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## **Administration Committee All Risk Insurance Package**

| <b>Standard Covers</b>   | <b>Significant Features and Benefits</b>   |
|--|--|
| <b>Material Damage<br/>“All Risks”</b>                             | <p>Cover for loss or damage by an accidental physical cause occurring during the period of insurance to Buildings up to €7,5 million per location.</p> <p>Please note that not only named perils are insured, all risks are insured.</p> <p>The cover extends to include:</p> <ul style="list-style-type: none"><li>• Professional fees up to 12,5% of insured sum</li><li>• Debris Removal up to 10% of insured sum</li><li>• Alternative Accommodation &amp; Loss of Rent up to 10% of sum insured</li><li>• Metered water up to € 1.500</li><li>• Trace and Access up to €3.500</li><li>• Keys and Locks up to €500</li><li>• Fire Extinguishing Expenses</li></ul> |
| <b>Public Liability of the Administration Committee</b>            | <p>Protects against legal liability of the Administration Committee as a Legal Entity for bodily injury to third parties and damage to their property up to €170.000.</p>  |
| <b>Public Liability of the Jointly Owned Building Units Owners</b> | <p>Protects against legal liability of the Jointly Owned Building Units Owners for bodily injury to third parties and damage to their property up to €170.000.</p>   |
| <b>Liability of the members of the Administration Committee</b>    | <p>Covers any wrongful act of the members of the Administration Committee in their performance of duties up to a limit of €8.500.</p> <p>Wrongful act means any actual or alleged act, error, omission, misstatement, misleading statement, misleading conduct, neglect or breach of duty.</p>   |

This insurance is underwritten by AIG Europe Limited. AIG Europe Limited is registered in England and Wales.

Company number: 01486260.

Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

AIG Europe Limited is registered in the Republic of Cyprus as an oversea company.

Company number: AE 2631.

Registered office: 26 Esperidon street, 2001 Strovolos, Cyprus.

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This insurance cover is classified under insurance of fire and other damage to property and under liability insurance. Any product or insurance description in this document is for information purposes only and should not be relied upon to justify coverage in any situation. Scope and terms are subject to the terms and conditions of the policy which are available on request. Nothing in this document constitutes legal advice. Please consult your legal adviser if you wish to receive advice on any matters herein.



**JOINTLY OWNED BUILDING  
ALL RISKS  
INSURANCE PACKAGE**

## THE COMPANY PROVIDING THIS INSURANCE

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## APPLICABLE LAW AND JURISDICTION

This policy shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have exclusive jurisdiction to which the Insurer and the Policyholder / Insured submit in all disputes connected with this policy.

## COMPLAINT HANDLING PROCEDURE

Every effort is made to ensure you receive a high standard of service. However, if you feel that the service provided does not meet with your expectations then please contact us. The following complaint procedure has been designed to support you in addressing any concerns you may have.

If your concern relates to the way the policy was sold, then please contact your insurance agent or intermediary who arranged your policy or us.

As well as for the above if you are unhappy with the way your claim has been handled then please write to:

General Manager  
AIG Europe Ltd (Cyprus Branch)  
P.O. Box 21745  
1512 Nicosia

E-mail: [cy.customer.relations@aig.com](mailto:cy.customer.relations@aig.com)

To help us to deal with your comments quickly, please quote your policy or claims number and the policyholder or insured's name.

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you retain your right to have recourse to justice.

### Head Office - Nicosia

26 Esperidon street  
2001 Strovolos  
Tel. 22699999  
Fax 22699700

### Limassol District Office

3 George Katsounotou street  
Kittalides Building  
5<sup>th</sup> floor, office no. 5B  
3036 Limassol  
Tel. 25817333  
Fax 25761176

### Paphos District Office

7 Athinon Avenue  
Tolmi Building  
2<sup>nd</sup> floor, office no. 206  
8035 Paphos  
Tel. 26819300  
Fax 26930230

### Larnaca District Office

8 Themidos street  
Apsis Building  
3<sup>rd</sup> floor, office no. 302  
6057 Larnaca  
Tel. 24812666  
Fax 24660800

# JOINTLY OWNED BUILDING ALL RISK INSURANCE PACKAGE

Policy Wording Form: AIG/CY/ADCO/AR/12.2012

## SECTION 1 Material Damage (“All Risks”)

### Insuring Agreement

In the event of Damage to the Property Insured (or any part thereof) by an Insured Event, the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured for such Damage. The sums insured under this Section include costs and expenses, other than where the costs and expenses arise from pollution of or contamination to the Property Insured.

