COMMERCIAL
General Insurance

Insurance Policy

Employer's Liability

Policy Version: UWR-022b-11/2025

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Introduction

Commercial General Insurance holds a leading position among the general insurance companies in Cyprus. It was founded in 1973 by Commercial Union Assurance plc of the United Kingdom, now Aviva plc and the Christophides Group which had been representing this company in Cyprus since 1925.

Through our branches in all major towns in Cyprus and a wide network of agencies established all over the island, we stand next to our clients offering personal service.

Our Objectives
To continue our successful operation in the Cyprus insurance market, focusing particularly on professional standards and business ethics.
To ensure the satisfaction of our clients' needs through the continuous improvement of our services and the use of new technology.

To strengthen our leading position in the market by implementing strategies for further development and progress.

Our Mission
Dedicated to the highest standards of service and professionalism, we innovate and pioneer in the insurance sector and have gained the confidence and respect of the public with our financial strength and credibility.

Offering an extensive range of modern insurance products, especially designed to meet the needs and requirements of individuals and enterprises, we provide maximum protection to our clients.

Important Note

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Please read this Policy carefully and see that it meets with your requirements. Some of the Sections of the Policy may not apply to this Insurance. For the Sections of the Policy applicable to this Insurance please refer to the Schedule as amended by any Endorsement.

Recital Clause

This Policy, the Schedule and any Endorsement shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such specific meaning throughout.

The Insured and Commercial General Insurance Ltd (the Company) agree the following:

1. The Proposal and Declaration shall be incorporated in and form the basis of the contract.
2. The Insured will pay the Premium, as consideration for the insurance hereby provided.
3. The Company will provide the insurance cover subject to the terms, exceptions and conditions precedent to liability contained in this Policy.
4. The following shall be conditions precedent to any liability of the Company:
   a. The observance of the terms of this Policy relating to anything to be done or complied with by the Insured.
   b. The truth of the Proposal.
   c. The Insured will pay the Premium in accordance with the payment terms specified in the Schedule.

Competent Court

The Insured and the Company agree that the insurance cover provided under this Policy shall be effective only in relation to court judgements issued by a competent court of the Republic of Cyprus and the meaning of the term "court judgement" shall be that attached to it by the Law.

For and on behalf of the Company
COMMERCIAL GENERAL INSURANCE LIMITED



Chief Executive Officer

Insurance Cover

The Company will indemnify the Insured against liability at law for damages and claimant's costs 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 and the Category of Duties specified in the Schedule.

The Company will in addition pay all other costs and expenses incurred with its written consent.

Limits of Indemnity

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

a. Accident or Occupational Disease caused during the currency of this Policy to any one employee consequent on or attributable to one source or original cause shall not exceed the Single Employee Limit specified in the Schedule (Limit of Indemnity (a)). In the event that the Accident or Occupational Disease has been caused over more than one Period of Insurance, the Single Employee Limit at the time the Accident or Occupational Disease first commenced shall apply.

b. One claim or all claims of a series arising out of every Accident or Occupational Disease sustained by one or more employees, irrespective of whether such Accidents or Occupational Diseases were caused during one or more Periods of Insurance, consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule (Limit of Indemnity (b)).

c. 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 sources or original causes, shall not exceed the Aggregate Limit of Indemnity specified in the Schedule corresponding to the Period of Insurance (Limit of Indemnity (c)).

PROVIDED ALWAYS that the following SPECIAL CONDITIONS shall apply:

A. (i) For the purpose of establishing the total amount payable by the Company in respect of any one employee, it is understood and agreed that for any claim where Accident or Occupational Disease is caused during a period which extends outside one Period of Insurance, the amount of damages, costs, interest and expenses indemnifiable arising out of such claim, shall be limited to no more than the proportion of the Single Employee Limit for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such Accident or Occupational Disease is caused.

The maximum amount payable by the Company for any one or more Periods of Insurance shall in no case exceed the Single Employee Limit, including all costs interest and expenses.

(ii) For the purpose of establishing the total amount payable by the Company in respect of one claim or all claims of a series arising out of every Accident or Occupational Disease sustained by one or more employees, irrespective of whether such Accidents or Occupational Diseases were caused during one or more Periods of Insurance, consequent on or attributable to one source or original cause, it is understood and agreed that for any claim where Accident or Occupational Disease is caused during a period which extends outside such Period of Insurance, the amount of damages, costs, interest and expenses indemnifiable arising out of such claim, shall be limited to no more than the proportion of the total amount of damages, costs, interest and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears

Limits of Indemnity *(continue)*

to the total length of the period during which such Accident or Occupational Disease is caused.
The maximum amount payable by the Company for any one or more Periods of Insurance shall in no case exceed the Limit of Indemnity, including all costs interest and expenses.

