

MARINE CARGO INSURANCE POLICY

GasamMamo Insurance Ltd, (hereinafter referred to as the Company) hereby agrees on consideration of the payment to the Company by or on behalf of the assured of the premium specified in the schedule, to insure against loss, damage, liability or expense in the manner hereinafter provided.

This insurance is subject to English law and practice.

In witness whereof this policy has been signed on behalf of the Company on the date stated on the schedule.

JURISDICTION CLAUSE

This Policy shall for all effects and purposes be deemed to be a Maltese contract.

Without prejudice to any arbitration proceedings in Malta under current statutory provision, this Policy shall be subject to the exclusive jurisdiction of the Maltese courts.

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta, or in Arbitration in Malta under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from you or any other person entitled to indemnity under this policy which costs and expenses of litigation are not incurred in Malta.



Julian J.Mamo
Managing Director

Important

Please examine this Policy, and if it does not meet with your requirements, kindly return it at once to the office of issue.

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

Liability of Carriers, Bailees or other Third Parties

It is the duty of the Assured and their Agents and or servants in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents and / or servants are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. Any damages / dents / irregularities to carton & / or outer packing should be noted on the Delivery Receipt and contents within thoroughly checked immediately. Such damages / losses should be endorsed on the Delivery Receipt accordingly.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery.

NOTE: The consignees or their Agents and or servants are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

Claim Notification to Insurer

Notification of any claim must be made to GasamMamo Insurance Ltd. immediately upon discovery of loss or damage.

Survey and Claim Settlements

In the event of loss or damage, which may involve a claim under this insurance, immediate contact must be made with the surveyors or claims agents shown on this certificate.

Documentation of claims

To enable claims to be dealt with promptly, the Assured or their Agents and or servants are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their Liability for the loss or damage.
7. Customs' / NSO Entry Forms.
8. Notice of Arrival.
9. Replies to Letters of Reserve.
10. Delivery Receipts endorsed with the relative damages / shortages.
11. Delivery Receipt signed by person collecting consignment from supplier / warehouse / depot.
12. Letters of Reserve to Carriers and other parties concerned.

Policy Ref: GMI/CARGO/0121

CLAUSES AND CONDITIONS

The Clauses specified below are available upon request

INSTITUTE CARGO CLAUSES A - CL382

INSTITUTE CARGO CLAUSES (AIR) (EXCLUDING SENDINGS BY POST) CL387

INSTITUTE WAR CLAUSES (CARGO) CL385

INSTITUTE WAR CLAUSES (AIR CARGO) (EXCLUDING SENDINGS BY POST) CL388

INSTITUTE STRIKES CLAUSES (CARGO) CL386

INSTITUTE STRIKES CLAUSES (AIR CARGO) CL389

INSTITUTE CLASSIFICATION CLAUSES CL354 BUT VESSELS NOT COMPLYING HELD COVERED

TERMINATION OF TRANSIT CLAUSE JC2009/056

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE - CL370

COMMUNICABLE DISEASE EXCLUSION (CARGO) (JC2020-011)

MARINE CARGO CYBER EXCLUSION AND AFFIRMATION ENDORSEMENT (JC2020-014)

POLITICAL RISK, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION CLAUSE (wording as per attached endorsement)

ELECTRONIC DATE RECOGNITION ENDORSEMENT (wording as per attached endorsement)

INFORMATION TECHNOLOGY HAZARDS CLAUSE (wording as per attached endorsement)

YEAR 2000 EXCLUSIONS (wording as per attached endorsement)

RUST, OXIDISATION, DISCOLOURATION, ELECTRICAL, MECHANICAL AND ELECTRONIC DERANGEMENT EXCLUSION (wording as per attached endorsement)

SANCTION LIMITATION AND EXCLUSION CLAUSE (wording as per attached endorsement)

SECOND- HAND REPLACEMENT CLAUSE (wording as per attached endorsement)

