

# Abbeygate Immigration Medical Insurance

Lloyd's Insurance  
Company S.A.  
Policy

LLOYD'S



## Immigration Medical Insurance Policy



Coverholder at **LLOYD'S**

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# IMMIGRATION BASIC HEALTH POLICY

## MEDICAL INSURANCE FOREIGN WORKERS, IMMIGRATION, WITH EMPLOYERS' LIABILITY INSURANCE

**THIS POLICY IS DESIGNED FOR THE IMMIGRATION PROCESS ONLY. IT IS NOT RECOMMENDED AS A HEALTH POLICY.**

Please read the Policy carefully and see that it meets your requirements

The Policy, the Schedules and any other documents issued and forming part of this Policy shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy shall bear such meanings wherever they may appear.

The "Sections Applicable" to this Policy are indicated in the Schedule attached to the Policy or in any other document issued by the Company.

### **The Insured and the Company agree:**

1. The Proposal and Declaration therein shall be incorporated in this Policy and shall be the basis of this contract.
2. The Insured will pay the Premium in accordance with the Premium Payment Terms as specified in the Schedule.
3. The Insured and the Employees will carry out the Type of Business and will perform the Duties as described in the Schedule.
4. The Company will provide the Insurance subject to the Terms, Exceptions and Conditions of this Policy.
5. The following shall be conditions precedent to any liability of the Company:
  - a) observance of the Terms of this Policy relating to anything to be done or complied with by the Insured.
  - b) the truth of the declarations and the answers in the Proposal and the disclosure of all Material Facts.

## COMPLAINTS HANDLING PROCEDURE

We aim to provide the highest standard of service to you.

If our service does not meet your expectations or you are dissatisfied in any way, we would like to know about it so that we can help.

It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

You can contact us by

E-mail: [cyprus@abbeygate.cy](mailto:cyprus@abbeygate.cy)

Telephone: 00357 26 819 175

## SECTION A MEDICAL INSURANCE FOREIGN WORKERS

This SECTION is only applicable if so, indicated in the Schedule attached to this Policy or in any other document issued by the Company

Section A of the Policy, which is issued by Abbeygate Insurance Brokers Ltd (hereinafter called “the Company”) witnesses that in consideration of the payment, by the Policyholder, of the agreed premium the Company subject to the Terms, Conditions, Exceptions, Provisions and Definitions contained herein or in any Endorsement hereof, will indemnify during the Period of insurance up to the amount stated in the Schedule, the Policyholder in respect of Hospital treatment for Illness or Accident as well as Maternity Benefit for the Insured Persons as stated in the Schedule for **SECTION A** of the Policy.

In the event that any of the Insured Persons have a valid residence and work permit in Cyprus with the same Policyholder but have not renewed this Medical Insurance Policy after its natural expiry, the Company is obliged to inform the Civil Registry and Migration Department which is the responsible government department for taking the required measures in the event that such insurance is not renewal.

## DEFINITIONS

- 1) “**Company**” is Abbeygate Insurance Brokers Ltd.
- 2) “**Policy**” includes the Policy Wording, the Schedules, the Certificates of Insurance, the Proposal and any applicable Additional Endorsements as stated in the Schedules.
- 3) “**Schedule**” the document forming part of the Policy which includes amongst other things, information about the Policyholder, the Insured Persons, the Period of Insurance, the Premium, the Cover Provided and any applicable Additional Endorsements.
- 4) “**Proposal**” means the document completed in accordance with the declarations and answers of the Insured at the time of applying for the insurance, which shall be the basis of the Policy.
- 5) “**Period of Insurance**” means the period of time for which the insurance is provided under the Policy and any further period for which the Policy is agreed to be renewed.
- 6) “**Additional Endorsements**” means any agreed written change of the Policy.
- 7) “**Policyholder**” means the person (Employer) who contracts with the Company for this Insurance.
- 8) “**Insured Persons**” means the employees, students or visitors for the benefit of whom this insurance is affected
  - i) “**Employee**” for the purpose of Section A of the Policy, means any person who legally provides full time their services for reward directly to the Policyholder, subject to a contract of employment with him
  - ii) “**Student**” for the purpose of Section A of the Policy, means any person who legally obtained a student visa and attends a recognized college / university in Cyprus
  - iii) “**Visitor**” for the purpose of Section A of the **Policy**, means any person who has legally obtained, or is in the process of obtaining immigrant status visas/residency, **or is a current holder of a valid immigration visa** and continues to renew this status as/and when required.
- 9) “**Excess**” means the first amount of each and every claim which is stated in the Schedule of the Policy and for which the Company is not liable to pay
- 10) “**Medical Expenses**” means normal usual necessary and reasonable expenses in relation to inpatient treatment that was necessitated, or was recommended by a legally qualified and licensed medical practitioner in Cyprus as well as medication and drugs, surgical and medical dressings in relation to such treatment.

