

GENERAL CIVIL LIABILITY INSURANCE

Information document for the insurance product

"Barents Insurance" EAD, UIC: 207459862

Republic of Bulgaria, Sofia 1303, Triaditsa district, 7-9 "Uzundzhovska" Street

Licensed to carry out insurance activities by Decision № 474-OZ dated 16.07.2024 issued by Financial Supervision Commission

Mob.: +359 2 905 3600, e-mail: info@barentsins.com, www.barentsins.com.

Product: "General Civil Liability" Insurance

This information document does not reflect the individual terms and conditions of your insurance contract, but provides a summary of the most important terms and conditions of the "All Risks in Construction" product. The complete pre-contractual and contractual information about the product is contained in the insurance policy, the General Insurance Conditions, and the "Questionnaire - Proposal" for concluding the contract, which are provided to you before concluding the insurance and are an integral part of the insurance contract.

What is this type of insurance?

General civil liability insurance is voluntary insurance that covers damage caused by you to third parties.



What does the insurance cover?

- ✓ The insurance covers risks related to the Insurer's liability for compensation for property damage and non-property damage caused by the Insurer to third parties.
- ✓ The scope of coverage of this insurance also includes all expenses for settling claims made with the written consent of the Insurer.



What does the insurance not cover?

The Insurer does not cover liability arising from or resulting from:

- ✗ activities of the insured that are outside the scope of the insured activity under the policy;
- ✗ intentional acts, except in the cases under Article 432, paragraph 3 of the Insurance Code (under compulsory civil liability insurance);
- ✗ gross negligence on the part of the Insurer and/or its representatives;
- ✗ action and/or inaction on the part of the Insured and/or his representatives and/or related persons within the meaning of the Commercial Law, committed under the influence of alcohol, narcotics or other intoxicating substances;
- ✗ natural phenomena – storm, tornado, hurricane, typhoon, hail, torrential rain, flood, natural accumulation of snow and ice, damage from falling trees and branches and other objects as a result of natural disasters, action of underground and sea waters, landslides, collapses, and subsidence of earth masses, earthquakes, avalanches, and other natural disasters due to events beyond the control of the insured or force majeure;
- ✗ the gradual influence of temperature, vapors or moisture, gases, precipitation, waste water, land subsidence, landslides and collapses of earth masses, earth tremors resulting from the operation of impact machines, flooding from stagnant or flowing water, as well as damage caused by animals and birds;
- ✗ nuclear reaction, radioactive radiation or contamination;
- ✗ radioactive, toxic, explosive and other hazardous substances in the manufacture of nuclear devices or components thereof;
- ✗ poisoning with asbestos and the diseases resulting from it (including oncological diseases), due to the presence, use, production, processing, storage, and sale of asbestos and asbestos-containing products;
- ✗ war and actions of armed forces (whether there is a declared war or not), civil war, civil unrest, rebellion, revolution, uprising, lockout, usurpation of power, terrorism, malicious acts of third parties,
- ✗ terrorism, sabotage;
- ✗ exercising activities whose main purpose is:
- ✗ serving national defense or international security;
- ✗ protection from natural disasters.
- ✗ Injury to any person who is in contractual employment or training relationships with the Insured, provided that the injury arises from the performance of such contractual relationships;
- ✗ arising from clauses for penalties, punitive interest, and performance clauses or guarantees, unless it is proven that liability would arise even in the absence of such clauses or

guarantees;