POLITICAL RISK, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION

Unless otherwise agreed, this Contract excludes any loss, damage, liability and expense arising from Political Risks, Financial Guarantees and Credit Risks as follows:

- a) any form of Contract Frustration business including non-payment or non-performance under any contractual agreement or financing instrument;
- b) any form of Credit business, including non-payment or non-performance under any contractual agreement or financing instrument;
- c) any form of Financial Guarantee other than those issues to prevent arrest or secure release of the vessel or those issued to or on behalf of a direct insured as required by law to permit the vessel to trade or operate in any given area;
- d) Surety other than Salvage Guarantees, General Average Guarantees or Collision Guarantees;
- e) any form of Confiscation, Nationalisation, Expropriation, Deprivation unless written as part of a hull or cargo or specie war risk and then only to the extent that it would be recoverable under the relevant Institute War and Strikes clauses or their equivalent;
- f) Forced Abandonment where personnel have been advised by a government or their management to evacuate from the country or region.

ELECTRONIC DATE RECOGNITION ENDORSEMENT

- 1. This policy does not cover loss, damage, liability or expense arising from or in any way connected whether directly or indirectly, with:
 - a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct Assured;
 - i. correctly and unambiguously to assign any date to the correct day, week, year or century,
 - ii. correctly to recognize sequence or compute any date which is or is intended to be beyond 31 December 1998
 - iii. to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999;
 - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
 - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimizing any of the above.
- 2. Notwithstanding 1.a) and 1.b) above, this policy shall be extended to include:
 - a) loss or damage arising from physical loss of or physical damage to tangible property;
 - b) liability for actual or alleged bodily injury;
 - c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property;provided that such loss, damage or liability above is within the terms conditions and exclusions of the policy.
- 3. For the purposes of 2. above, tangible property shall not include:
 - a) any data or embedded programming however stored or conveyed;
 - b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.
- 4. This endorsement shall not include loss, damage, liability or expense arising from any policy solely designed to cover losses arising from any matter referred to in 1.above.

INFORMATION TECHNOLOGY HAZARDS CLAUSE

The Insurance granted by this policy shall not provide cover and the Insurer shall not be liable for Losses directly or indirectly, out of:

1. Loss of, or damage to or
2. A reduction or alteration in the functionality or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the Assured or not, shall not be paid unless such losses are caused directly by one or more of the following physical perils, namely

Theft of equipment, collision, sinking, grounding or stranding or carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

YEAR 2000 EXCLUSIONS

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that this policy does not cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

This exclusion does not apply to:

1. Claims for loss of or damage to the subject matter insured reasonably attributed to:
 - (i) fire or explosion
 - (ii) vessel or craft being stranded, grounded, sunk or capsized
 - (iii) overturning or derailment of land conveyance
 - (iv) collision or contact of vessel, craft, aircraft or conveyance with any external object other than water
 - (v) total loss of aircraft in flight
 - (vi) discharge of cargo at port of distress
 - (vii) total loss of any package lost overboard or dropped whilst loading on to, or unloading from vessel, craft or aircraft
 - (viii) general average sacrifice
 - (ix) jettison or washing overboard
 - (x) entry of sea, lake or river water into vessel craft hold, conveyance, liftvan or place of storage.
2. General average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded elsewhere in this insurance.

RUST, OXIDISATION, DISCOLOURATION, ELECTRICAL, MECHANICAL AND ELECTRONIC DERANGEMENT EXCLUSION

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that this policy shall exclude rust, oxidisation, discolouration, electrical, mechanical and electronic derangement, unless caused by an insured peril.

SANCTION LIMITATION & EXCLUSION CLAUSE

We shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its member states, the United Kingdom or the United States of America, or any of its states.

