Limiti i demshperblimit/ Limiti of indemnity**

Limiti agregat / Limit of indemnity	Per person/ Bodily injuies	Limiti per ngjarje / Limit per occurrence
1,000,000Euro	50,000Euro	1,000,000Euro

Lloji i Biznesit Description of the business	Pjesa e zbritshme Deductible	10 % per cdo ngjarje 10% each and every loss
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**5. Primi/ Premium**

	Primi Premium	Taksa Tax	TOTALI TOTAL	Mënyra e pagesës Payment method	Data e pageses Payment date
Primi total/ Total Premium	1,000 Euro	100 Euro	1,100 Euro	UXH	11.07.2018

**I Siguruari / Insured**

Agjensia Italiane ne Tirane  
Zyra e Ambasades Italiane



**Siguruesi / Insurer**

Sigma Interalbanian VIG SHA



Kapitali themelues  
498.213.242,39 Lekë  
Adresa: Rr. Komuna e Parisit,  
Pall. Lura, P.O.Box 1714  
NIPT: J913290030  
Tel: +355 4 2258254  
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kontakt@sivig.al www.sivig.al



# Civil Liability

## I. General Provisions

The general conditions of:

Insurance contract on general liability hereinafter is to be called "Insurance Conditions". Insurance Institute 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".

Additional persons insured

Provided that it is required and specified on schedule, the "Insured" will include the following:

- a) any manager or partner of Insured in his respective capacity as such.
- b) any person employed by the Insured under a contract of service or apprenticeship 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.
- d) any third party who has the legal right to claim damages against the insured in respect of any Insured Occurrence.
- e) State Police Guarding

## II. Insuring Agreement

Subject to the Terms, Limits, Exclusions and other Conditions contained in this Policy and Schedule, and in consideration of the Insured having paid or agreed to pay the premium **Sigma Interbanian VIG sha - Insurance Company** (Hereinafter called "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 Occurrence of which this Policy applies and the Limits of Indemnity hereunder as stated 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;





### **III. Insured Occurrences**

The following occurrences are insured by the Insurer if they will happen during the Period of the Indemnity insured by this Policy and have been reported to the Insurer by the Insured not later than three years after the Period of Indemnity.

Any kind of bodily injury (including death to or illness or disease) of or to any person considered "Insured" under this policy.

Loss or physical damage to any kind of tangible, movable or immovable property owned by any person considered "Insured" under this Policy.

Any kind of personal injury (such as, but not limited to shock and mental anguish caused by slander or libel, defamation of character, false detention, etc.) suffered by any person considered "Insured" under this Policy.

### **IV. Limits of indemnity**

#### **a) *Any one occurrence***

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

#### **b) *Claims Series Clause***

For purposes of determining the limit of the Insurer's liability in respect of Insured Occurrences as defined herein, all losses arising out of continued or repeated exposure to substantially the same harmful conditions shall be deemed as one occurrence and as having occurred during that Period of Indemnity in which the first loss occurred.

#### **c) *Aggregate Limit***

The Liability of the Insurer for all compensation costs and expenses payable in respect of all occurrences happening during any one Period of Indemnity shall not exceed the sum stated in the schedule as the Aggregate Limit.

The indemnity for each occurrence of liability of the insured in respect of the loading or unloading by or of any vehicle, trailer or vessel, water craft or aircraft pays, shall not exceed the maximum amount in the Schedule.

### **V. Territorial Limits/jurisdiction**

The Policy territory means ALBANIA (the country where insurers is domiciled). The Policy is governed by the law/jurisdiction of ALBANIA.

### **VI. Exclusions**

This Policy shall not apply to:





1. liability in respect of injury to or illness or disease of any person under a contract of employment service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of his employment, if the occurrences are covered by social insurance.
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 not resulting from property damage or bodily or personal injury as defined in sect. III.
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 of or damage property:
  - a) belonging to the Insured
  - b) worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured;
6. liability for loss of or damage to property arising from fire, lightning or explosion on the Insured's premises;
7. claims as far as the delayed performance or fulfillment and the compensation substituting the fulfillment of contracts are concerned;
8. claims for damages to work or goods produced or supplied by the Insured (or by third parties under or for his account) due to a cause inherent in the manufacture or supply;
9. liability in respect of recalling, removing, repairing, replacing, reinstating or the cost of or reduction in value of any commodity or good supplied installed or erected by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof;
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 occurrence which results from a deliberate dishonest or intentional acts or omission of the Insured and which could reasonably have been expected by the Insured in the absence to the nature and circumstances of such act or omission;
12. liability assumed by the Insured by contract or any other agreement unless such liability would have attached to the Insured in the absence of such contract or agreement;
13. any liability of whatsoever nature directly 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) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - c) 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.
14. liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, vandalism, malicious mischief or sabotage.
15. fines, penalties, punitive or exemplary damages.