- ✗ devaluations, losses, and lost profits, interruption of production and other similar losses borne by the injured party;
- ✗ actions taken by a person who does not meet the legal requirements for exercising the relevant activity and/or does not possess the corresponding license/registration/permit for the activity;
- ✗ bodily injury (including death, illness, or loss of earning capacity) of a family member or employees under an employment contract with the Insured, unless they are additionally specified in the policy;
- ✗ possession and use of motor vehicles (including towed devices), vessels, and/or aircraft, including in connection with loading and unloading from the means of transport;
- ✗ financial losses that are not the result of bodily injury or property damage;
- ✗ damage and loss of property that is owned or for which the Insured is responsible, or which is located at his address specified in the policy;
- ✗ liability assumed by the Insurer under a contract or agreement that would not arise on any other legal basis, as well as the liability of the Insurer for non-performance of its contractual obligation;
- ✗ indirect damages of any kind, including but not limited to inability to use, loss of income, lost profits, decrease in market value, fines, penalties, compensation for delay in contract performance and/or other compensations replacing the performance of the contract;
- ✗ claims from one to another Insured under the same policy, claims from related parties of the Insured within the meaning of the Commercial Code, and claims from legal entities in which the Insured is a consultant;
- ✗ obligations to the state – failure to fulfill obligations of a public-law nature;
- ✗ violation of patents, copyrights, trade names, registered design trademarks, and others.

All exceptions are detailed in the General Terms of the "General Civil Liability" insurance.



Are there any limitations on the coverage?

- ! The damages we cover are up to the amounts and limits of liability specified in the insurance policy.
- ! ! The insurance does not cover the deductible specified in your insurance contract, which can be determined as a percentage / or as a fixed amount.



What is the territorial coverage of my insurance?

The insurance coverage is for the territory of the Republic of Bulgaria, unless otherwise agreed in the insurance policy.



What are my obligations?

When concluding the insurance contract:

- ✓ to disclose all known circumstances about which the insurer has asked questions in the "Questionnaire - Proposal" and which are relevant to the risk.
- ✓ Provide the Insurer with information about the nature of your business

During the term of the insurance contract:

- ✓ notify us of any new circumstances arising after the conclusion of the insurance contract that are relevant to the risk and that may give rise to liability to a third party;
- ✓ take the necessary measures to prevent events that could lead to the occurrence of an insured event covered by the insurance contract;
- ✓ not to allow actions or omissions that would increase the nature of the risk, and to take all necessary measures to prevent the insured event;
- ✓ to pay the insurance premiums within the agreed deadlines.

In the event of an insured event:

- ✓ take all measures to limit and reduce the extent of the damage;
- ✓ notify the Insurer in writing within the time limits specified in the General Terms and Conditions of Insurance;
- ✓ request the relevant competent authorities to issue the relevant documents and submit them to the Insurer;
- ✓ assist the Insurer in clarifying additional facts and circumstances related to the insured event;
- ✓ NOT to compensate claims or demands (judicial and/or extrajudicial) of injured parties related to the insured civil liability, not to make any commitments to injured parties, not to make any judicial or extrajudicial admissions of guilt and/or liability, and not to take any action to settle relations with injured parties without the prior consent of the Insurer;
- ✓ Do NOT agree to any judicial or extrajudicial settlement, or incur any expenses other than those necessary to provide first aid to third parties injured as a result of the insured event.

The obligations of the Insured are set out in detail in the General Terms and Conditions of Insurance "General Civil Liability". In case of non-compliance with your obligations, the Insurer may amend or terminate the contract, reduce or refuse to pay insurance compensation.



When and how should I pay?

The insurance premium is paid in a lump sum upon conclusion of the insurance contract or in installments.

In the case of payment in installments, the first installment is paid upon conclusion of the contract or at the latest by the date specified for the commencement of insurance coverage under the policy, and the subsequent installments are paid in accordance with the due dates specified in the policy.

In case of non-payment of an installment on the due date specified in the policy, the Insurer shall terminate the insurance contract at 24:00 hours on the fifteenth day from the due date of the installment.

The insurance premium can be paid in cash or by bank transfer.

The insurance coverage takes effect if the insurance premium or the agreed first installment thereof has been paid.

If the insurance premium is not paid or is paid incorrectly, the insurance contract does not take effect and the incorrectly paid amount is subject to refund.



How can I terminate the contract?

You can terminate your insurance by sending us a one-month written notice.



When does the coverage start and end?

The insurance is taken out for the period specified in the policy, takes effect from the date and time specified in the insurance policy as the start date, and expires at the time specified as the end date of the insurance period.