### Definitions – Material Damage (“All Risks”)

**1) Property Insured** means the real and personal property described in the Schedule unless excluded.

**2) The term Buildings** includes landlords fixtures and fittings (including solar waters heaters, antennas and satellite antennas), outbuildings, walls, gates and fences, piping, ducting, wires, cables and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the insured’s responsibility, playgrounds / yards, car parks and pavements, storage tanks, swimming pools and associated apparatus.

**3) Insured Event** means any accidental physical cause (except as hereinafter excluded) occurring during the Period of Insurance, at the Premises or situation defined.

### Extensions of Cover

#### **(1) Professional Fees**

The Insurer will meet legal and other professional fees reasonably and necessarily incurred in connection with the reinstatement of the Property Insured for an amount not exceeding 12,5% of the relevant sum insured and not in addition to the sum insured, but not those costs incurred in connection with the making of any claim under this insurance.

#### **(2) Debris Removal Costs**

Costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:-

- a) removing debris, from the site of such property damaged and the area immediately adjacent to such site,
- b) dismantling and/or demolishing,
- c) shoring up or propping,
- d) the clearing of drains and sewers,

will be paid as part of the sum insured up to an amount not exceeding 10% of the sum insured.

#### **(3) Public Authorities**

The Policy covers in respect of buildings and machinery such additional cost of reinstatement of the damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority, provided that:-

- a) the amount recoverable under this extension shall not include:-
  - i) the costs incurred in complying with any of the aforesaid Regulations or Bye-Laws under which notice has been served upon the Insured prior to the happening of Damage,
  - ii) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

b) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-

Laws so necessitate) subject to the liability of the Insurer not being thereby increased.

c) the total amount recoverable under this clause shall not exceed the relevant sum insured thereby.

#### **(4) Additional Expense of Alternative Accommodation and Loss of Rent**

In the event of the insured jointly-owned building or part of it being rendered uninhabitable by an Insured Peril, the Insurer will indemnify the Insured against:

- (i) reasonable additional expense for alternative accommodation
- (ii) loss of rent payable to the Insured

actually incurred by the Insured during the period necessary for the reinstatement of the jointly-owned building or part of it for an amount not exceeding 10% of the Total Sum Insured of the jointly-owned building.

#### **(5) Underground Services**

The insurance by any item on the buildings extends to cover expenses necessarily and reasonably incurred in clearing, cleaning and/or repairing drains, gutters sewers, pipes, cables and telecommunication cables (which are the responsibility of the Insured) in consequence of any event hereby insured against the premises.

#### **(6) Metered Water**

This Policy covers the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the water authority meter.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of an Insured Event and in no case exceeding €1.500.

#### **(7) Trace and Access**

In the event of damage resulting from escape of water or oil (following accidental damage to tanks apparatus or pipes) under an Insured Event the insurance extends to include costs necessarily and reasonably incurred in locating the source of the damage in order to effect repairs and the costs of making good which will not exceed a limit of € 3.500 in respect of any one claim.

#### **(8) Keys & Locks**

The Insurers will pay all costs reasonably incurred by the Insured in the repair or replacement of mechanical door locks following theft of keys from the Premises, provided that the liability of the Insurer shall not exceed €500 for any one Insured Event.

#### **(9) Fire Extinguishing Expenses**

This Policy will provide cover for the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part used in the process of minimising Damage incurred hereby.

#### **(10) Fire Brigade Damage**

In the event of Damage caused by Fire Brigade equipment or personnel in the course of combating fire the insurance extends to include the costs necessarily incurred in reinstating or repairing landscape gardens and grounds.

#### **Excluded Property**

The Insurer shall not be liable for Damage:-

a) to fences and gates and loose or moveable property stored in the open by theft or any weather condition (other than lightning) or dust.

b) of or to vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises.

c) to any part of the Machinery Insured which is being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation. This exclusion shall not apply to resulting loss or damage to other Property Insured.

d) to livestock, growing crops or trees.

e) to jewellery, precious stones, precious metals, bullion, furs, curiosities, antiques, rare books or works of art

f) to land, excavations, piers and jetties, bridges, culverts, roads or pavement.

g) to property or structures in the course of construction, erection or installation (this applies to New Buildings only as the Policy extends to pick up minor alterations to existing buildings – details logged with Insurer).

h) to any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than destruction or damage by fire resulting from such causes.

i) to all Property Insured caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by

- (i) pollution or contamination which itself results from a peril hereby insured against
- (ii) any peril hereby insured against which itself results from pollution or contamination.

j) to property in transit.

k) to money, cheques, stamps, bonds, credit cards, securities of any description.