## **VII. Payment of Premium**

Commencement and period of insurance.

The Insured is obliged to pay, to Insurer or at the agency center where the contract is signed with respective expirations, the same premium as specified in contract. The collection of premiums in continuance will be realized at Insured domicile and could in no way be exempted from such obligation. The first installment shall be paid off on issue (delivery) of contract. The subsequent installments shall be paid on delivery of respective payment evidence (bills) which must contain the signature of the Insured. 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.

The premium will remain latent on the date of expiration specified on contract.

For subsequent premiums it has been agreed 15 days limit to be observed, whereas the premium will remain latent, and reenter into force at 24 o'clock of the day of the payment remaining unchanged the expirations determined on contract.

During the above mentioned period, Insurer is entitled to inform by way of record delivery, repudiation of contract, reserving the right to hold the expiring premiums and to ask its legal execution.

The premium will be always determining for insurance period of 1 year because it resolve contract matters.

## **Adjustment of Premium**

The premium is determined on changeable risk ingredients bases, it 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 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:

Information on various elements specified in policy. This difference between assets and liabilities, which results from adjustment of premium, 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 differences between assets and liabilities, Insurer could fix further term not shorter than 15 days, after which the premium paid temporary for subsequent instalment shall be taken for the account or as guarantee for that annual insurance period for which is not applied adjustment or difference between assets and liabilities and the guarantee shall remain latent (without effect) until at 24 o'clock of the day on which the Insured has performed his obligations without prejudice to the rights of society at act legally to or to declare, by way of recorded post repudiation of contract.

For the invalidated contracts if the Insured does not perform the obligations relating to premium adjustment, prohibiting Insurer to act lawfully, is not obliged for losses occurring within the period to which the non adjustment of premium is referred.



Every time according to which the annual adjustment, the balance of changeable ingredients of risk does exceed the duplication of that which is taken as base for determining.

## **VII. Claims Provisions and Procedures**

1. The Insured take all reasonable precautions to prevent and mitigate injury illness loss or damage which may give rise to claim under this Policy.
2. Any occurrence which might give rise to claim under the Policy shall be reported in writing to the Insurer as soon as possible. As far as practicable no alteration or repair shall be carried out until the Insurer has had an opportunity of investigating. The Insured shall give immediate notice of any impending prosecution, inquest, fatal injury or civil proceeding in connection every 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 defence or settlement of any claim and prosecute at its own expense and for its own benefits any claim or claims arising from such occurrence can be settled and the Insurer shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
4. The Insurer may pay to the Insured the maximum sum payable under this policy in respect of any occurrence 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 or but for the existence of this Policy would be any other Policy of indemnity or insurance in favor of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except as far as any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

## **IX. 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 shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Insurer to inspect such record and following the expiry of each Period of Indemnity shall supply 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 as the case may be.
3. The Insurer may at any reasonable time inspect any property and in the event of any 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.
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 and help to be incorporated herein) shall be conditions precedent to any liability of the Insurer.

**X. Period of Indemnity**

The period of indemnity is one year. The Policy continues to apply and the premium shall be due for subsequent annual periods unless cancellation of this Policy by written notice of one of the parties within three months prior to each anniversary date.





**POLICA E PERGJEGJESISE PER PUNONJESIT**  
EMPLOYER'S LIABILITY POLICY

<b>Polica Nr./ Policy no</b>	<b>0000045</b>
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**INSURED**

<b>Emri i te siguruarit/ Name of the Insured</b>	<b>Agjensia Italiane ne Tirane- Zyra e Ambasades Italiane</b>
<b>NIPT</b>	<b>J61912009P</b>
<b>Adresa / Address</b>	<b>Rruga Abdi Toptani ,Torre Drini, kati 5</b>
<b>Pershrimi i punes/Description of business</b>	<b>Trup Diplomatic</b>

**INTERESI I TE SIGURUARIT/ INSURED INTEREST**

<b>Pergjegjesi e punedhenesit/ Employer's Liability</b>
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**LIMITET E DEMSHPERBLIMIT/ Limits of indemnity**