All such expenses must be the result of Accidental Personal Injury happening or illness suffered by the Insured Persons which has manifested itself during the Period of Insurance and which were incurred by the Policyholder and/or the Insured Persons within sixty (60) days after the expiry of the Period of Insurance or within a maximum of twelve (12) months from the date of the accident or of the manifestation of the illness whichever is the later provided that the Policy has been renewed and the Policy continues to provide cover to the Insured Persons and under the same expiring benefits.

- 11) "**Medication**" means those drugs that are only prescribed by a legally qualified and licensed Medical Practitioner and which are dispensed during the inpatient treatment and are necessary for the treatment of the particular illness or accident. Herbal, homeopathic and similar drugs are not covered
- 12) "**Hospital**" is any public or private institution (including medical clinics) which operates pursuant to law and provides full medical facilities and permanent Medical Practitioners and Nurses. Rehabilitation Centres for alcohol or drug abusers, Nursing and Convalescent Homes, Sanatoriums, Physiotherapy Centres, Health Spas and/or Therapeutic Baths are not considered as hospitals
- 13) «**Accident**» means any event which is caused by external, sudden, visible, violent, unforeseen means and totally independent of the Insured Person's will, and results to personal injury or death for the Insured Person solely, directly and independently of any other cause or event
- 14) "**Accidental Personal Injury**" means personal injury caused by Accident which:
- a) occurs to the Insured Person during the Period of Insurance and
  - b) necessitates the treatment and care of the Insured Person in a hospital by a Medical Practitioner
- 15) «Death following an Accident» means death of the Insured Person as a result of an Accident which happens within 365 days from the date of the accident, up to the amount stated in the Schedule of the Policy.
- 16) "**Reasonable and Customary Expenses**" are fees for medical care which do not exceed the general limit of fees which other Medical Practitioners and/or hospitals of similar standard would have charged for similar conditions as those for which a claim is made
- 17) "**Illness**" means any health ailment or sickness which has been medically diagnosed, and is caused by pathological means, and is due to conditions which had not existed before or at the time of commencement of Section A of the Policy and which necessitates the treatment and care of the Insured Person in hospital by a Medical Practitioner. It is understood that pregnancy is not regarded as an illness under the Policy.
- 18) "**Emergency**" The need for the insured's immediate treatment in hospital due to illness or accident
- 19) "**Transportation of Remains Cover**" means the coverage given, in case of the death of an Insured Person as a result of Accident or Illness for which cover is provided by Section A of the Policy, in relation to expenses for the transportation of the remains to the country of burial, including expenses for embalming, up to the amount stated in the Schedule of the Policy
- 20) "**Maternity Benefit**"
- (Normal or by caesarean section)
- The benefit is payable provided that:
- a) childbirth occurs at least ten (10) months after the commencement of the Policy or the inclusion of the Insured Person to the coverage of Section A of the Policy and
  - b) In case of termination of the employment of the Insured Person, provided that the commencement of the pregnancy occurred during the period the Insured Person was covered taking into consideration condition (a) above

21) "**Pre-Existing Condition or Ailment**" means any disturbance or disorder of the health of the Insured Person which pre-existed at the commencement of Section A of the Policy and which had:

- either manifested itself
- been diagnosed
- been treated medically / with pharmaceutical medicines
- been the consequence of genetic disorder, injury or disease including any complication thereof