B. In case more than one claims have been made arising from the same event or series of events attributable to one source or original cause and which in the aggregate exceed the Limit of Indemnity per event or series of events as stated in the Schedule, the Single Employee Limit shall be reduced by such proportion so as to reflect the analogy that the Limit of Indemnity per event or series of events bears to the total amount awarded by the Court.

Indemnity to Legal Personal Representantives

In the event of the death of the Insured and subject to the Limits of Indemnity under this Policy, the Company will indemnify the legal personal representatives of the Insured in respect of liability incurred by the Insured, provided that such legal personal representatives shall as though the Insured be subject to the terms of this Policy insofar as they can apply.

Definitions

1. **Accident**
   Accident shall mean any occurrence causing death or bodily injury to an employee, provided it arises out of and in the course of such employee's employment.

2. **Geographical Limits**
   Geographical Limits shall mean:
   a. Cyprus
   b. anywhere outside Cyprus, but only as regards permanent residents of Cyprus.

3. **Gross Earnings**
   Gross Earnings shall mean the total wages, salaries, overtime payments, commissions, bonuses, service charges, tips and other payments without any deduction in respect of Social Insurance, Income Tax, Medical or Provident Fund or other amounts deducted by agreement with the employee(s) or otherwise.

4. **Occupational Disease**
   Occupational Disease shall mean any disease or disorder as this is defined in the two columns of the Schedule annexed to the Social Insurance (Occupational Diseases) Regulations of 2010 or any regulations amending or substituting the same.

5. **Proposal**
   Proposal shall mean the signed proposal form and declaration and any other information supplied to the Company by or on behalf of the Insured in addition thereto or in substitution therefore.

6. **The Law**
   The Law shall mean the Employers' Liability Compulsory Insurance Law of 1989 and includes any law amending or substituting the same as well as any Regulations which have been issued in accordance therewith.

7. **Premium**
   Premium shall mean the total amount due by the Insured, as consideration for the insurance cover provided by the Policy, payable as specified in the Schedule.

Definitions

8. Schedule
Schedule shall mean the insurance document which contains important information regarding this insurance, issued with this Policy, to which it is attached and forms an integral part of. The total Premium due and the payment terms applicable, are also specified in the Schedule.

Exceptions

The Company shall not be liable in respect of:

1. the Insured's liability to employees of contractors and/or subcontractors of the Insured
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
4. exemplary or punitive damages, fines and penalties
5. 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
6. any liability of the Insured which directly or indirectly arises from the occupation or engagement of an employee in
   a. a Type of Business other than the one specified in the Schedule, and/or
   b. a Category of Duties other than those specified in the Schedule
7. any liability of the Insured which directly or indirectly arises from the employment or engagement of services of illegal workers and/or from the unlawful employment of any person
8. any liability of the Insured for death of or bodily injury to any person who is carried in or upon a motor vehicle is entering or getting into such vehicle or alighting therefrom and which arises out of and in the course of such person's employment and as a result of the use of such motor vehicle on a Road, and the meaning of the terms "Motor Vehicle", "Use" and "Road" is the one attached to them by the Motor Vehicles (Third Party Liability Insurance) Law
9. 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
10. any Accident or Occupational Disease, legal liability or any cost or expense including consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to such Accident or Occupational Disease or legal liability
    a. any act of terrorism. For the purposes of this exception an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or ethnic purposes or reasons including the intention to influence

Exceptions *(continue)*

any government and/or to put the public or any section of the public in fear

b. contamination by chemical and/or biological substances. For the purposes of this exception contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

c. any action taken in controlling preventing suppressing or in any way relating to paragraphs (a) and/or (b) above

If the Company alleges that by reason of this Exception any Accident or Occupational Disease or any legal liability coast or expense of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon the Insured

11. any actual or alleged liability of whatsoever nature for any claim or claims directly or indirectly caused by, contributed to by, arising out of, resulting from or in consequence of, or in any way involving
    a. asbestos
    b. any materials containing asbestos in whatever form or quantity
12. any liability directly or indirectly caused by or resulting from or contributed to by or arising from magnetic, electric or electromagnetic fields and/or their radiation or interaction in the form of an electromagnetic wave howsoever caused or generated.
13. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    a. nuclear weapons material
    b. ionising or nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission.
14. notwithstanding any provision contained to the contrary, this Policy excludes any loss, damage, liability, expense, fines, penalties or claim for any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, including any fear or threat thereof, whether actual or perceived:
    a. any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
    b. coronavirus (COVID-19), including any mutation or variation thereof; or
    c. pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

Avoidance of Certain Terms and Right of Recovery

In the event that the Company pays any amount by virtue of the provisions of the Law for which the Company would not be liable to pay under the Terms of this Policy, the Insured shall repay such amount to the Company and the Company shall have the right to pursue the recovery of such amount from the Insured.

