

# Employer's liability insurance

## Insurance product information document

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This information document provides a general overview of the insurance product. It does not reflect the specificities of the contract being entered into. The complete information on the insurance contract being entered into can be found in other documents, such as the proposal, policy conditions and insurance policy.

### What is this type of insurance?

Employer's liability insurance is voluntary liability insurance that insures the insured person against financial obligations arising from civil liability. The insurance covers the employer's liability for damage inflicted upon employees or persons treated as such as a result of occupational accidents or diseases. This means that if the employer is guilty of causing an occupational accident or disease, the insurance indemnifies the damage caused.



#### What is insured?

- ✓ An insured event is an occupational accident and/or a diagnosed occupational disease of an employee that occurred during the insurance period, as a result of which the insured person becomes obliged to indemnify the damage.
- ✓ The insurance covers the costs of legal defence required to counter the claim and/or the damage occurred.
- ✓ The limit of indemnity and the deductible are specified in the insurance contract. The limit of indemnity is reduced by the indemnity paid and legal costs.
- ✓ Employees are persons who work for the insured person under an employment or service contract. Temporary workers, interns, procurators and board members are also treated as employees.
- ✓ Occupational accidents and diseases are defined by law (the Occupational Health and Safety Act).
- ✓ An occupational accident is damage to the health or the death of an employee which occurred during the performance of a duty assigned by an employer or other work performed in the interests of the employer.
- ✓ An occupational disease is a disease which is brought about by a working environment hazard specified in the list of occupational diseases. Occupational diseases are diagnosed by the occupational health doctor.
- ✓ Conditions can be negotiated upon the policyholder's request. Specificities are listed in the insurance contract.



#### What is not insured?

- ✗ The insurance does not cover any risks related to producer's, general third party or professional liability or
- ✗ risks related to accident insurance or travel insurance.
- ✗ The insurance cover does not extend to damage that was known to have occurred before entry into the insurance contract.



#### Are there any restrictions on cover?

- ! The insurance cover extends to damage related to occupational diseases only if it has been agreed on beforehand and specified in the insurance contract.
- ! The list of damage types not covered by the insurance and restrictions is given in the policy conditions. For instance, the insurance does not cover:
  - ! intentionally caused damage;
  - ! claims related to non-patrimonial damage (e.g. pain and suffering);
  - ! events of which the policyholder was aware before entering into the insurance contract; and
  - ! any contractual penalties or additional contractual obligations added to the damage.



#### Where am I covered?

- ✓ The claims related to employer's liability insurance are settled in the Republic of Estonia.
- ✓ The insurance cover extends to employees' foreign assignments. If an employee is dispatched to a foreign country, the insurer's liability is limited to the extent prescribed by the laws of the Republic of Estonia and subject to conditions thereof.



#### What are my obligations?

- Before entering into an insurance contract, you must provide the insurer with the required data. The data submitted must be complete and correct. Additionally, the insurer expects the client to submit data that is of substantial, recognisable interest to the insurer and has an important effect on the insurance premium without being asked to do so. Such information includes the

number of employees, the company's field of activity and information about prior damage or events that may develop into claims.

- The insurer must be notified of any changes to the submitted data that occur after entry into the insurance contract.
- The policyholder's main obligation is to pay the insurance premium.
- They must also behave reasonably during the insurance period in order to avoid insured events.
- Upon an occurrence of an insured event, the insurer must be notified immediately. The policyholder must also take appropriate measures to avoid any further damage.



### **When and how do I pay?**

The insurance premium or a part thereof must be paid in the amount and by the date specified in the policy. The premium is usually paid by bank transfer on the basis of an invoice.



### **When does the cover start and end?**

The insurance cover begins and ends on the dates specified in the policy.

The insurance cover may end before the date specified in the policy if the insurance contract expires or is terminated prematurely. For instance, the insurer may terminate the contract if the insurance premium is left unpaid.



### **How do I cancel the contract?**

The policyholder cannot terminate their insurance contract prematurely.

The insurance contract can only be terminated prematurely upon mutual agreement between the parties under extraordinary circumstances. for instance, when the insured company ceases to operate.

In order to terminate the contract, you must submit a respective application to the insurer.