EXCLUSION OF WAR & STRIKES COVER FOR SELECTED TERRITORIES

It is hereby understood and agreed that the insurance granted under the following clauses (where endorsed in the policy):

- Institute War Clauses (Cargo) CL 385
- Institute War Clauses (Air Cargo) (Excluding Sendings by Post) CL 388
- Institute War Clauses (Sending by Post) CL 390
- Institute Strikes Clauses (Cargo) CL 386
- Institute Strikes Clauses (Air Cargo) CL 389

shall not be applicable for shipments to/from and within Ukraine and Russia and all their territorial waters including but not limited to the Black Sea and all shipments in the Sea of Azov.

SECOND-HAND REPLACEMENT CLAUSE

In the event of a claim for loss of or damage to any part or parts of the interest insured, in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new article plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall liability of the underwriters exceed the insured value of the complete article.

Data Protection Notice

GasamMamo Insurance Limited having company registration number C3143 and registered office at Head Office, Msida Road, Gzira, Malta, is the data controller of personal data held about you and/or other individuals to be covered under a policy. Within the context of this notice, 'GasamMamo' means GasamMamo Insurance Limited and/or any of its affiliates, subsidiaries or associated entities.

The data that you provide to us, including sensitive data, will be used for the administration of quotations and policies, insurance underwriting, for handling and settling claims, for management information and for the prevention and detection of fraud and other crimes.

We may collect information about other individuals, such as your family members including minors, whom you propose to insure or insure with us. Yours and other individuals' information may be collected and disclosed from/to associated companies, intermediaries, re-insurers and other entities for the conduct of insurance purposes and for our legitimate interest such as:

- checks against publicly available information (like court judgements, or court orders) for assessing your application or at renewal or when issuing an endorsement. Similar checks may be made in assessing any claims made.
- claims handling purposes where information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters, surveyors, and investigators. In certain instances, we may require to be provided with further medical information from any doctor, hospital, clinic, laboratory or any related medical practitioner and healthcare providers including information not directly related to your current claim.
- for research or statistical purposes, including to analyse how people use our websites, view our products, respond to our advertising and to improve our understanding of what customers need.
- for training purposes, to improve our services and their delivery, for example by recording telephone calls.
- to communicate with you about your quotation, product or service, including improvements we make to the ways you can access your information.
- to prevent, detect suppress and/or prosecute fraud where we may at any time share information about you with other organisations, regulatory and public bodies (if applicable overseas), undertake credit searches and additional fraud searches, check and/or file your details with fraud prevention agencies and databases (such as the Malta Insurance Fraud Platform).
- third party suppliers or service providers to conduct certain business operations as per our outsourcing agreements.

If you give us information, including sensitive information, about other individuals, you confirm that they have given you their permission to provide their personal information to 'GasamMamo' Insurance and for GasamMamo Insurance to process their personal information and also that you have told the individuals who we are and how we use their data, as set out in our Privacy Policy.

We will retain personal information for as long as it is necessary to fulfil the above mentioned purposes for which it was collected and for a period of time permitted by law in order to comply with our legal obligations and requirements.

You have the right to request access to the personal information we hold about you. In certain instances, you may withdraw your consent to our processing of your personal information or request that we restrict the processing of your information or erase your information. However, we may continue to process your personal information if we have a legitimate interest or a legal obligation to do so. To exercise these and other rights mentioned in GasamMamo's Privacy Policy, you may contact us by email on insurance@gasammamo.com or by post to The Data Protection Officer, GasamMamo Insurance Limited, Head Office, Msida Road, Gzira, Malta. We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you.

If you are not satisfied with the way GasamMamo processes your personal data, you can contact us as indicated above. If, after making a complaint to us, you are still unsatisfied you have the right to refer the matter to the Office of the Information and Data Protection Commissioner, Floor 2, Airways House, High Street, Sliema SLM 1549, Malta or via email on idpc.info@idpc.org.mt.

We recommend you read our full Privacy Policy for a better understanding of how we process data by visiting: <https://www.gasammamo.com/company/legal/privacy-policy/>.

We may amend this notice from time to time for example, to keep it up to date or to comply with legal requirements.

In completing all the forms related to your policy or claims, you are confirming your understanding and acceptance of all the terms set out in our Privacy Policy.