<b>Deme trupore - per person</b> Bodily Injury any one person	<b>Euro 50,000</b>
<b>Deme trupore - per cdo ngjarje</b> Bodily Injury any one event	<b>Euro 250,000</b>
<b>Deme trupore - total</b> Bodily Injury- total	<b>Euro 250,000</b>
<b>Pjesa e zbritshme</b> deductible	<b>10 % per cdo ngjarje</b> 10% each and every loss

**PERIUDHA E SIGURIMIT/ Period of Insurance**

<b>Afati I mbulimit</b> Short term policy	Nga: 11.07.2018 Ne : 11.07.2019
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**Ligji/ Law :** Shqiptar  
**Mbulimi Gjeografik: Shqiperi**  
Geographic scope

**PRIMI / Premium**

<b>Primi</b>	Primi 500 Euro Tax, 50 Euro <b>TOTAL 550 Euro</b>
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Bashkengjitur dhe pjese perberese e kesaj police jane kushtet e sigurimit dhe pyetsori bashkengjitur/ attach and part of this policy : General conditions and questionnaire attach

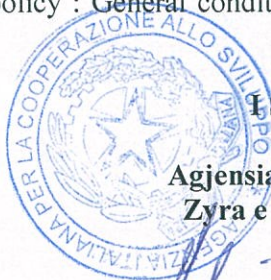
**SIGURUESI/Insurer**

**Sigma Interalbanian VIG sha**

**Klaidi ÇITOZI**



Leshuar ne Tirane, me 11.07.2018



**SIGURUARI/ Insured**

**Agjensia Italiane ne Tirane  
Zyra e Ambasades Italiane**

*Alvio Merola*



## GENERAL CONDITIONS OF EMPLOYERS' LIABILITY INSURANCE

### 1. COVERAGE

Whereas the Assured carrying on the Business described in the Schedule and no other for the purpose of this insurance has applied to Insurance Company (hereinafter called the Insurer) for the insurance hereinafter contained and has paid the respective premium than the Insurer will pay all claims as described on the general conditions of the Policy.

This policy covers the Insured against the consequences of all claims arising of bodily injury by accident or bodily injury by disease, which may suffer the Employees of the Assured.

#### **The coverage will apply if:**

The bodily injury must arise out and in the course of the injured Employee's work for the Assured.

The work should be done within the premises of the Assured specified on the Policy Schedule.

Bodily Injury by accident or disease must occur during the Policy Period.

Bodily injury by disease must be caused or aggravated by the conditions of the work.

The Employee's last day of exposure to the conditions causing or aggravating such bodily injury must occur during the Policy period.

This policy also covers court expenses and legal fees ruled by the courts in cases where a court case is filed against the Assured. The limit of liability for court expenses will be specified in the Policy Schedule.

#### **Special definition:**

**Bodily injury:** Death or bodily or disease

**Defense cost:** Cost incurred with the prior consent of the Insurer to investigate, settle or defend a claim against the Assured.

**Employees:** Any person working with the Assured in connection with the Assured business who is:

- employed by the Assured under a contract of service or apprenticeship
- hired by the Assured
- self-employed and working on a labour only basis under the control of the Assured or its supervision.
- a labour master or a person supplied by him
- engaged under a working experience or training scheme.



## 2. INDEMNITY

The Insurer will pay for all sums up to the limit of liability specified in the Schedule that the Assured must legally pay for damages caused for bodily injury or disease as specified under Article 1 "Coverage" , provided that the bodily injury or disease is covered by the Employers' Liability Policy.

The Insurer will pay the damages for which recovery is permitted by law and for which the Assured is liable to a third party by reason of a claim or suit against him by that third party to recover the damages claimed against such third party as a result of injury.

The Insurer will pay also the damages because of bodily injury of the Assured Employee arising out or in the course of work, claimed against the Assured in his capacity as an Employer.

In case when the damages suffered by the Employee will be paid by the Institute of Social Security, Insurer will pay only the amount, which exceeds the amount paid by this Institute, but up to the limit of liability specified on the Schedule.

