

MARINE CARGO INSURANCE POLICY

Gasamamo 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.

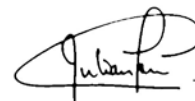
In witness whereof this policy has been signed on behalf of the Company on the date stated on the schedule.

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 Gasamamo 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.

Excess

An excess of €60 any one consignment applies for shipments over €200

Clauses and Conditions

Institute Cargo Clauses A - CL 382

Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL387

Institute War Clauses (Cargo) CL 385

Institute War Clauses (Air Cargo) (Excluding Sendings By Post) CL 388

Institute Strikes Clauses (Cargo) CL 386

Institute Strikes Clauses (Air Cargo) CL 389

Institute Classification Clauses CL 354 But Vessels Not Complying Held Covered

Termination Of Transit Clause JC2009/056

Institute Radioactive Contamination, Chemical, Biological, Biochemical And Electromagnetic Weapons Exclusion Clause - CL 370

Institute Cyber Attack Exclusion Clause - CL 380

N.B. Institute Clauses specified above are available upon request

Data Protection Notice

To the extent that the information supplied by you, whether orally or in writing, constitutes personal data, including sensitive data within the provisions of the Data Protection Act, you consent to the processing of such data for purposes of administering your proposal for insurance, your Policy, underwriting, handling of claims and also for the purposes of detecting, preventing and suppressing fraud and of keeping statistics. We may be required to collect further information from our sub-agents, other insurance companies, insurance intermediaries or insurance associations.

In addition, we may pass some or all of the information to other insurance companies, or insurance associations for underwriting and claims handling purposes and also for the purposes of detecting, preventing and suppressing fraud and of keeping statistics. This also helps us to check the information provided. When we deal with your request for insurance, we may search this information. When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the Malta Insurance Association.

We and other companies within our group would like, on occasion, to keep you informed of our products and services, by mail, fax, e-mail or other electronic means. Please inform us in writing if you do not wish to receive this information or if you wish to receive such information solely from Gasamamo Insurance Ltd.

You have the right to request access to, and rectification of, your personal data held by us by directing your request in writing signed by yourself to the Data Protection Officer, Gasamamo Insurance Ltd., Msida Road, Gzira GZR1405.

Msida Road, Gzira GZR1405, Malta - Tel: (356) 21 345123 Fax: (356) 21 345 77 - e-mail: insurance@gasamamo.com