



---

## CONTRACTORS' ALL RISKS POLICY

---

**Whereas** the Insured by a proposal or proposals which shall be the basis of this Contract and be deemed to be incorporated herein has applied to the Company and has paid or agreed to pay the Premium as consideration for the indemnity hereinafter contained.

**Now this Policy Witnesseth** that subject to the Terms Exceptions and Conditions contained herein and of any endorsement hereon the Company will indemnify the Insured in respect of loss, damage or liability as hereinafter specified occurring during the Period of Insurance or during any period for which the Insurer may accept payment for the extension of this Policy.

### CONTRACT AND JURISDICTION CLAUSE

This Policy shall for all effects and purposes be deemed to be a Cypriot contract and shall be governed by and according to the Law of the Republic of Cyprus.

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

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a competent court within Cyprus, or in Arbitration in Cyprus under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in Cyprus 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 persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in Cyprus.

### On behalf of Lumen Insurance

A handwritten signature in black ink, appearing to read "Julian J. Mamo", enclosed within a large, loopy, handwritten flourish.

**Julian J. Mamo**  
**Managing Director**

Examined:

Lumen Insurance, a trade name of GasanMamo Insurance Ltd.  
(The Company)

A general insurance company, regulated by the Malta Financial Services Authority operating in Cyprus through freedom of establishment represented by Agents and Attorneys Prodromou & Makriyiannis Underwriting Agencies and Consultants Ltd.

Registered in Malta, Msida Road, Gzira GZR1405, Malta

## SECTION I

### Insurance of Contract Works

The Company will indemnify the Insured in respect of

- Item I Loss of or damage to the Contract Works and temporary works in performance of the Contract and the materials for use in connection therewith
- Item II Loss of or damage to Constructional plant, tools, equipment, temporary buildings and other things brought on to the site of the works for the purpose of the said works not otherwise insured the property of the Insured or for which he is responsible
- Item III Costs and Expenses necessarily incurred by the insured with the consent of the Company in removing debris of the portion or portions of the property insured by Items I and II
- Item IV Architects`, Surveyors` and Consulting Engineers` fees necessarily incurred by the Insured with the consent of the Company in the reinstatement or replacement of the property insured by Items I and II but this Item shall not include such fees for preparing any claim

arising from any cause whatsoever (except as herein excluded) whilst on the site of the Contract.

The liability of the Company under this Section of the Policy shall not exceed the sum Insured.

In the event of loss the insurance hereunder shall notwithstanding be maintained in force during the period of the Contract for the Sum Insured the Insured undertaking to pay an additional premium at the agreed rate on the amount of the loss pro-rata from the date of such loss to the expiry of the period of insurance.

**Exceptions to Section I** – The Company shall not be liable under this Section in respect of

- 1 The amount stated as the Insured`s Retained Liability.
- 2 Loss or damage to
  - (a) deeds, bonds, bills of exchange, promissory notes, cash bank notes, cheques, securities for monies or cash
  - (b) any mechanically propelled vehicle or trailer other than a vehicle or trailer used on the site of the Contract and which is not insured under a motor or other insurance policy
  - (c) any vessel craft or thing made or intended to be waterborne or airborne or plant or materials carried thereon
- 3 Loss or damage due to mechanical or electrical failure, defective workmanship material or design, wear and tear, rust or gradual deterioration, but this exclusion shall only apply to that part of the insured property immediately affected and shall not extend to resulting loss or damage sustained by other insured property.
- 4 Any consequential loss.
- 5 Loss or damage due to cession of work whether total or partial.
- 6 Loss or damage directly or indirectly caused by or arising out of confiscation commandeering requisition or destruction of or damage to property by order of the

Government de jure or de facto or any Public Municipal or Local Authority of the Country or area in which the property is situated.

