

General Liability Insurance

Insurance Product Information Document

Company: Ethniki General Insurance – Cyprus

Product: Employers Liability

This document provides a summary of key information about the Employers Liability product including the description of the main coverages, exclusions, restrictions and other information related to the insurance contract. Full pre-contractual and contractual information is provided in the Terms and Conditions which are available through its insurance intermediaries.

What is this type of insurance?

This type of insurance provides cover to the Insured against liability at law for damage and claimant's costs, interest and expenses in respect of Accident or Occupational Disease to any employee in the Insured's immediate service.



What is insured?

Main covers

- ✓ The Company will indemnify the Insured against liability at law for damages and claimant's costs, interest and expenses in respect of Accident or Occupational Disease to any employee in the Insured's immediate service caused within the Geographical Limits during any Period of Insurance and arising out of and in the course of his employment by the Insured in the type of Business specified in the Policy Schedule
- ✓ The Company will in addition pay all other costs, interest and expenses incurred with its written consent
- ✓ Extensions Insured's Representatives



What is not insured?

- ✗ The Insured's liability to employees of contractors to the Insured
- ✗ Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- ✗ Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- ✗ Exemplary or punitive damages, fines and penalties
- ✗ Any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any legislation providing for workmen's compensation
- ✗ Any Accident or Occupational Disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power
- ✗ Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from nuclear weapons material, contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ✗ Death or personal injury of any person being carried by a motor vehicle or while entering or coming out from it and having occurred during the course of his employment as a result of such use of the motor vehicle while on a road.
- ✗ Any act of terrorism
- ✗ 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 asbestos or any materials containing asbestos in whatever form or quantity
- ✗ Losses arising directly or indirectly from
 - The loss of, alteration of damage to or
 - A reduction in the functional, availability or operation of a computer system, hardware, program, software, data, information, repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer of a computer program that contains any malicious and or damaging code
- ✗ Any loss or liability arising directly or indirectly out of, caused by or in connection to magnetic, electric or electromagnetic fields or their radiation or interaction in the form of an electromagnetic wave, howsoever caused or generated or diminution of property value



Are there any restrictions on cover?

Limit of indemnity

The total amount payable by the Company for damages including all costs, interest and expenses in respect of :

- ! Accident or Occupational Disease caused during the currency of the Policy to any employee consequent on or attributable to the same proximate cause shall not exceed the Single Employee Limit specified in the Policy Schedule. In the event that the Accident or Occupational Disease has been caused during more than one Period of Insurance, the Single Employee Limit at the time the Accident or Occupational Disease first commenced shall apply.
- ! Every event or series of events consequent on or attributable to the same proximate cause as a result of which an Accident or Occupational Disease is sustained by one or more employees, irrespective of whether such Accidents or Occupational Diseases were caused during one or more Periods of Insurance, shall not exceed the Limit of Indemnity for every event or series of events specified in the Policy Schedule
- ! All Accidents or Occupational Diseases caused during any one Period of Insurance, irrespective of the number of employees who may sustain bodily injury or death as a result of an Accident or Occupational Disease consequent on or attributable to any number of proximate causes, shall not exceed the Aggregate Limit of Indemnity specified in the Policy Schedule for any period of Insurance
- ! Limitation of Actions



Where am I covered?

- ✓ Geographical Limits shall mean (a) Cyprus & (b) Anywhere outside Cyprus, but only as regards permanent residence of Cyprus.



What are my obligations?

The Insured must:

• During the Insurance Period:

- *Duty of Care* - The Insured shall take reasonable precautions to prevent Accident or Occupational Disease and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings, furnishings, ways and works, business premises, machinery and plant in sound condition.
- *Information to be Retained and Premium Adjustment* – The first premium and all renewal premiums that may be accepted shall be adjusted by the amount of Gross Earnings paid by the Insured employees during each Period of Insurance.
- *Written notice* – Every notice or communication to be given or made under the Policy shall be delivered in writing to the Company
- *Insured's Duty* – The due observance and fulfillment of the terms of the Policy in so far as they relate to anything to be done or not to be done by the insured or any person claiming to be indemnified under the Policy and the truth of the answers and declarations made in the insurance proposal.

• In the event of a claim:

- Upon the happening of any event, which may give rise to a claim the Insured shall forthwith give written notice to the Company with full particulars.
- Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability
- 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



When and how do I pay?

The premium is payable immediately upon delivery of the Policy Contract to you according to the premium payment clause. Premiums can be paid via the following ways:

- Credit/Debit card
- Internet Banking
- Cash
- Remittance in the bank account of Ethniki General Insurance (Cyprus) Ltd
- Automatic charge order (Direct Debit)



When does the cover start and end?

The cover is in force for the period indicated in the insurance contract.



How do I cancel the contract?

The insurance policy can be terminated at any time by giving written notice to the Insurer.