

# easyPROTECT PRO – Civil liability insurance

## Insurance Product Information Document

### LALUX Assurances - Product : easyPROTECT PRO



**Disclaimer:** This document is not tailored to your specific needs and the information and obligations set out herein are not exhaustive. For full information on the rights and obligations of the insurance company and policyholders, please consult the general and/or special conditions relating to the insurance product chosen.

## What type of insurance is it ?

easyPROTECT PRO - Civil liability insurance - covers the civil liability of the policyholder, staff of the policyholder or any other person designated as such in the Special Conditions. In the case of a legal person, administrators, partners and managers are also covered.



## What is insured ?

### Sectors of activity

- ✓ Sect. 1. Liberal professions and agencies
- ✓ Sect. 2. Medical, paramedical and pharmaceutical professions
- ✓ Sect. 3. Foodstuffs
- ✓ Sect. 4. Services, crafts and trades
- ✓ Sect. 5. Hotels, restaurants and cafés
- ✓ Sect. 6. Building professions
- ✓ Sect. 7. Motor vehicles
- ✓ Sect. 8. Agriculture

### Civil liability (hereinafter referred to as "CL") Operation (all sectors):

- ✓ Insurance of the liability involved in the operation of the business or activity designated in the Special Conditions due to damage caused to third parties, by persons and the movable/immovable property used.
- ✓ Included: the insured person's liability for the personal CL of the insured person's staff in the performance of their professional duties in the service of the insured person
- ✓ Additional coverage: neighbourhood disturbances, damage caused by subcontractors, liability for theft committed by employees, damage resulting from the movement of vehicles or bodily injury caused to trainees, assistants, volunteer assistants or applicants for employment.

### After delivery (all sectors, except sector 2):

- ✓ Financial consequences of the CL that the insured person may incur as a result of bodily injury, material and/or consequential damage caused to third parties by the products/goods after delivery (e.g. in the event of a defect in the delivered item), food poisoning or poisoning caused by products manufactured or distributed by the insured person or their staff (this applies to products used for food, hygiene or personal care).

### Legal protection and insolvency of liable third parties (all sectors):

- ✓ Payment of the costs and fees of all steps, investigations, expert opinions and proceedings following the occurrence of damage resulting from the insured person's professional activities and having caused either the death or injury to the physical integrity of persons (bodily injury), or the deterioration, destruction or loss of property (material damage).

### Entrusted and existing objects (sectors 1, 3, 4, 6 and 8):

- ✓ Financial consequences of the contractual CL that may fall to the insured person due to material and/or immaterial damage suffered by the objects entrusted and existing and resulting from a defect, fault, error or negligence in carrying out the work.

### Specific guarantees (non-exhaustive list):

- ✓ **Sector 2:** Errors or professional misconduct in diagnosis or surgery
- ✓ **Sector 5:** Items in safekeeping (except cloakroom), cloakroom, items placed in rooms
- ✓ **Sector 7:** CL for driving vehicles or damage to motor vehicles and trailers belonging to third parties; CL for defective repairs
- ✓ **Sector 6:** subsidence damage, dams and cofferdam
- ✓ **Sector 8:** keeper or guardian of animals kept for agricultural purposes; owner of machinery used for the purposes of the agricultural holding

### Optional guarantees:

#### CL for company executives:

- ✓ The insured person is covered for any damage for which they are legally obliged to pay due to a claim first brought against them for professional misconduct. Also, coverage of legal defence costs in civil and criminal matters.

#### Professional CL (sectors 1 and 4):

- ✓ The insurance covers the lessee against the financial consequences of their liability for damage to property suffered by third parties resulting from an error in the performance of the insured activities (e.g. professional misconduct, error of fact or law, errors of calculation or assessment, failure to fulfil contractual obligations, etc.)

#### Purely intangible damage:

- ✓ Damage that does not result from bodily injury or property damage.

#### Accidental pollution (all sectors):

- ✓ The financial consequences of liability that may be the responsibility of the insured person due to bodily injury, material and/or consequential immaterial damage caused to third parties by accidental and sudden pollution of the atmosphere or ground water, i.e. any destruction or damage to the physical integrity of living organisms or inert substances.

#### Guarantee extensions:

- ✓ CL for a building: Liability of the insured person for damage caused to third parties by the building designated in the Special Conditions (e.g. personal fault of management), construction defects or lack of maintenance

**Non-exhaustive list**



## What is not insured ?

- ✗ Material, physical and/or immaterial damage resulting from intentional risk-taking on the part of the insured person without the intention of causing such damage, being a deliberate violation of basic safety and security standards.
- ✗ **After delivery:** damage caused by the work carried out by the insured person or by the works, objects and products delivered by them, as well as the cost of repair, replacement or reimbursement and the ancillary costs incurred by the insured person for these operations.
- ✗ **Entrusted and existing objects:** damage caused to rented objects as well as damage to objects entrusted during their transport, including during loading or unloading.

**Non-exhaustive list**



## Are there any restrictions on cover ?

- ! For all the coverages taken out under Liability insurance, the intervention limit per claim is set at EUR 12,000,000.
- ! Legal protection and insolvency of liable third parties:
- ! Guarantee granted up to a maximum of EUR 650 (index 100 - monthly consumption index)

**Non-exhaustive list**



## Where am I covered ?

- ✓ The following types of cover are valid in Europe: "Operating civil liability", "Civil liability for entrusted and existing objects", "Legal protection and insolvency of liable third parties", "Civil liability after delivery", "Professional civil liability", "Directors' civil liability" and "Civil liability for purely immaterial damage".
- ✓ The "Civil liability resulting from damage caused by accidental pollution" cover is valid in the Grand Duchy of Luxembourg.
- ✓ The "Real estate civil liability and "Legal protection for real estate civil liability" coverages are granted for the building located at the address indicated in the Special Conditions.



## What are my obligations ?

### When subscribing

- Provide as complete and accurate a description as possible of the risk to be insured, without misrepresentation or omission
- Submit a certificate from the former insurance company specifying the degree of bonus-malus and any claims

### During the contractual period

- Report to the company any new circumstances that may increase the risk or create new ones
- Notify the company of any change in the data included in the contract, in particular in the event of a change of address or a change of bank account
- Pay your insurance premiums within the time limits stipulated in your contract. In case of non-payment, the company can suspend the warranties or cancel the contract

### In the event of a claim

- Declare all claims within eight days of their occurrence and obtain the company's consent before any action involving its intervention
- Send in all the items required by the company to settle the claim. Transcripts, accident reports and other official documents must be sent as soon as possible.

If the policyholder and/or the insured person or their beneficiaries do not fulfil one of the obligations provided for in the General Terms and Conditions and this results in damage to the Company, the Company is entitled to claim a reduction in its benefit up to the amount of the damage it has suffered. The Company may decline its coverage if the insured person or their beneficiaries have not fulfilled one of these obligations due to fraudulent intent.



## When and how do I pay ?

- The amount indicated on the annual due date notice is payable on the first day of the month of the due date
- Monthly payments may be made by direct debit, without additional costs



## When does the cover start and end ?

- The start (effective date) and expiry of the contract are indicated in the Special Conditions
- The contract is extended from year to year unless terminated by the customer or the company (tacit renewal)



## How do I cancel the contract ?

- Cancellation must be requested by registered letter 30 days before the annual expiry date of the contract, within one month following the cancellation of a guarantee or other contract by the company after a claim or within 60 days after a rate increase notified by the company.
- The company may cancel the contract after a claim has been submitted, in the event of fraud, non-payment, or following notification 60 days before the annual expiry date of the contract.