### **Excluded Contingencies**

The Insurer will not be liable for Damage caused by:-

a)

- (i) infidelity or dishonesty of the Insured or any of his employees, agents or other persons to whom Property Insured hereunder may be entrusted nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory  
This exclusion shall not apply to Damage due to theft involving entry to or exit from the Buildings by forcible and violent means or any attempt thereat by or in collusion with any member of the Insured's staff or any other person lawfully on the Premises.
- (ii) misfiling or misplacing of information.

b) explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured, unless Damage by an event not otherwise excluded in this Section ensues and then the Insurer shall be liable only for such ensuing Damage.

c)

- (i) collapse or cracking of buildings or other structure
- (ii) delay, loss of market, gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish  
but this shall not exclude loss destruction or damage if resulting from an event which is not otherwise excluded.

d) magnetic or electrical injury or disturbance to data processing media or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software

e) solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances.

f) enforcement of any ordinance or law regulating the construction, repair or demolition of the Property Insured except as provided for in the Public Authorities condition attached hereto.

g) water or other fluids causing damage to stock if such stock is not on racks, helms, pallets and/or stillage at least six inches above floor level.

h) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds or boilers.

i) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the Premises are empty or not in use.

j)

- (i) faulty or defective design, materials, workmanship or errors or omission in processing or operation.
- (ii) mechanical or machinery breakdown or electronic or electrical breakdown or derangement.
- (iii) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises,  
unless Damage by an event not otherwise excluded by this Section ensues and then the Insurer shall be liable only for such ensuing loss destruction or damage.

k) changes in the water table level and caused solely by such changes.

l)

- (i) subsidence, landslip or heave.
- (ii) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings.

m) theft other than theft involving entry to or exit from the Premises by forcible and violent means or attempt thereof, except in consequence of assault and / or violence or any threat thereof.

## **General Conditions relating to Material Damage**

### **1) Notice**

Immediate notice shall be given by the Insured to the Insurer when any buildings forming part of the Property Insured become unoccupied.

### **2) Average**

The sums insured as stated in the Schedule are each separately subject to the following condition of average:  
If such sum shall at the commencement of any Damage be less than the total value of the Property Insured covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

### **3) Reinstatement**

In the event of Damage to buildings or machinery, the amount payable under this policy shall be the cost of reinstatement of the buildings or machinery damaged, subject to the Special Provisions set out below.  
Reinstatement shall not include improving upon the condition of any property when new.

#### *Special Provisions*

a) The reinstatement or repair shall be undertaken without unreasonable delay.

b) When any buildings or machinery are damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to apply for reinstatement if the said buildings and machinery had been wholly destroyed.

c) No payment beyond the amount which would have been payable pursuant to this clause if this condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.

d) Each item insured under this condition is declared to be separately subject to the following Condition of Average, namely:-

If at the time of reinstatement the sum representing eight-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the relevant sum insured thereon at the time of any loss or at the commencement of any Damage to such Property Insured then the Insured shall be considered as being their own insurer for the difference between the relevant sum insured and the sum representing the cost of reinstatement of the whole of the damaged Property Insured and shall bear a rateable proportion of the loss accordingly.

### **4) Workmen**

Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like without affecting this policy.

### **5) Disclosure of Interest**

The nature and extent of any interest of a party supplying property to the Insured under a hiring, leasing, or similar agreement shall be disclosed in the event of Damage.

### **6) Non-invalidity**

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured, whether constituting an increase in risk or not, provided that the Insured immediately they become aware thereof shall inform the Insurer and pay such reasonable additional premium as the Insurer may require.

#### **7) Specific Insurance**

This insurance does not extend to cover motor vehicles or their contents or any other property more specifically insured by or on behalf of the Insured, except only as regards any excess beyond the amount recoverable under such more specific insurance.

#### **8) Automatic Reinstatement of Loss**

The sums insured hereby (excluding those in respect of stock) shall be automatically reinstated following Damage by an Insured Event upon the Insured paying an appropriate additional premium provided that the Insurer may exercise its option under General Condition 9 (Cancellation Clause).

#### **9) Protections-Fire Extinguishing Appliances**

The Insured warrants that it shall maintain all fire extinguishing appliances in efficient working order. The Insurer will not make any payment under this Policy if the Insured fails to comply with this clause.

#### **10) Flat Roof Warranty**

It is a condition precedent to insurer's liability in respect of damage by storm or tempest that:

- a) any flat felted roof, or part thereof of the premises shall be inspected at least once every two years by a builder and any defect identified by that inspection be repaired immediately.
- b) any guttering is checked for blockages or defects by a competent person at inception or renewal and at six monthly intervals thereafter, any remedial action required to be implemented immediately.
- c) a record of all inspections shall be made and retained by the insured.
- d) an increased excess of €850 shall apply in respect water ingress to flat roofs.

