

Jurisdiction Clause

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a court within the Maltese Islands. Furthermore, the indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands

Exceptions

This Policy shall not apply to:

- 1.0 Liability assumed by the Insured under contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement.
- 2.0 Liability in respect of injury to any Employee of the Insured arising out of and in the course of the employment or engagement of such person by the Insured.
- 3.0 Liability in respect of loss of or damage to any property belonging to or in the custody, charge or control of the Insured.
- 4.0 Liability in respect of:
 - 4.1 loss of or damage to any goods or other property sold, supplied, installed or erected by the Insured
 - 4.2 all costs of or arising from the need for removal repair making good rectification or replacement of
 - i) any such goods or property of
 - ii) any defective work executed by the Insured
- 5.0 Liability in respect of injury loss or damage caused by or arising out of:
 - 5.1 the ownership, possession or use by or on behalf of the Insured of
 - i) any mechanically propelled vehicle or trailer attached thereto
 - i. whilst on any road within the meaning of the Motor Vehicle Insured (Third Party Risks) Ordinance Cap.104
 - ii. if such liability is insured by any other policy or is required by any road traffic legislation to be the subject of compulsory insurance or other security
 - ii) any locomotive aircraft hovercraft or watercraft (other than any hand-propelled boat or pontoon)
 - 5.2 any goods (including containers thereof) or other property sold, supplied, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's charge or control at the time such injury, loss or damage occurs