## CONDITIONS

- 1) Section A of the Policy, the Proposal, the Schedules and any Endorsements hereto shall be read as one document. Any word or phrase to which a particular interpretation has been given shall have the same interpretation wherever it shall appear in this document. Words in the masculine gender shall include the feminine gender.
- 2) The Company will issue to the Policyholder for distribution to each Insured Person, individual certificates of insurance, which confirm the cover afforded to such Insured Person.
- 3) The full compliance and fulfilment by the Policyholder and by the Insured Persons of the Terms and Conditions of Section A of the Policy or of any Endorsement thereof or expressed hereto, with regard to anything that they should do or with which they should fully comply with, as well as the truth of the statements made by the Policyholder or the Insured Persons at the commencement or renewal of Section A of the Policy are conditions precedent to the Company's obligation to make any payment under Section A of the Policy.
- 4) Section A of the Policy shall be construed and interpreted in accordance with the laws of the Republic of Cyprus and any difference that shall manifest itself or may manifest itself under Section A of the Policy shall be adjudicated by the Courts of the Republic of Cyprus and in accordance with the Laws of the Republic of Cyprus.
- 5) No lawsuit shall be filed for a claim under Section A of the Policy after the expiry of two (2) years from the date the Policyholder should have filed written proof of an accident or of disease.
- 6) In case of the happening of an event which might give rise to a claim under Section A of the Policy immediate notice shall be given to the Company by the Policyholder, the Insured Person and/or by any of their personal representatives. In addition, a written claim with full particulars relating to the incident for which the claim is made, must be submitted to the Company within fourteen (14) days from the date of the commencement of any treatment. If the Company does not receive the written notification within this time limit, the Company reserves the right to decline any claim.  
Any information, or evidence, which the Company may require shall be submitted without cost to the Company and in such form as may be required by the Company. An Insured Person shall submit to medical examination as often as the Company may require in relation to any Personal Injury or Disease, at the Company's expense.

- 7) The Policyholder must notify the Company within ten (10) days of any change in relation to the work(duties), occupation, status or habits as well as changes to the address of an Insured Person. In case of failure to give such notification, the Company is relieved of any liability under Section A of the Policy if the change or alteration increases the risks for the Insured Person and the Company would not have accepted the risk under the same terms and conditions had it known of such new circumstances.
- 8) In case any claim, submitted by the Policyholder or by any of the Insured Persons or by any person acting on their behalf, is under any circumstance false or fraudulent or incomplete, the Company shall be under no obligation to make any payment therefore.
- 9) The Company shall be free of any consequence as a result of any charge, assignment or other transaction in relation to Section A of the Policy.
- 10) All payments under Section A of the Policy shall be made to the Policyholder or to any other person he shall appoint. The signing of a receipt by the Policyholder or by the person appointed shall be, under all circumstances, adequate discharge for the Company.
- 11) The liability of the Company commences from the time the proposal is accepted and the first, or any endorsement or renewal premium, which the Company agrees to accept, as the case may be, is paid and no outstanding premium or other amount is due to the Company.
- 12) The premium is prepaid and is calculated on the age, occupation(duties), status or medical history, at the time of inception and at any future renewal date, of the Insured Person.  
  
It is understood that the Company reserves the right to revise or alter the cover and terms applicable as well as the premium of the policy at any subsequent renewal of the Policy.
- 13) In case the Policy is terminated by the Policyholder at a date other than the renewal date, the premium payable shall be calculated pro rata with an additional premium equivalent to a period of thirty (30) days.
- 14) This Policy will be renewed for another period of insurance with the terms and conditions in force on the last day of the expiring Period of Insurance, provided that the premium will be paid in accordance with Condition 12 and provided that the insurance contract is not terminated in writing by either the Company or the Policyholder and/or the Insured Person.
- 15) The respective cover for the Insured Persons automatically lapses on the expiry date of the Annual Policy if during the expiring period of cover the Insured Persons have reached the age of sixty-five (65).
- 16) In the event that
  - a) the Policyholder has not paid the premium due on the date agreed or
  - b) there is a breach of the Terms and Conditions of the Policy or any misrepresentation or non-disclosure of material facts  
the Company has the right to cancel the Policy by giving fifteen (15) days written notice to the Policyholder by registered post to the last known address with simultaneous notice being given to the Civil Registry and Migration Department.  
In case of cancellation of the Policy the Company shall refund to the Insured the corresponding premium within seven (7) working days following the receipt of the cancellation request.