- 7 Any Loss of property either by disappearance or by shortage if such disappearance or shortage is revealed only when an inventory is made.
- 8 Loss of or damage to the Contract works or any part hereof which has been taken over or taken into use by the Principal unless such loss or damage be occasioned
  - (a) during the Period of Maintenance and arising from a cause occurring prior to the commencement of such Period of Maintenance
  - (b) by the insured contractor in the course of operations carried out by him in pursuance of his obligations under the Contract in respect of maintenance or the making good of defects.
- 9 Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## **SECTION II**

### **Liability to the Public**

The Company will indemnify the Insured against liability at law for all sums which the Insured shall become legally liable to pay in respect of accidents arising in connection with the Contract occurring within the Territorial limits resulting in death of or bodily injury to or disease sustained by any person or loss of or damage to property.

The liability of the Company in respect of any one claim or number of claims arising out of any one occurrence or series of occurrences attributable to any one source or original cause shall not exceed the Limit of Liability. The Company will in addition pay all costs and expenses incurred with its written consent.

Where more than one party comprises the Insured each of the parties shall for the purposes of this Section be considered as a separate and distinct entity and the words `The Insured` shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

### **Exceptions to Section II – The Company shall not be liable in respect of**

- 1
  - (a) death of or bodily injury or disease sustained by any person under a contract of service or apprenticeship with the Insured where such death or bodily injury or disease arises out of any in the course of such person`s employment with the Insured,
  - (b) any agreement entered into by the Insured unless liability arising therefrom would have attached to the Insured notwithstanding such agreement.
  - (c) liquidated damages or penalty clauses or fines or punitive or exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
- 2 Loss of or damage to property
  - (a) belonging to or in the custody or control of the Insured other than buildings temporarily occupied by the Insured for the purpose of alteration repair or decoration and not owned leased or rented by the Insured
  - (b) being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working and caused directly by such work.
- 3 Claims arising out of
  - (a) any passenger lift owned or leased by the Insured or for the maintenance of which the Insured is responsible

- (b) technical or professional advice furnished by the Insured or by any person acting on behalf of the Insured,
  - (c) the use of any vessel or craft or thing made or intended to be waterborne or airborne,
  - (d) the use of any mechanically propelled vehicle or trailer other than a vehicle or trailer used on the site of the Contract and which is not insured under a motor or other insurance policy,
  - (e) Liability to employees of the Insured or of his subcontractors or to the dependants of such employees under any law requiring compensation to be paid for injury to employees,
  - (f) Damage to any building structure or land caused by vibration or by the withdrawal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on behalf of the Insured.
- 4 Liability compulsorily insurable under any legislation governing the use of motor vehicles.

## GENERAL EXCEPTIONS

1 This Policy does not cover:

(a) any liability, loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

(b) any legal liability of whatsoever nature directly or indirectly caused by contributed to by consisting of or arising from the failure or inability of any

1. computer or auxiliary equipment
2. computer system software program or spreadsheet
3. data processing equipment media or auxiliary equipment
4. microchip integrated circuit or similar device
5. telecommunications equipment or systems
6. any other system for processing storing transmitting retaining or returning data

whether the property of the Insured or not and occurring before during or after the year 2000

- i. correctly recognise any date as its true calendar date or its true value.
- ii. capture save or retain and/or correctly manipulate interpret transmit return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value.
- iii. capture save retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in 1 to 6 above being a command or logic which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

(c) i. Loss, corruption or destruction of data, coding programme or software and/or  
ii. Unavailability of data and malfunction of hardware, software and embedded chips and/or  
iii. Business Interruption losses resulting therefrom

Unless they are the direct consequence of an otherwise insured physical damage.

2 any liability loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection rebellion, revolution, insurrection, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

3 Loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 4 any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with seepage, pollution and contamination.
- 5 any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever for or quantity.

## CONDITIONS

The Policy and the schedule hereto 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 of the schedule shall bear such meaning wherever it may appear.