#### **11) Electrical Inspection Warranty**

It is warranted that the Insured shall have the electrical system of the premises inspected every five years by a certified electrical contractor. Any defects identified by that inspection should be rectified immediately. A copy of the report and repair invoices must be retained for our review, and must be forwarded to the Insurer upon request.

#### **12) Additional Insured**

The Section 1 Material Damage is extended to cover the Owners of the Units of the insured Jointly Owned Building as additional insured for their respective rights and interests.



## **SECTION 2**

### **Public Liability**

#### **(a) Public Liability of the Administrative Committee**

##### **Insuring Agreement**

The Insurer will indemnify the Insured in respect of

- (1) all sums which the Insured shall become legally liable to pay as damages in respect of
  - a) accidental Personal Injury to any person
  - b) accidental Damage
  - c) accidental nuisance accidental trespass or accidental interference with any easement right of air light water or way, which occurs during the Period of Insurance within the island of Cyprus and arises from and in the course of the Business provided that the action for damages is brought against the Insured in a court of law of the Republic of Cyprus.
- (2) legal liability for claimants' costs and expenses in connection with (1) above
- (3)
  - a) the payment of lawyers' fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of a breach or alleged breach of statutory duty resulting in any occurrence specified in (1) above which may be the subject of indemnity under this Section,
  - b) all other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent

The liability of the Insurer for all damages payable under this Section 2 (a) (including all Extensions and Endorsements) relating to all and any claimants in respect of an Event shall not exceed the limit of indemnity stated in the Schedule.

##### **Extensions to Public Liability**

Each of the following Extensions is subject to the provisos and exclusions to this Section 2 and the General Exclusions and General Conditions to the Policy.

#### **1) Compensation for Court Attendance**

In the event of any Insured Person attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section 2 Public Liability, the Insurer will provide compensation to the Insured Person at the rate of €85 per day for each day on which attendance is required.

#### **2) Data Protection Act**

The Insurer will indemnify the Insured in respect of damages and claimants' costs and expenses arising from any claim or claims under the relevant Data Protection legislation first made against the Insured in writing during the Period of Insurance.

Provided always that

- a) the Insured is registered in accordance with the Act
- b) the indemnity will not apply
  - i) to liability caused by or arising from any incident or circumstances known to the Insured at inception or renewal of this Section 2 and which could seriously and reasonably be expected to give rise to a claim
  - ii) to any claim(s) made by or on behalf of any Insured Person in connection with employment in the Business
  - iii) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) to any fines or penalties of any kind
  - v) where indemnity is provided by any other insurance
  - vi) to proceedings which arise out of any activity or risk excluded by this Section 2
  - vii) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

## **Exclusions to Public Liability**

The Insurer will not indemnify the Insured in respect of legal liability (or costs and expenses):

### **(1) Employers Liability**

in respect of Personal Injury sustained by an Employee which arises out of and in the course of his employment by the Insured in the Business.

### **(2) Workmen's Compensation**

in respect of workmen's compensation attaching to the Insured or his insurer under any workmen's compensation unemployment compensation or disability benefits law or under any similar law.

### **(3) Automobile Liability Marine Liability Aviation Liability**

in respect of the ownership possession or use by or on behalf of the Insured of

- a) any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance
- b) any vessel or craft made or intended to be airborne or waterborne.

### **(4) Advice Design Specification and Professional Duty**

in respect of

- a) advice
- b) design
- c) specification

given for a fee or in circumstances where a fee would normally be charged.

### **(5) Care Custody and Control**

for Damage to property belonging to the Insured or in the care custody or control of the Insured or any Employee.

### **(6) Property Being Worked Upon**

for Damage to that part of any property upon which the Insured is or has been working if the loss or damage arises from such work.

### **(7) Pollution**

in respect of

- a) pollution directly or indirectly caused by or contributed to by or arising from the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water
- b) the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water
- c) fines penalties punitive exemplary or multiple damages relating to the circumstances detailed in (a) above.

However this Exclusion does not apply to:

- i) the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water
- ii) the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water where the Insured can prove both of the following

(A) that the discharge dispersal release or escape is sudden unintended and unexpected and immediately follows and is caused by the puncturing splitting or other breach of or sudden escape from the container holder or other confining structure

(B) that the discharge dispersal release or escape begins within the Period of Insurance.

The foregoing shall not extend this Section 2 to cover any liability which would not have been covered under the said Section had this Exclusion not been included. Expenses for the prevention of any contamination or pollution as herein described shall also form part of this Exclusion and shall not be recoverable hereunder.

