

General Liability Insurance

Insurance Product Information Document

Company: Ethniki General Insurance – Cyprus

Product: Public liability

This document provides a summary of key information about the Public 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 for public liability against third parties.



What is insured?

Main covers

- ✓ Public liability against third parties for accidental bodily injury, loss or damage to any property.
- ✓ Costs sought by any claimant from the Insured.
- ✓ Costs and expenses incurred with its written consent in relation to the defence of any such claim.

Optional covers

Public liability against third parties in respect of bodily injury and/or material damage as a result of food or drink poisoning arising from activities of the Insured.

Public liability against third parties in respect of bodily injury and/or material damage as a result of the use of an elevator located in the building complex of the Insured.

Public liability against third parties in respect of bodily injury and/or material damage as a result of fire and/or explosion arising from activities of the Insured.

Damage or loss to property under the custody or control of the Insured.

Damage or loss to property being loaded or unloaded or in transit and belonging to the Insured.

Public liability against third parties for bodily injury and/or material damage due to a defect in the product provided, which was caused during the manufacturing/production/assembly/packaging process and/or errors or omissions in the instructions for use.

Indemnity covers any amount for which the Insured becomes legally liable.



What is not insured?

- ✗ Liability assumed by the Insured pursuant to any agreement.
- ✗ Liability arising from and during employment of third party by the Insured pursuant to an employment or apprenticeship contract.
- ✗ Bodily injury, loss, damage caused by or arising from vibration or removal or weakening of or interference with the support of foundations of the buildings or any other property.
- ✗ Therapeutic, professional or other advice or treatment provided, administered or neglected by the Insured.
- ✗ Fines, penalties, punitive or exemplary damages.
- ✗ Loss or damage to property belonging to or under the custody or control of the Insured.
- ✗ Loss or damage to property held in trust by or in the custody of a person in the service of the Insured due to such service.
- ✗ Loss or damage to property caused by or arising from the breaking of any appliance (belonging or rented to the Insured or for the maintenance of which the Insured is responsible) in which the internal pressure is due to steam only.
- ✗ The replenishment, replacement or restoration of goods supplied or defective work performed by the Insured.
- ✗ Injury, illness, loss or damage caused by the ownership, possession or use by or on behalf of the Insured to any drawn animal or motor vehicle while on any road.
- ✗ Injury, illness, loss or damage caused by the ownership, possession or use by or on behalf of the Insured to any motor vehicle where liability therefor is insured or would be insured by any other Insured but for this Policy.
- ✗ Injury, illness, loss or damage caused by or arising from the ownership, possession or use by or on behalf of the Insured of a steam engine, ship or airplane.
- ✗ Injury, illness, loss or damage caused by an elevator or lift belonging or rented to the Insured or for the maintenance of which the Insured is responsible.
- ✗ Injury, illness, loss or damage caused by goods sold, supplied, repaired, converted, processed or tested by the Insured and not under the responsibility of the Insured at the time of such injury or material damage.
- ✗ Liability due to war or other similar events.
- ✗ Any legal liability of any nature arising from ionizing radiation or contamination due to radioactivity from any nuclear fuel or any nuclear waste in consequence of the ignition of nuclear fuel.
- ✗ Any legal liability of any nature arising from radioactivity, toxic, explosive or other hazardous components of any explosive nuclear device or nuclear component thereof.
- ✗ Legal liability for personal harm or bodily injury or financial loss or other loss of property arising from the discharge of pollutants.
- ✗ Legal liability for the cost of transporting, removing or cleaning up pollutants.

- ✗ Legal liability for fines or penalties arising from the discharge of pollutants.
- ✗ Legal liability arising from pneumoconiosis or any related disease arising from the existence, touching, processing, manufacture, sale, distribution, storage or use of asbestos products and/or products containing asbestos.
- ✗ Injury or damage related to the profession/ professional liability as well as other professional/ non-professional advice given by the Insured.
- ✗ Liability arising as a result of the use, handling, processing, removal, presence, or existence of Crystalline Silica and/or products related to Crystalline Silica.
- ✗ Damage arising from natural risk (i.e. earthquake, flood, storm, fire etc.) and not a direct outcome of error and/or omission by the Insured.
- ✗ Liability arising from misleading product advertising.
- ✗ Damage to the actual products provided.
- ✗ Damages from products circulating without relevant legal permission.
- ✗ Costs of notification of defective products or costs of recall, modification or replacement thereof.
- ✗ Product public liability for marketing goods in U.S.A. and/or Canada.
- ✗ Toxic mould, TSE/BSE, RSI, GMO.
- ✗ Product liability in respect of vehicles, aircrafts and specific parts thereof.
- ✗ Product liability of companies related to explosives, drugs, chemicals and electrical control equipment.



Are there any restrictions on cover?

- ! Liability arising from an action for damages brought in courts in territories outside the geographical limits is excluded.
- ! Where there is a swimming pool, the safety regulations must be complied.
- ! Any consequential loss or damage due to loss or damage to property under the custody or control of the Insured is excluded.



Where am I covered?

- ✓ Public liability insurance is applicable within the agreed geographical limits.



What are my obligations?

The Insured must:

- **When entering into the insurance policy:**
 - State every fact or incident known to them, which is objectively material for the assessment of risk, as well as answer any relevant question of Ethniki General Insurance (Cyprus) Ltd.
- **During the insurance contract period:**
 - Take all reasonable precautions to prevent accidents, injury, loss and damage.
 - Take all reasonable steps to comply and comply with all obligations and provisions arising from legislation or regulations of Local Authorities.
- **In the event of a claim:**
 - Notify immediately of the event and forward to Ethniki General Insurance (Cyprus) Ltd, as soon as it is received, any document, evident or information related to the event including any letters, of claim or otherwise, writs, warrants, summonses, etc.
 - To submit the claim form in writing no later than 31 days. Provided that in the case that 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.
 - Provide such further information that may be required by Ethniki General Insurance (Cyprus) Ltd.



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 (monthly, quarterly, semi-annually, annually). 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 insurance is in force for the period indicated in the insurance contract.



How do I cancel the contract?

The Insured may terminate the insurance policy at any time by written request.