

General Liability Insurance

Insurance Product Information Document

Company: Ethniki General Insurance – Cyprus

Product: Professional Indemnity Architects and Civil Engineers

This document provides a summary of key information about the Professional Indemnity Architects and Civil Engineers 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 up to the limit of indemnity stated in the Policy Schedule.



What is insured?

Main covers

Ethniki General Insurance (Cyprus) Ltd agrees to indemnify the Insured, but not exceeding the aggregate limit stated in the Policy Schedule

- ✓ Up to the limit of indemnity stated in the Policy Schedule for any sum or sums which the insured may become legally liable to pay arising from any claim being first made in writing against him during the policy period stated in the Policy Schedule

1) for breach of duty of any profession as stated in the Policy Schedule, for reason of any negligent act, error or omission committed or alleged to have been committed during the policy period (and retroactive period, if any) and within the territory stated in the Policy Schedule of

- a) The Insured and/or
- b) Any person at that time employed by the Insured in the conduct, by or on behalf of the Insured, of any business in the professional capacity as stated in the Policy Schedule

2) the costs and expenses incurred with the Insurer's written prior consent in the defense and/or settlement of any claim. However, if a payment in excess of the limit of indemnity available under this insurance has to be made to dispose of a claim, the Insurer's liability in respect of such costs and expenses incurred shall be in the same proportion as the amount of the indemnity available under this insurance to the total amount paid to dispose of the claim.



What is not insured?

- ✗ Any negligent act, error or omission in connection with services or activities going beyond the scope of the professional services typically performed as an architect and/or consulting engineer under domestic legislation, ethical codes and rules
- ✗ The manufacture, construction, alteration, repair, servicing or processing of any goods or products sold, supplied or distributed by the Insured or out of any business or occupation other than that stated in the Policy Schedule, even though the same may be carried on by the Insured in conjunction with his business as stated in the Policy Schedule
- ✗ Any financial loss not connected to any property damage or bodily injury (pure financial loss); however, impairment of, defect in or damage to the designed object itself due to faulty design (or lack of or insufficient supervision of construction) are considered property damage; notwithstanding the foregoing no coverage shall exist as respects any consequential financial loss, which exceeds the costs for the mere repair of the particular object to make it fit for the intended purpose
- ✗ Any neglect, error or omission by the Insured in effecting or maintaining insurance or in providing finance or advice on financial matters
- ✗ Financial loss resulting from exceeding cost estimated and time limits
- ✗ Claims in respect of financial loss resulting from loss of use, loss of profit, lack of performance as to the quality and quantity of products or the productivity or efficacy of any plant or equipment
- ✗ Infringement of patents, copyrights, trade names, trade marks or registered design or the allocation of licenses
- ✗ Loss of documents (of any nature whatsoever) whether written, printed or reproduced by any other method or any computer-based or electronically stored information or material property which has been lost, mislaid or destroyed while entrusted to, or in the care, custody or control of the Insured
- ✗ Libel or slander
- ✗ Failure to account for money
- ✗ Liability assumed by the Insured by contract or any other agreement or any express warranty or guarantee given by the Insured which increases the Insured's legal liability; this exclusion shall, however not apply to liability which would have attached to the insured in the absence of such contract, agreement, warranty or guarantee
- ✗ Any claim made against the Insured as the result of any intentional, dishonest, malicious, criminal or illegal act on the part of the Insured or his employees
- ✗ Bodily injury sustained by any person arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship with the Insured
- ✗ The ownership, use, occupation or lease of property. Mobile or immobile, including waterborne vessel or craft or aircraft or motor vehicle, by, to, or on behalf of, the Insured



Are there any restrictions on cover?

! Limit of indemnity

- Any one claim
The liability of the Insurer for all compensation costs and expenses payable to any claimant or number of claimants in respect of any one occurrence shall not exceed the sum stated in the Policy Schedule as the limit of indemnity for any one claim
- Claims Series Event
A claim series event shall be deemed to be one claim and the date of loss shall be the date when the first claim of the claims series event is made in writing against the Insured.
- Aggregate Limit
The liability of the Insurer for all compensation costs and expenses payable in respect of all claims made during any one period shall not exceed the aggregate limit stated in the Policy Schedule.

- ✗ Any liability of whatsoever nature, directly or indirectly caused or contributed to by, or arising from, pollution of air, water or soil
- ✗ Loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from
 - Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- ✗ Liability resulting from asbestosis or any related disease (including cancer) resulting from the existence, production, handling, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos
- ✗ Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power
- ✗ Fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages
- ✗ Claims filed by the Insured under this policy against each other or filed by a party
 - Which is directly or indirectly owned, controlled, operated or managed by an Insured
 - In which the Insured is a partner, consultant or employee



Where am I covered?

- ✓ The Professional Indemnity Architects and Civil Engineers policy covers the indemnity of the Insured as stated in the Policy Schedule.



What are my obligations?

The Insured must:

- **Insured's Duty:**
 - The due observance and fulfilment of the terms of this 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 this Policy and the truth of the answers and declarations made in the insurance proposal form as well as adherence to the terms of payment of the premium as specified in the Policy Schedule, shall be conditions precedent to maintaining this Policy in force and to any liability of the Company to make any payment under this Policy.
- **In the event of a claim:**
 - The Insured shall give immediate notice in writing to Ethniki General Insurance (Cyprus) Ltd. Such notice having been given not later than 30 days after the expiration of the policy period, any claim to which that circumstance has given rise, which may be made within 36 months after the expiration of the period specified in the Policy Schedule, shall be deemed for the purpose of this policy to have been made during the existence hereof. It is clarified and agreed that in case a letter of claim has been sent, in accordance with the Civil Procedure Rules of 2023 as amended or replaced, at a time when the claim form has not yet been submitted to the Company by the Insured, the claim form should be submitted, immediately upon notification / receipt of the letter of claim, by any means of communication, electronic or otherwise.
 - The insurer is under an obligation to provide to the Company, immediately upon receipt, any documentation or information related to the event including any letters, of claim or otherwise, writs, warrants, summons, etc.
 - The insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity, without the written consent of the Insurer.
 - Maintain accurate descriptive records of all professional services which records shall be available for inspection and use by the Insurer.
 - Give to the Insurer or their duly appointed representatives such information, assistance and signed statements as the Insurer may require.
 - Assist in the defense of any claim without charge to the Insurer



When and how do I pay?

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.