### **8) Contractual Liability**

In respect of liability which is assumed by the Insured under a contract or agreement and

- a) arises under any penalty clause or in respect of fines or liquidated damages, or
- b) arises out of the sole negligence of third parties, or
- c) relates to a legal liability for which compulsory insurance is required by law from a third party unless such liability would have attached to the Insured in the absence of the contract or agreement.

### **9) Libel and Slander**

In respect of a libel or slander

- a) made prior to the effective date of this insurance
- b) made by or at the direction of the Insured with the knowledge of the defamatory character thereof
- c) related to advertising broadcasting or telecasting activities including Internet activity other than electronic mail conducted by or on behalf of the Insured.

### **10) Financial Loss**

for Financial Loss unless such loss is a direct result of Personal Injury or Damage for which indemnity is provided by this Section 2.

### **11) North America**

arising in connection with:

- a) occurrences in the United States of America or Canada
- b) occurrences in respect of which legal action or litigation is brought in a court of law within the countries specified in (a) above or where action or litigation is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

### **12) Product Liability**

Arising from or in connection with any of the Insured's products.

### **Definitions in respect of Public Liability:**

1) "Bodily Injury" shall mean injury sickness or disease or death resulting from such injury sickness or disease and shall include mental injury mental anguish and shock.

2) "Employee" shall mean

- a) any person under a contract of service or apprenticeship with the Insured
- b) any labour master or labour only sub-contractor or person supplied by them
- c) any self-employed person
- d) any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured
- e) any person under a work experience or similar scheme while engaged and working under the direction and control of the Insured in connection with and in the course of the Business.

3) "Event" shall mean the happening of an injury or loss or damage.

Any one claim or series of claims against the Insured resulting from one originating cause (including but not limited to continuous or repeated injurious exposure to substantially the same general conditions) shall be regarded as a single Event for the purposes of this Policy.

4) "Financial Loss" shall mean a pecuniary or economic loss or expense.

5) "Personal Injury" shall include but not by way of limitation Bodily Injury false arrest invasion of the right of privacy detention false imprisonment false eviction discrimination libel slander or defamation of character.

### **General Conditions in Respect of Public Liability**

The Insurer will not make any payment under this insurance if the Insured fails to comply with the following Special Conditions or fails to observe the terms of this Policy insofar as they relate to anything to be done or complied with.

#### **1) Reasonable Care**

The Policyholder shall take and/ or cause to be taken all reasonable care

- a) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require
- b) to prevent injury or loss or damage.

## 2) Maintenance of Assets

The Insured shall maintain premises machinery plant equipment and other business assets in good repair and shall comply with all applicable statutes obligations regulations and requirements imposed by any authority.

## 3) Admission of Liability

The Insured shall not make admission of liability take any action which may be construed as an admission of liability or repudiate or settle any claim or waive any rights of recovery without the prior written consent of the Insurer.

## 4) Conduct and Control of Claims

The Insurer shall have the right to

- a) defend any claim against the Insured
- b)
  - i) take over and conduct the defence or settlement of any claim
  - ii) prosecute for its own benefit any claim for indemnity or damages or otherwise in the name of the Insured
- c) subrogation of all the Insured's rights of recovery whether before or after indemnification by the Insurer
- d) exercise full discretion in the conduct of any proceedings and in the settlement of any claim whether before or after indemnification by the Insurer.

## (b) Public Liability of the Owners of the Units of the Insured Jointly Owned Building

The Insurer will pay any amount which the Owners of the Units of the Insured Jointly Owned Building have to pay as owners of the insured property, in relation to compensation to others which arise from a single event occurring during the period of insurance which results in:

- a) accidental death, disease, illness, or accidental physical injury to anyone; or
- b) accidental damage to physical property.

The most the Insurer will pay in respect of Section 2 (b) is the cover limit shown on your schedule, plus defence costs agreed with the Insurer in writing.

Excluding the legal liability of the Owners of the Units of the Jointly Owned Building arising from:

- Any physical property which is owned by your family, or which is the legal responsibility of your family.
- Any injury, death, disease or illness to your family (other than domestic employees who normally reside with you).
- Any contagious disease or virus passed on by you or any member of your family.
- Any business, profession, or trade involving you or any member of your family.
- Any contract or agreement, unless the liability would exist without that contract or agreement.
- Any deliberate act by you or any member of your family.
- Any liability covered by any other policy.

### Important Note:

Liability for injury or damage resulting from buildings or land belonging nearly always attaches to the occupier, rather than the owner. If you are the owner and occupier, then insurance against your liability as occupier is not provided by current Section and you should therefore ensure you have purchased Contents Insurance which will provide you with the occupier's liability insurance you require.