The Insured undertakes to repay also to the Company any amount paid by the Company as a result of any agreement in force

a. between the Government of the Republic of Cyprus and the Employers' Liability Insurers' Fund, the establishment of which is provided by the Law, or

b. between the Company and the above Fund

and which amount the Company would not otherwise be liable to pay under this Policy.

General Conditions

1. **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. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2. **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 to employees during each Period of Insurance. The name of every employee together with the amount of his Gross Earnings shall be properly recorded in accordance with the provisions of the Law and the Insured shall at all times allow the Company to inspect such records. The Insured shall also supply the Company with the correct amount of all such Earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance or from the termination of the Policy. If the amount so paid shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or, subject to the Minimum Premium specified in the Schedule, by a refund by the Company as the case may be.

3. **Procedure for Cancellation**
   The Company may cancel this Policy by sending fifteen (15) days' notice by registered letter to the Insured at the Insured's last known address. In such case the Company will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force. The Insured may likewise cancel the Policy at any time by giving fifteen days' written notice to the Company. In such case and provided no claim has arisen during the currency of the Policy and the relative Certificate of Insurance, as well as any certified copies thereof, have been returned to the Company on or before the date of cancellation, the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for the time during the current Period of Insurance the Policy has been in force. In such circumstances the premium shall be adjusted in both cases in accordance with the provisions of General Condition 2.

4. **Written Notice**
   Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

Claims Conditions

1. **Reporting of any Incident by Insured**
   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.

2. **Claims Correspondence**
   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 under this Policy.

3. **Conduct of Claim**
   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. The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require and shall allow the use of his name.

4. **Company's Liability in case of Double Insurance and Contribution**
   a. If at the time the cause of action arises, in relation to which a claim is made under this Policy, there is in force another policy covering the same liability or would have covered the same liability in the absence of this Policy, the Company shall have no liability to pay or contribute any amount which exceeds its rateable proportion in relation to the claim including all costs, interest and expenses.

   b. The Company's rateable proportion mentioned above shall not exceed the analogy of the total amount of damages (including all costs, interest and expenses) that corresponds to the relation between the Single Employee Limits of each Company.

   c. If the Company is obliged for any reason to pay any amount exceeding its rateable proportion as specified above, it will nonetheless retain the right to be subrogated to the Insured's rights and to demand from any other Insurance Company covering the same liability the amount of the difference that the other Company should have contributed which is calculated in the manner hereinabove mentioned. Under such circumstances, the Insured undertakes, if and when he is required to do so, to render any assistance towards the Company, to do whatever is logically expected of him and to allow the use of his name for the purpose of securing the amount of contribution of the other Insurance Company.

Limitation of Actions

In case an action instituted against the Insured, in relation to an event that the Company would otherwise be liable to cover under this Policy, has been statute barred vis à vis the Company by virtue of the provisions of the Law, the Company shall have no liability under this Policy for the payment of any amount to the Insured, whether such amount has been paid by him or not.

Complaint Handling Procedure

We aim to provide insurance services with the highest standards of service and professionalism.

The Insured is entitled, if he so wishes, to submit a complaint in relation to this Policy to the "**Complaints Management Function**" at the Company's Head Offices.

To this effect, any complaint may be lodged either by a letter or by completing the «**Complaint Form**», which is posted at the Company's website at www.cgi.com.cy and submit the same to the «**Complaints Management Function**» -

- By mail : Commercial General Insurance Ltd, 101 Arch. Makarios III Avenue, 1071 Nicosia, P.O. Box 21312, 1506 Nicosia
- By e-mail : clientservices@cgi.com.cy
- By fax : +357 22 376155
- Through one of the Company's Branch Offices and Agents.

The Company has a legal obligation to acknowledge receipt of the complaint within two (2) working days of receiving such complaint and to convey its position in accordance with the timeframe stipulated in the applicable legislation. Every effort will be made with a view to reaching a mutually accepted resolution, having regard to the terms and provisions of the Insurance Policy as well as to the Company's procedures. If the Insured is not satisfied with the Company's response, he has the option to maintain his complaint and refer the matter to the competent authorities or other bodies for dispute resolution, such as the Financial Ombudsman of the Republic of Cyprus.

The «**Complaints Management Policy**» of the Company may be obtained from the Company's website or can be requested from its «**Complaints Management Function**».

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