## EXCLUSIONS

- 1) The Company shall not be liable under Section A of the Policy to make any payment in relation to:
  - a) Genetic diseases and disorders
  - b) Sexually transmitted diseases or any situation arising out of or attributable to the Acquired Immune Deficiency Virus (HIV) or Immune Deficiency Syndrome (AIDS) and / or any mutation or alteration of
  - c) Rest cures, institutionalisation, isolation, quarantine or sanatorium care
  - d) Cosmetic or Plastic Surgery except when necessitated as a result of Personal Injury by Accident and occurring during the Period of Insurance and which is indemnifiable under the Policy
  - e) Dental Treatment, Dental X-Rays, Tooth Extractions, Root Canal Therapy, Fillings unless those are a result of an Accident indemnifiable under the Policy, which treatment is confirmed beyond doubt as absolutely necessary to normal healthy teeth and from x-rays or normal examination, or other clinical findings, crowns, dentures, inlays, orthodontic therapy, root canal therapy, periodontal therapy and general dental treatment
  - f) Orthoptics or eye disorders, visual therapy and the supply or application of visual or hearing aids
  - g) Preventive medical examinations, check-ups, normal medical examinations which are not related or are not necessary for diagnostic purposes or following Accidental Bodily Injury
  - h) General Medical examinations
  - i) Enophthalmos's and Inoculations
  - j) Contraception and/or application of contraceptive devices
  - k) Expenses for
    - i. treatment of rheumatism, arthritis, lumbar aches, neck aches and sciatica
    - ii. treatments concerning affections of meniscus and ligaments, discal hernia, fibrous anal rupture and their complications, irrespective of whether they result from an accident, except if such treatment or surgery is required following an indemnifiable accident under the policy
    - iii. haemorrhoids, anal fissure, varicose veins as well as the nose diaphragm and their complications
    - iv. treatment or surgery of tonsils or adenoid germinations
    - v. treatment or surgery of genital organs, except if such treatment or surgery is required following an indemnifiable accident under the Policy

- l) Expenses for the treatment of infertility and/or assisted reproduction
- m) Physiotherapy, unless necessary for the rehabilitation of accidental injury on condition that this is undertaken/administered during hospitalisation
- n) Pre-existing disease or conditions and any complications or consequences thereof
- o) Expenses for the treatment of gynaecological problems which occur within six (6) months from the commencement of cover or from the date of inclusion of the Insured Person to the coverage of Section A of the Policy
- p) Any Illness which demands therapy and originates from causes which pre-existed at the time of contracting the present insurance policy or have originated within thirty (30) days from the commencement of the policy
- q) Nervous or mental disorder or epileptic attacks or any other mental/psychological diseases or treatment in Psychiatric hospitals or institutions
- r) Intentional negligence of the health of the Insured Person, refusal to seek or follow medical advice or treatment
- s) Expenses for treatment, which is not given or is not recommended by a qualified licensed Medical Practitioner or which is administered at a physiotherapeutic clinic or hydrotherapeutic or similar institution or in the course of quarantine
- t) Any expenses that arise for acne of any sort, dry skin or nail diseases as well as any treatment of any type relating to allergies. Products intended for cosmetic reasons, as well as expenses incurred for the purchase of cosmetics, soaps of any sort, hair care products, antiseptic products
- u) Expenses for the removal of moles or skin tumours unless malignancy has been proved following histological examination
- v) Expenses incurred outside of Cyprus
- w) Amounts which the Policyholder may recover under any Trade Union or other medical funds or insurance policies. The amounts payable under Section A of the Policy shall be limited to the difference between the expenses that are not recoverable by any other coverage or Trade Union Funds or other medical funds, or will be assessed on the basis of the Benefit Table of Section A of the Policy, whichever amount is the lesser
- x) Medical expenses necessitated as a result of accidents or illness at work, as defined by the Employment Legislation and are payable under the Social Insurance Fund and/or are subject to the Employers Liability Compulsory Insurance Law
- y) Any claim which falls under any Exception as shown in the Schedule of Section A of the Policy or in any subsequent amendment or endorsement

2) In addition, the Company shall be under no liability under Section A of the Policy for expenses incurred for illness or accident which is caused by or attributed to or which is the result directly or indirectly caused by or resulting from or in any way related to of any of the under mentioned happenings:

- a) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny rebellion, military or popular uprising, nuclear, biological and chemical terrorism, revolution, overthrow of the Government by military or usurped power or the participation of the Insured Person to any illegal activities
- b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- c) The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
- d) Naval, military, air force or police operations
- e) Wilfully inflicted self-injury, suicide or attempted suicide, use of narcotic substances (drugs), alcohol abuse, venereal disease, drunkenness or disease attributed to chronic alcoholism or drugs
- f) Pregnancy, childbirth, ectopic pregnancy, pregnancy termination or any physical or other complication as a result thereof. It is understood that, notwithstanding this exception, in case of childbirth (natural or necessitating caesarean section), Benefit 2 – “Maternity Benefit” as indicated on the Schedule shall be applicable
- g) Injury due to participation in professional sports or any hazardous sports activity, without the below activities to be limited in any way, such as air balloon, gliding, parachuting or bungee or any form of air travel (other than when the Insured Person is a passenger or crew member on any licensed ordinary commercial aircraft, with scheduled flights, which belongs to a recognised airline), hockey on ice, speed boat racing, water ski jumps or scuba diving, horse hunting, polo or show jumping, pot holing, rock climbing or mountaineering using ropes or guides, driving or participating in any kind of race or competition, judo or other martial arts activity, winter sports competitions. skiing outside prepared and marked in- bound territories, snow jumping, Heli-ski, bobsleigh or lugging or involvement of the Insured Person with or participating in speed competitions or any kind of racing

In the case of any sport activity which is not included in the above list, the Company will decide if this activity is to be regarded as a hazardous activity and whether it is deemed included in the above exclusion

3. The Company will not pay the amount of the excess as indicated in the Schedule of the Policy or in any other document issued by the Company

## **EXTENSION - OUT OF HOSPITAL (OUTPATIENT) COVER**

**Applicable only if indicated in the Policy Schedule or in any other document issued by the Company**

This benefit provides indemnity to the Insured Persons under the following terms and subject to the Limits of Indemnity in connection with expenses incurred by the Insured Persons due to an accident or illness for medical and pharmaceutical treatment as an outpatient. The terms and conditions and exclusions of the policy apply for this benefit as well.

The cover provided indemnifies the Insured Persons for the required necessary and reasonable costs for:

### **Medicine**

The benefit covers all expenses for medicines which need a legally licensed and qualified doctor's prescription and which are necessary for the treatment of a particular ailment according to the Limits indicated in the Schedule of the Policy and with a maximum annual limit the amount stated in the Schedule

### **Doctor's Visits**

The cover provided indemnifies the Insured Persons for the required necessary and reasonable costs for the licensed and qualified doctor visits carried out in Cyprus and subject to the maximum limit per visit the amount stated in the Schedule of the Policy

### **Diagnostic Tests**

The benefit covers the normal necessary and reasonable expenses incurred by the Insured Persons for the necessary diagnostic tests that are relevant to the main cause of ailment. The cover offered is subject to a maximum limit per year as per the amount stated in the Schedule of the Policy

### **Surgical Operations**

The benefit covers surgical procedures performed in a Hospital Clinic or outpatient medical facilities due to accident or illness and which do not require overnight stay in a hospital or admission as inpatient and with a maximum limit the amount stated in the Schedule of Benefits

## SECTION B EMPLOYERS' LIABILITY INSURANCE

This SECTION is only applicable if so, indicated in the Schedule attached to this Policy or in any other document issued by the Company

Section B of this Policy, which is issued by Abbeygate Insurance Brokers Ltd (hereinafter called "the Company") witnesses that in consideration of the payment, by the Policyholder, of the agreed premium the Company subject to the Terms, Conditions, Exceptions, Provisions and Definitions contained herein or in any Endorsement hereof, will indemnify during the Period of insurance up to the amount stated in the Schedule, the Policyholder for the Insured Persons as stated in the Schedule for SECTION B of the Policy.

### Competent Court

The Insured and the Company agree that the Insurance provided under Section B of the Policy shall be effective only in relation to court judgments issued by or secured from a competent court of the Republic of Cyprus and the meaning of the term "court judgment" shall be that attached to it by the Law and does not include a judgment or order (judicial or resulting from an arbitration) which relates to registration of

- a) foreign judgements, on the basis of the provisions of the Foreign Judgments (Mutual Enforcement) law, or any law amending or repealing the same.
- b) any judgement obtained based on any bipartite or international agreement or other relevant legislation

### Insurance Provided.

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 Employment specified in the Schedule.

