

GENERAL LIABILITY INSURANCE

Insurance Product Information Document



Company: UAB „Prokopius“ (Prokopius Underwriting Agency, Lithuania) is an official Lloyd’s Coverholder, authorized to enter into contracts of insurance, collect premiums, handle claims and perform other functions on behalf of Lloyd’s Insurance Company S.A. - insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3094).

This document provides a user-friendly description of insurance product and its purpose, but it is not a formal part of the insurance contract. Full terms and conditions can be found in documents constituting insurance contract – Policy Schedule and Wording.

What is this type of Insurance?

General liability insurance falls within **civil liability insurance** class.

Civil (legal) liability is obligation of Liable Party to compensate the damages to Aggrieved Party, when Liable Party is held responsible for such damages based on the legislation in force.

Civil liability insurance in essence takes over damages’ compensation obligation from Insured Party and compensates Aggrieved Party when Insured Party is held liable.

General liability insurance covers **bodily injury** and **property damage** occurrences within **civil liability insurance** framework.



What Is Insured?

- ✓ Legal liability of Insured for either:
 - ✓ INJURY - death bodily injury illness or disease of or to any person
 - ✓ DAMAGE - physical destruction, damage or loss of tangible property (belonging to others but not Insured Party)
 - ✓ POLLUTION - damage to the environment
 - ✓ That arises from:
 - ✓ the INSURED ACTIVITIES noted in the policy
 - ✓ Active actions or refrainment from acting, negligence and gross negligence by the Insured or his employees
 - ✓ Completed operations or PRODUCTS provided by Insured
 - ✓ Premises (real estate owners) liability
 - ✓ Including:
 - ✓ Liability of all Subsidiaries of the Insured
 - ✓ Losses covered
 - ✓ Monetary compensation for damage or injury
 - ✓ Consequential financial losses resulting from DAMAGE
 - ✓ Consequential non-pecuniary (moral) damage resulting from INJURY
 - ✓ Legal defence expenses necessary to respond to Claim thoroughly on behalf of Insured
- If Employer’s liability extension is chosen:
- ✓ Work-related INJURY to Employees of the Insured.



What Is Not Insured?

Types of Damage not covered:

- ✗ Damage that occurred prior to Policy Period
- ✗ Damage to the Insured or his owned property
- ✗ Damage to Property under care, custody and control of the Insured (e.g. rented property)
- ✗ repair, reconditioning, modification, replacement or recall of PRODUCT of the Insured
- ✗ Pure financial loss - financial loss that did not result from bodily injury or property damage
- ✗ Excessive Liability assumed/admitted by Insured that exceeds legal liability by law (when Insured would have not been liable without such express agreement or contract clause)
- ✗ Fines and penalties

Causes of Damage not covered:

- ✗ Deliberate acts
- ✗ use of any motorized vehicle, aircraft or watercraft that requires separate motor liability compulsory insurance by law
- ✗ Asbestos, mould, radioactivity, war, terrorism

For Employer’s liability:

- ✗ workmen's compensation, unemployment compensation, social security or disability benefits
- ✗ occupational illness or disease caused by long-term exposure (as oppose to sudden and accidental INJURY)



Are There Any Restrictions On Cover?

- ! Insurer does not cover the first amount of each claim (known as the excess/deductible) as shown in the Policy
- ! Maximum amount payable by Insurer is specified in limits section in the Policy. Policy may also note sublimits applicable for a particular cover.
- ! Pay great attention to special conditions noted in Your Policy, these may specify restrictions applicable
- ! Prior written consent from the Insurer may be needed before the Insurer agrees to indemnify particular losses or expenses (e.g. legal defence costs).
- ! Some sections of cover and extensions are optional – please refer to Your Policy if particular sections are validated



Where Am I Covered?

- ✓ Your cover is **global** unless specifically stated in the Policy otherwise. Cover in USA and Canada often is restricted, so please specify at application stage if cover in these countries is required.



What Are My Obligations?

obligations at the start of the contract:

- 1) Provide true and complete info which is requested at application stage (including in proposal form) – it is **material risk details** and has legal weight to Your insurance cover.
- 2) Pay premium by the due date stated in the Policy.

obligations during the term of the contract:

- 1) Notify Prokopius (directly or via Your Broker) of any **material changes to risk details** as soon as practicable.

obligations in the event that a claim is made:

- 1) Notify Insurer about the claim (covered event or known circumstance that may lead to covered event) as soon as practicable, in writing to claims@prokopius.com or via Your Broker.
- 2) Take necessary reasonable measures to mitigate the loss (if such measures exist).
- 3) Provide details about the occurrence necessary for the Insurer to evaluate circumstances and consequences of the occurrence and amount of the insurance settlement applicable.
- 4) If a claim is made against you, organize legal defence, make proposals to the Insurer about how this claim should be defended in Your opinion, including proposed lawyers and their rates.
- 5) Make sure to respond to claim in applicable timeframe in law (especially in court).
- 6) Do not admit liability (even in part) without Insurer's prior written consent.



When And How Do I Pay?

WHEN The insurance premium must be paid by the due date stated in the Policy.

HOW Via any payment services provider that execute transfer to the bank account specified in the Policy or corresponding Debit Note. While making a transfer please make sure respective Policy Number is specified in the payment details.



When Does The Cover Start And End?

Cover starts and ends on the dates specified in Policy Period section of the Policy. Usual duration of Policy Period is 12 months. Payment of insurance premium on time is a necessary condition for the Cover to come into force. Cover may end prior to date specified in Policy Period section if Policy is terminated in writing.



How Do I Cancel The Contract?

You can terminate the insurance contract by submitting a written request of cancellation to info@prokopius.com or via Your Broker.