## 3. EXCLUSIONS

This policy does not cover:

- a. The liability assumed under a contract.
- b. Punitive or exemplary damages because of bodily injury to an Employee employed in violation of the law
- c. Performance of duties other than the customary.
- d. Claims in respects of loss or damage caused or aggravated willfully or with malicious intent..
- e. Claims occurring outside of the Assured's premises.
- f. Claims occurring outside of the territory of the Republic of Albania.
- g. Claims arising out of coercion, demotion, reassignment, discipline, discrimination against any Employee.
- h. Moral indemnity
- i. Occupation disease
- j. Claims in respect of damage due to war, warlike actions, occupation, acts of foreign enemies, civil war, revolution, civil commotions, and the suppression of the same.
- k. Claims in respect f damages or loss due to nuclear fuel or nuclear residue following fission of nuclear fuel or innisation radiation provided that the above is out of the occupation of the Employer.

## 4. OTHER INSURANCE



If the Assured has signed more than one EL policy, than the other Insurers will be considered as co-Insurer and the Insurer will only pay its share of damages and costs. The share will be calculated in respect to the limit of liability and the premium paid.

## **5. LIMITS OF LIABILITY**

### **a) *Any one occurrence***

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

### **b) *Claims Series Clause***

For purposes of determining the limit of the Insurer's liability in respect of Insured Occurrences as defined herein, all losses arising out of continued or repeated exposure to substantially the same harmful conditions, shall be deemed as one occurrence and as having occurred during that Period of Indemnity in which the first loss occurred.

### **c) *Aggregate Limit***

The Liability of the Insurer for all compensation costs and expenses payable in respect of all occurrences happening during any one Period of Indemnity shall not exceed the sum stated in the schedule as the Aggregate Limit.

The indemnity for each occurrence of liability of the insured in respect of the loading or unloading by or of any vehicle, trailer or vessel, water craft or aircraft pays, shall not exceed the maximum amount in the Schedule.  
as the Aggregate Limit.

## **6. TERRITORIAL LIMITS/JURISDICTION**

The Policy territory means ALBANIA (the country where INTERALBANIAN is domiciled). The Policy is governed by the law/jurisdiction of ALBANIA.

## **7. SUBROGATION**

The Assured will subrogate his rights to the Insurer. The Insurer has the right to recover the payment from any one liable for an injury covered by this insurance.

The insurer has the right to carry on discussion and make compromise settlements with those claiming indemnity. Unless explicit consent given by the Insurer the Insured cannot accept any offer of indemnity in part or full and cannot make any payment to those injured in the work accident. In case of court actions, the Insurer has the right to administer the case.

It is noted hereby however that all costs attributable to criminal investigation and fines are outside the scope of this insurance.

## **8. PREMIUM**

The Assured shall , up to the amount and time limit stated in the policy , be obliged to pay the insurance premium to the Insurer .

The insurance premium shall be paid in the currency stated in the insurance policy.



The insurance premium may be paid either all at once or by installments under as the parties should agree.

The Policy shall be considered as enforced immediately after the payment of the premium. If the Assured will not pay the premium within 15 days from the inception date of the Policy than the Policy shall be cancelled.

The insurance premium is calculated based on the Proposal Form fulfilled by the Assured, who has the duty to declare the information required. In case of false declaration the Insurer has the right to cancel the Policy or to consider it as void.

## **9. CANCELLATION**

Both parties have the right to cancel the policy. The party should give prior written notice at least 15 days before the cancellation date.

## **10. NOTIFICATION OF LOSS**

The Insured shall comply with the following in case of work accidents.

- a) The Insured shall notify every incident, which may entail liability to the Insurer within 5 days of learning in writing.
- b) The Insured shall take all measures and steps as if not insured and follow the instructions of the Insurer.
- c) The Insured shall prepare and deliver all informations and documents describing how the work accident took place and when - where. This report shall include such information as date, hour, location of accident and all pertinent information to enable the Insurer to exercise right of recourse against others.
- d) The Insured shall assist the Insurer as much as possible during investigation carried out to ascertain the cause and conditions of how the work accident took place.
- e) The insured shall immediately notify the Insurer of any court action against himself as a result of the work accident. The insured shall deliver to the Insurer all writs of court and other documents inviting him to accept or pay indemnity.
- f) The insured shall give power of attorney to the lawyer designated by the Insurer in case of a court action.
- g) The insured shall allow any investigation to be carried out by representatives of the Insurer to ascertain possibility of recourses and amount of indemnity on the documents related with the work accident.
- h) The insured shall advise the Insurer if there are other policies covering the same case.
- i) The insured shall deliver all information and documents which will assist the Insurer in lodging a claim.

## **11. SETTLEMENT OF DISAGREEMENT**

Should the parties fail to resolve the disputes by a bilateral understanding, the Tirana District Court shall have the jurisdiction for their resolution.