The Company will in addition pay all other costs and expenses incurred with its written consent, including interest charges on adjudged amounts.

### Limits of Indemnity.

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

- a) one claim or all claims of a series in connection with an Accident or Occupational Disease caused during the currency of Section B of the 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 was caused shall apply.

- b) one claim or all claims of a series in connection with an event or series of events consequent on or attributable to one source or original cause as a result of which Accident or Occupational Disease was 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 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 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 any Period of Insurance (Limit of Indemnity (c)).

### **Limits of Indemnity.**

#### **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 or series of claims where Accident or Occupational Disease is caused during a period which extends beyond one Period of Insurance, the amount of damages, costs and expenses indemnifiable arising out of such claim or series of claims, shall be limited to the proportion of the Single Employee Limit (inclusive of all costs and expenses) 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 as indicated in the Schedule (Limit of Indemnity (a)).
  - II. For the purpose of establishing the total amount payable by the Company in respect of one claim or all claims of a series in connection with an event or series of events consequent on or attributable to one source or original cause as a result of which Accident or Occupational Disease was sustained by one or more employees, irrespective of whether such Accidents or Occupational Diseases were caused during one or more Periods of Insurance, 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 and expenses indemnifiable arising out of such claim, shall be limited to the proportion of the total amount of damages, costs and expenses 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 Limit of Indemnity applicable in respect of each and every claim or all claims of a series and as indicated in the Schedule (Limit of Indemnity Item (b)).

- B. In the case where more than one claim has 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 proportion that the Limit of Indemnity per event or series of events bears to the total amount awarded.

## Extension: Insured's Representatives.

In the event of the death of the Insured and subject to the Limits of Indemnity in Section B of the Policy, the Company will indemnify the legal personal representatives of the Insured in respect of liability incurred by the Insured, provided that such personal representatives shall act as though they were the Insured and be subject to the Terms of Section B of the Policy so far as they can apply.

## Definitions

- 1) **"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) **"Occupational Disease"** shall mean the disease or disorder as these are defined in the two columns of the Schedule annexed to the Social Insurance (Occupational Diseases) Regulations of 2010.
- 3) **"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) **"Geographical Limits"** shall mean
  - 1) Cyprus  
Or
  - 2) Anywhere outside Cyprus in case of occupation of Employees abroad following the proposal and declaration by the Insured and the written consent of the Company for the extension of the "Geographical Limits" beyond the Geographical Area of Cyprus  
  
and as defined in the Schedule or by the issue by the Company of a relative Endorsement.
- 5) **"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 therefor.
- 6) **"Material Fact"** means any fact which influences the judgement of a prudent Insurer in his decision to accept or not the risk or to apply any terms and conditions thereon.
- 7) **"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.
- 8) **"Terrorism"** means an act including but not limited to the use of threat or use of force by any person or group of persons whether acting alone or in connection with or on behalf of any organisation or government committed for political ideological ethnic religious economic or any other purpose with the intention of putting the public or any part thereof in fear and/or to risk human life and/or property and/or to cause or threat to cause any financial/economic loss with the intention of influencing the government and or the public or any part thereof
- 9) **"Contamination"** means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of biological and/or chemical substances

## Exceptions

### The Company shall not be liable in respect of:

- 1) the Insured's liability to employees of contractors to 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 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
- 7) any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
  - a. nuclear weapons material,
  - b. 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
- 8) any liability incurred directly or otherwise arising and or any bodily injury, death, disablement or Occupational Disease or any liability whatsoever, or any costs or expenses of any Employee resulting from or contributed by or suffering from pre-existing or hereditary physical or mental defect or infirmity or recurring conditions
- 9) any liability directly or indirectly arising out of, resulting from or in consequence of or caused by or contributed by or arising from or in any way involving the use, handling, processing, removal, presence or existence of Asbestos and/or Products containing Asbestos and/or Asbestos related Products or Materials.
- 10) any liability directly or indirectly arising out of, resulting from or in consequence of or caused by or contributed by or arising from or in any way involving the use, handling, processing, removal, presence or existence of Crystalline Silica and/or Products containing Crystalline Silica and/or Crystalline Silica related Products or Materials.
- 11) any liability of whatsoever nature, costs or expenses including but not limited to consequential loss of any type and description in respect of any person who
  - a. is carried in or on a motor vehicle
  - b. is getting into or out of it,

and which occurs as a result of and in the course of the employment of such person and as a result of the use of a motor vehicle within the Geographical Area defined in the Schedule