## **SECTION 3**

### **Liability of the Members of the Administrative Committee**

#### **Insuring Agreement**

Subject to all of the terms, conditions and exclusions of this Section 3 and the General Exclusions and General Conditions to the Policy the Insurer will pay the Loss of each Insured Person resulting from any Claim first made against them and notified to the Insurer during the Period of Insurance, by reason of any Wrongful Act occurring on or after the Continuity Date, in their capacity as a member of the Insured. This Section shall not apply to any loss arising out of an Employment Practice Violation.

The Insurer shall advance (subject to the limit of liability and retention) to each Insured Person Defence Costs incurred before the final disposition of the Claim.

Such payments shall be repaid to the Insurer by the Insured Persons severally, according to their respective interests and responsibilities, in the event and to the extent that the Claim is ultimately determined not to be covered or is resolved on terms or in a manner which excludes it from cover under The Policy.

#### **Exclusions in respect of Members' Liability**

This Section does not provide cover for any loss;

- (1) arising out of, based upon, attributable to, or in any way involving, directly or indirectly;
  - i) the actual, alleged, imminent or threatened discharge, dispersal, seepage, release or escape of pollutants, or
  - ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants, nuclear material or nuclear waste.
- (2) arising out of bodily injury, sickness, disease, death or emotional distress of any person, or damage to or destruction of any property, including the loss of use of it.
- (3) arising out of any criminal, dishonest, fraudulent, wilful, intentional or malicious acts or omissions, or any knowing or wilful violation of any statute or regulation, or the gaining in fact of any profit or advantage to which the Insured or Insured Person was not legally entitled; however, this exclusion shall only apply if such conduct has been established by final adjudication to have, in fact, occurred. It is agreed that Defence costs will be provided until such final adjudication but may then be recovered from each Insured Person as a debt by the Insurer if this Exclusion is to apply.
- (4) arising out of or in any way connected to any:
  - i) litigation, material circumstances or other facts disclosed as contingent liabilities in the Report & Accounts of the Insured unless previously agreed in writing by the Insurer
  - ii) any alleged facts or circumstances of which notice was given or ought reasonably to have been given under any policy in force prior to the Continuity date; or
  - iii) pending or prior litigation or derived from the same or essentially the same facts as might be alleged in such pending or prior litigation, as at the Continuity date; or
- (5) arising out of any legal action or litigation brought in a court within the USA or Canada or out of any legal action or litigation brought in a court outside of the USA or Canada to enforce a judgment handed down in a court within the USA or Canada whether by way of reciprocal agreement or otherwise.
- (6) in connection with any Claim made against an Insured Person arising out of any Claim or any developments thereof for or in respect of or in any way arising out of a breach of duty owed, or malpractice, in a professional or medical capacity.
- (7) in a capacity as trustee or fiduciary under law (statutory or non- statutory including common) or administrator of any pension, profit sharing or employee benefits programme.

#### **Definitions – Members' Liability**

- (1) "Claim" means any demand made by a third party upon an Insured Person for damages. All Claims arising out of the same set of facts or circumstances shall be deemed to be one Claim made in the Period of Insurance in which the Claim is first made or deemed to be made against the Insured Person.
- (2) "Continuity Date" means the date from which the Insured has maintained uninterrupted Administrative Committee Members Liability cover with the Insurer.
- (3) "Defence Costs" means any reasonable fees, costs and out of pocket expenses incurred by any Insured Person, with the prior written consent of the Insurer, in the investigation, defence, settlement or appeal of any Claim.

(4) "Employment Practice Violation" means any actual or alleged;

- i) unfair or wrongful dismissal, discharge or termination, either actual or constructive, of an employment relationship or agreement in a manner which is against the law, misleading representation or advertising relating to employment;
- ii) failure to employ or promote, unfair deprivation of a career opportunity, unfair discipline, failure to grant tenure or negligent employee evaluation;
- iii) sexual harassment in the workplace or workplace harassment of any kind (including the alleged creation or permission of a harassing workplace environment);
- iv) employment-related denial of natural justice, invasion of privacy, defamation, wrongful infliction of emotional distress, or discrimination on any legally prohibited basis.

(5) "Knowledge", "First Discovered" or "Discovery" means that the knowledge or discovery of a Loss occurs when the Insured becomes aware of facts which would cause a reasonable person to believe that a Loss covered by the Policy has been or may be incurred, even though the exact amount or details of the Loss may not then be known. Knowledge possessed or discovery made by any member thereof shall constitute knowledge possessed or discovery made by the Insured.

(6) "Loss" for the purpose of this Section means:

- i) damages or judgments, but not punitive, aggravated or exemplary damages;
- ii) legal costs and expenses awarded against any Insured Person in respect of any Claim;
- iii) Defence Costs;
- iv) settlements negotiated with the Insurer's prior written consent;

But shall not include any non compensatory damages, taxes, any amount for which the Insured is not legally liable, or matters which are uninsurable under the law to which the Policy shall be construed.