- 1 If at any time any change shall occur materially varying any of the facts existing at the time of the proposal the insured shall immediately give notice, in writing to a chief or any Branch Office of the Company and the premium shall if necessary be adjusted by agreement.
- 2 Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall:
  - (a) as soon as possible after the occurrence give notice in writing to a chief or any Branch Office of the Company and at the Insured's own expense supply all information and proof of claim as may be required by the Company. In no case shall the Company be liable for any loss or damage not notified to the Company within three calendar months after the event.
  - (b) notify or forward to the Company every process letter writ or summons immediately upon receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy
  - (c) take all practicable steps including in the case of goods lost or stolen or wilful damage to, discover the guilty person or persons and have such person or persons prosecuted at the expense of the Company
  - (d) preserve the damaged or defective property for inspection by the Company's Officials.

- 3 The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not
- 4 No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 5 The Company may at its option repair reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money.
- 6 (a) The Company may at anytime pay to the Insured in respect of any claim or claims under Section I the Sum Insured stated in the Schedule and thereafter the Company shall be under no further liability in respect of such claim or claims.  
  
(b) The Company may at any time pay to the Insured in connection with any claim or series of claims under Section II in respect of which the Limit of Liability in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause is applicable the amount of such limit (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable from or incurred by the Insured in respect of matters prior to the date of such payment.
- 7 The Insured shall take reasonable precautions to prevent accidents and losses and to comply with all statutory and other obligations and regulations imposed by any authority and shall maintain all buildings ways works machinery furniture fittings and plant in sound condition. Upon discovery of any defect or danger the Insured shall forthwith proceed to make it good and shall take such temporary precautions to prevent accident or loss as the circumstances may require.
- 8 If a claim made by or on behalf of the Insured be in any respect fraudulent or if any false declaration or statement be made in support thereof all benefit under this Policy is forfeited.
- 9 This insurance does not cover any loss damage or liability which at the time such loss or damage arises is insured by or would but for the existence of this Policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- 10 The Insured shall within 30 days after the completion of the Contract furnish to the Company a declaration of the total contract price as finally measured and if such price shall differ from the value of the Contract referred to in the schedule on which the Premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or a refund by the Company as the case may be subject to the application of any minimum premium which may have been agreed between the Company and the Insured.
- 11 All differences arising between the Parties out of or in connection with the Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference. In case the Parties cannot agree upon the identity of the Arbitrator such Arbitrator shall be appointed by the President of the District Court of Nicosia. The Award of such Arbitrator whether appointed by the Parties in difference or by the President of the District Court of Nicosia as hereinabove mentioned shall be final and binding upon the

Parties. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 12 The due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liabilities of the Company to make any payment under this Policy.

### **COMPLAINTS PROCEDURE**

As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – your feedback will make the difference.

What should you do?

- Step 1 Please speak to your usual insurance advisor or your Lumen Insurance contact.
- Step 2 If you remain dissatisfied or you feel your complaint remains unsolved please write to the Agent of the Company in the Republic of Cyprus: The Managing Director, Prodromou & Makriyiannis Insurance Underwriting Agencies & Consultants Ltd., 20, Homer Street, 3<sup>rd</sup> Floor, 1097, Nicosia giving us your policy or claim number in any correspondence.
- Step 3 If you are still not satisfied you may wish to write to The Managing Director, Lumen Insurance, GasanMamo Head Office, Msida Road, Gzira GZR1405, Malta.

Following these procedures will not affect your right to take legal action.

#### **IMPORTANT**

This Policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away. You are reminded if the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.

Lumen Insurance, a trade name of GasanMamo Insurance Ltd a general insurance company, regulated by the Malta Financial Services Authority operating in Cyprus through the freedom of establishment represented by Agents and Attorneys Prodromou & Makriyiannis Insurance Underwriting Agencies & Consultants Ltd .

Registered in Malta, Msida Road, Gzira GZR1405, Malta

Agents & Attorneys: Prodromou & Makriyiannis Insurance Underwriting Agencies & Consultants Ltd,  
20, Homer Street, 3<sup>rd</sup> Floor, 1097, Nicosia Cyprus P.O. Box 25045, 1306 Nicosia Tel: +357 22353625 Fax: + 357 22353516 e-mail: info@pua.com.cy