For the purposes of this exception

- i. the terms "motor vehicle", and "use" have the meanings attributed to these terms within the Motor Vehicles (Third Party Insurance) Law of 2000 and 2003 and any law amending or substituting the same
  - ii. the words "person carried" do not include the driver of the motor vehicle
- 12) any liability of the Insured and shall not provide indemnity under the Policy and/or pay any claim or benefit or indemnify any expense or incur any costs or expenses under Section B of the Policy to the extent that the provision of such indemnity, payment of such claim or expense or provision of such benefit would expose the Company to any violation of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdictions which the Company is obliged to conform to
- 13) any liability incurred directly or otherwise arising and or any bodily injury, death, disability, Occupational Disease, loss, damage, destruction, any liability of whatsoever nature, costs or expenses including but not limited to consequential loss of any type and description, or any other indemnity which would otherwise be provided but for the existence of this exclusion, directly, or indirectly caused by, resulting from, happening through, arising out of, or in connection with or in respect of any action(s) taken in controlling, preventing, suppressing attempted or threatened or in any way relating to any of the following regardless of any other cause or event contributing thereto concurrently or in any other sequence to:
- a)
    - (i) war, invasion, acts of foreign enemies, hostilities, sabotage or warlike operations (whether war be declared or not), civil war
    - (ii) mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military rising, martial law, military or usurped power or attempt at usurpation of power
    - (iii) confiscation, nationalisation, commandeering or requisition by or under the order of any Government or any lawfully constituted authority
    - (iv) any act of Terrorism
    - (v) any chemical, biological, bio-chemical or, electromagnetic weapon or similar or related substances or properties in any form
  - b)
    - (i) any nuclear weapons material, any missile or weapon of War or acts of War as referred to under (a)(i) above Mutiny as referred to under (a)(ii) above, and acts of any lawful authority as referred to under a(iii) above employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or any atomic biological and/or chemical or other hazardous or deleterious matter harmful to human life, tangible or intangible property or infrastructure
    - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
    - (iii) any kind of Contamination
    - (iv) any hazardous or deleterious matter harmful to human life, tangible or intangible properties or infrastructure

If the Company alleges that by reason of the above that any indemnity is not provided by the Company under this insurance, the burden of proving that such is/are covered shall be upon the insured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 14) any liability incurred directly or otherwise arising and or any bodily injury, death, disability, Occupational Disease, loss, damage, destruction, or any liability whatsoever, or any costs or expenses or any consequential loss of any type and description directly or indirectly caused by resulting from, happening through arising from or in any way relating to actions taken or which should be taken in connection with any computer or other plant or equipment or any other property whether insured under Section B of the Policy or otherwise failing to correctly register, identify, process, capture, manipulate, save, restore, recognise, report, operate, carry out any command or any other execution, order or application of any type or description which relates to or is in any way directly or otherwise dependent on a date or time or change of such.
- 15) any liability incurred directly or otherwise arising in respect of any illness or disease or disorder which is not an "Occupational Disease" as herein defined.
- 16) of any liability incurred directly or otherwise arising and/or any bodily injury, Occupational Disease, death, loss, damage and/or consequential loss of any type and description, any liability of whatsoever nature, costs or expenses of any nature directly or indirectly arising from or connected to or in any way relating to actions taken or which should be taken to prevent in any way
  - a) any loss or damage to the property insured and/or to equipment, Data, software, hardware, operating Systems caused directly or indirectly by:
    - (i) corruption of Data, software, operating Systems whether in whole or in part
    - (ii) unauthorized appropriation use access to or modification of Data, software operating Systems
    - (iii) unauthorised transmission of Data, software, operating Systems to and/or from any third parties
    - (iv) any misinterpretation uses or misuse of Data, software, operating Systems
    - (v) any operator error in respect of Data Entry, programming
    - (vi) any programming errors
    - (vii) the transmission or impact of any "Virus"
    - (viii) unauthorised access to a System
    - (ix) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
    - (x) breakdown or failure of the Insured System unless otherwise specifically insured
    - (xi) the failure of any anti-virus software to detect any virus
    - (xii) intentional and/or malicious acts of any person in accessing any Computer Systems or Peripherals by e-mail messages virus or otherwise
    - (xiii) any of the events described in paragraph (a) above
  - b) any errors/misrepresentations/misleading and inaccurate information whether intentional or otherwise which is available for use in electronic format whether through the internet or otherwise
  - c) any libel infringement and/or breach of copyright
  - d) Any failure by the Insured or anybody acting on his behalf to maintain confidentiality of all Data contained in electronic and/or other document format
  - e) any consequential loss penalties and/or fines of any kind