Loss, damages, judgments, settlements and defence costs incurred in more than one Claim against an Insured Person but resulting from a Single Wrongful act shall constitute a single Loss.

(7) "Single Act" or "Single Wrongful Act" means an act or any related or continuous or repeated acts, whether committed by an individual or group of individuals, and whether directed to or affecting one or more person or legal entity.

(8) "Wrongful Act" means any actual or alleged act, error, omission, misstatement, misleading statement, misleading conduct, neglect or breach of duty (excluding an Employment Practice Violation) made, committed, by any Insured Person. All related or continuous or repeated Wrongful Acts shall be deemed to be one Wrongful Act for the purpose of the cover provided by The Policy.

## **General Conditions relating to Members' Liability**

### **(1) Defence and Settlement**

The Insurer does not assume any duty to defend any Claim brought against an Insured Person that is covered by the Policy. The Insured Person shall defend and contest any Claim made against them, however the Insurer is entitled to effectively associate with the Insured Person and the Insured in defence of any Claim that appears likely to involve them including but not limited to effectively associating in the negotiation of any settlement.

The Insured Person shall not incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defence Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of the Policy.

The Insured Person and the Insured shall give the Insurer full co-operation and all information as it may reasonably require as a condition precedent to the Insurer's liability for Loss under The Policy.

### **(2) Claims Evidence**

The Insured must provide at their own expense any evidence in support of a Loss.

### **(3) Limits of Liability and Retention**

The Insurer's liability for all Loss sustained by any or all of the Insured Persons or Insured shall not exceed the amount for which the Insurer would be liable had all such loss been sustained by any one of the Insured Persons or Insured. Regardless of the number of years this policy shall continue in force and the number of premiums which shall be payable or paid the limit of liability as specified in the Schedule shall not be cumulative from year to year or Period of Insurance to Period of Insurance. Defence costs are part of and not in addition to these limits of liability.

The Insurer shall only pay for the amount of any loss, fees, costs or expenses which is in excess of the Retention specified in the Schedule as being applicable to the relevant Insurance cover. A single Retention amount shall apply to any Loss or claim arising from an act, series of related acts, Single act, or Claims alleging a Single Wrongful act.

## **General Conditions - All Sections**

The following are conditions applicable to all Sections of the Policy:

### **(1) Reasonable Precautions**

The Insured shall

- (a) maintain his Premises in a good state of repair and effect repairs as soon as practicable and reasonable to do so;
- (b) take all reasonable precautions to prevent and/or minimise any Damage.

### **(2) Misrepresentation**

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

### **(3) Notification**

On the discovery of a claim against him or any event which may give rise to a claim by the Insured under any section of the Policy.

- a) the Insured must
  - i) notify the Insurer as soon as possible:
  - ii) inform the Police immediately if Damage is caused or appears to be caused by thieves, malicious persons or by malicious act:
  - iii) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons if insured by this policy) after the Damage has occurred providing at his own expense all the detailed particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require:
  - iv) forward to the Insurer immediately all letters claims writs or other documents. No admission of liability of promise or payment shall be made without the Insurer's written consent:
- b) The Insurer will be entitled to
  - (1) enter any building where Damage has occurred and take and keep possession of the property:
  - (2) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer

This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this condition.

### **(4) Fraudulent Claims**

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage or legal liability be occasioned by the wilful act or with the connivance of the Insured all benefit under the Policy shall be forfeited.

### **(5) Contribution**

If at the time any claim under the Policy arises there be any other insurance effected by or on behalf of the Insured covering such Damage or liability or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage or liability.

### **(6) Subrogation**

The Insured shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their making payment in respect of or making good any Damage or liability under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurer.

### **(7) Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

### **(8) Due Diligence**

The due observance and fulfilment of the terms and conditions of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

### **(9) Cancellation**

The Insurer may cancel the insurance by giving fifteen (15) days notice by registered letter to the Insured's last known address provided that in the event of no claim having been made in the current Period of Insurance the Insurer shall return to the Insured a proportionate part of any additional premium paid for the unexpired Period of Insurance.

### **(10) Alterations**

This Policy will be avoided by the Insurer if

- a) the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued or
- b) the Insured's interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

### **(11) Waiver or Change of Policy Terms**

The terms of this Policy shall not be waived or changed except by Endorsement issued and signed by the Insurer to form a part of this Policy.

### **(12) Settlement**

The Insurer may

- a) pay any part or all of the deductible amount to effect settlement of any claim or series of claims against the Insured and in such circumstances the Insured shall promptly reimburse the Insurer for the amount of the deductible paid by the Insurer
- b) at its discretion pay to the Insured in connection with any claim or series of claims against the Insured the appropriate limit of indemnity (after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and shall then relinquish the conduct and control and be under no further liability in connection with such claim or claims except for any additional recoverable expenses incurred prior to the date of such payment

In the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the limit of indemnity for damages the Insurer's liability for costs and expenses where these are payable in addition to the limit of indemnity shall not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on behalf of the Insured in settlement

### **(13) Survey**

It is a condition precedent to the Insurer's liability that if this policy has been issued prior to the Insurer's survey, the Insured shall comply with any risk improvements required by the Insurer within the time specified.

However should the survey show in the Insurer's opinion that the risk or any part of the risk is unacceptable then the Insurer will retain the right to cancel suspend or alter the terms of the insurance provided by any part of the Policy.

### **(14) Rights of Third Parties**

It is hereby understood and agreed that nothing in The Policy is intended to confer a directly enforceable benefit on any party other than the Insured or the Insurer.

### **(15) Admission of Liability**

The Insured shall not make admission of liability take any action which may be construed as an admission of liability or repudiate or settle any claim or waive any rights of recovery without the prior written consent of the Insurer.

### **(16) Conduct and Control of Claims**



The Insurer shall have the right to

(a) defend any claim against the Insured

(b)

i. take over and conduct the defence or settlement of any claim

ii. prosecute for its own benefit any claim for indemnity or damages or otherwise in the name of the Insured

(c) subrogation of all the Insured's rights of recovery whether before or after indemnification by the Insurer

(d) exercise full discretion in the conduct of any proceedings and in the settlement of any claim whether before or after indemnification by the Insurer.

#### **17) Alteration of Risk**

The Insured shall notify the Insurer in writing of any material changes to the Business or risk during the Period of Insurance. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

## **General Exclusions – All Sections**

**(1)** This Policy including any Extensions does not cover Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss, or any legal liability or any claim under the Policy whatsoever, directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Power, Municipal, Local or Customs Authority;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- e) mould, mildew, fungus or spores of any type, nature or description
- f) work, or storage of property, 5 metres or more above floor or ground level

**(2)** This insurance excludes loss, damage, cost or expense of whatever 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 the loss:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) any act of terrorism.

For the purpose of this exclusion 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 similar purposes including the intention to influence any government and/or to put the public, or any other section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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

## **Definitions Applicable to all Sections**

**Insurer** means AIG Europe Limited.

**Insured** means the Administrative Committee referred to in Item 1 of the Schedule.

**Insured Person(s)** means any member of the Insured Administrative Committee

**Period of Insurance** means the period set out in the Schedule.

**Business** means the operation of an Administrative Committee of a jointly owned building which is regulated under the Immovable Property (Tenure Registration and Valuation) Law, Cap. 224.

**Premises** means the jointly-owned building referred to in the Schedule.

**Damage** means physical loss or destruction of, or damage to, tangible property.

**Family** means the owners of the units of the jointly owned building or any of the following persons considered they live together in the building:

- your husband, your wife or their spouse
- your children (including adopted children)
- their relatives

**Policy** means the Material Damage, Public Liability of the Administrative Committee and the Liability of the Members of the Administrative Committee sections contained herein.

See also Definitions applicable to individual sections of The Policy.

## How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

**The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, sensitive information about health or medical condition, and other Personal Information provided by you.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing
- Decision-making on provision of insurance cover
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance including compliance with laws outside your country of residence
- Marketing, market research and analysis

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies, agents, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers.

We may search these registers to detect and prevent fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfill the purposes described above.

**Requests or questions** - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail at [cy.customer.relations@aig.com](mailto:cy.customer.relations@aig.com) or by writing to the General Manager, AIG Europe Ltd (Cyprus Branch), P.O. Box 21745, CY-1512 Nicosia. More details about our use of Personal Information can be found in our full Privacy Policy at <http://www.aig.com.cy/cy-privacy-notice> or you may request a copy using the contact details above.



**Abbeygate  
Insurance**

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25/03/2014

Dear Admin Committee Chromata Lagoon

**RE: AIG Administration Committee Insurance Policy**

Thank you for your enquiry regarding home insurance, Abbeygate is pleased to be able to handle this matter for you.

Confirmation of cover.

The cover discussed will commence on 25/03/2014 and will be as follows:

Buildings Cover - €6,594,300

Public Liability Cover - € 170,000

Premium - € 7420.59 (discounted from € 8428.73)

Confirmation of payment

**I can confirm receipt of 7420.59 euros**

If I can assist you further in the meantime please do let me know.

Kind Regards

Martin Welsh  
Abbeygate Insurance



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