- f) any action taken by any person whether trying to benefit or otherwise as a result of or directly or indirectly arising from any unauthorised access, manipulation, or use of any Data information or any Systems available through the internet or otherwise

## **Definitions**

### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **Breakdown or Failure of a System**

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

### **System**

includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips either physically or otherwise and/or anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any Computer or Electrical Installation

### **Microchip**

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and micro controllers

### **Virus**

programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

## **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 Section B of the Policy, the Insured shall refund 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 refund 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-mentioned Fund,

and which amount the Company would not otherwise be liable to pay under Section B of the 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. Inter alia to maintain all buildings, equipment, furnishings, entry and exit areas, work areas, machinery and plant in sound and safe condition.

The Insured at his own expense shall cause any defect or imperfection 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 and maintained 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 Gross 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 of Insurance.

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 has the right to cancel this Policy by sending a fifteen (15) days' notice by registered letter to the Insured at his last known address. In such case the Company will refund the Insured the pro-rata unearned premium which has been paid to the Company.

The Policy may be cancelled at any time by the Insured with the relevant written notice to the Company and at the same time returning the current Certificates of Insurance and any certified copies on or before the date of cancellation. In such case and provided that no claim has arisen or has been submitted during the current Period of Insurance the Company is entitled to the earned premiums based on the applicable Short Period rates of the policy (short-period surcharge is applied up to 10% of the Basic Premium). In the event that a claim has arisen during the current Period of Insurance the Company will not refund any premiums to the Insured.

In such circumstances the premium shall be adjusted in both cases in accordance with the provisions of General Condition 2.

In case of cancellation of the Policy the Company shall refund to the Insured the corresponding premium within seven (7) working days following the receipt of the cancellation request.

### 4. Written Notice

Every notice or communication to be given or made under the Policy shall be delivered in writing to the Company.

## Claims Conditions

### 1. Reporting of any Incident by the 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 impending prosecution or inquest or fatal inquiry in connection with any event for which there may be liability under Section B of the 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 if it so wishes 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 for Indemnity or Damages or otherwise 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 Section B of the Policy, there is in force another policy covering the same liability or would have covered the same liability in the absence of Section B of the Policy, the Company shall have no liability to pay or contribute any amount which exceeds its rateable proportion in relation to the claim including costs and expenses.
- b) The Company's rateable proportion as mentioned above shall not exceed the proportion of the total amount of damages (including costs and expenses) that corresponds to the relation between the Single Employee Limits and other Limits of Indemnity for 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 its subrogation rights and to demand from any other Insurance Company covering the same liability the amount of the difference that the other Insurance 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 reasonably 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 of an action instituted against the Insured, in relation to an event that the Company would otherwise be liable to cover under Section B of the Policy, has been statute barred vis a vis the Company by virtue of the provisions of the Law, the Company shall have no liability under Section B of the Policy for the payment of any amount to the Insured, whether such amount has been paid by him or not.

## **Endorsements**

The Endorsements applicable shall be those indicated in the Schedule attached to the Policy or in any other document issued by the Company

### **NO. 140 – PREMIUM PAYMENT WARRANTY CLAUSE**

It is hereby declared and agreed that

- a) all amounts debited under the Policy (Premium, Fees and Stamps) shall be payable within the number of days as stated in the Policy Schedule or Renewal Schedule under Premium Payment Terms of the Policy and or any subsequent Policy Renewals issued thereto. In the case of any Endorsements issued under the Policy the amounts debited shall be payable within the number of days as stated under Premium Payment Terms of the Policy
- b) If the amounts which have become payable under (a) above have not been paid within the Premium Payment Terms as stated in the Policy Schedule or Renewal Schedule, then the Company shall automatically cancel the Policy as per the Cancellation Clause / Condition of the Policy herein