

## GENERAL CONDITIONS OF PROFESSIONAL GENERAL LIABILITY

### 1. Definitions

- 1.1 ‘Insurance Conditions’** for the purpose of this contract shall mean the General Conditions of the Professional Liability insurance contract.
- 1.2 “Insurer”** for the purpose of this contract shall mean the insurance company.
- 1.3 “Insured”** for the purpose of this contract shall mean the physical and/or juridical person, who paid the insurance premium.
- 1.4 “Insurance policy”** for the purpose of this contract shall mean the document that proves and arranges the insurance contract.
- 1.5 “Limit of liability”** for the purpose of this contract shall mean the maximum amount defined at the insurance policy.
- 1.6 “Insurance Premium”** for the purpose of this contract shall mean the amount of money paid to the Insurer for the insurance policy.
- 1.7 “Indemnity”** for the purpose of this contract shall mean the maximum amount that the Insurer is liable to pay upon the insurance event occurrence.
- 1.8 “Insurance event”** for the purpose of this contract shall mean the loss caused to third parties, arising from any Claim:
- is first made against the Insured during the Period of Insurance; and
  - is notified to the Insurer during the Period of Insurance; and
  - arises from an act or omission committed after the Retroactive Date, if a retroactive date is specified on the schedule;
- which is caused by negligence, errors and omissions while providing services, which are against the rules and practices and are commonly recognized for the specified profession and
- The expenses of legal defense if approved in advance by the Insurer and are related to indemnity claims.
- 1.9 “Working Professional Liability”** for the purpose of this contract shall mean the actions and inactions, violations, errors and negligence while the representative of the Insured or employees authorized by him are working and cause loss to third parties.

### 2 Notifications of the Insured

- 2.1** Declarations of the Insured must be complete and accurate.
- 2.2** In case of insurance event, the Insured must give full access to the Insurer to examine any material or document related to the Insured and the insurance event.
- 2.3** If after the insurance contract begins, is found that the Insurer gave incomplete or inaccurate information at the application or at the submitted documents, in which were based the underwriting procedure, the Insurer has the right to:
- 2.3.1** oppose the validity of the contract within 3 months from the date he is aware for the inaccuracy or omission of the declarations, requiring a change in the insurance conditions;
  - 2.3.2** cancel the insurance contract, in case there are facts which if the Insured would have been aware of their existence, would never bind an insurance contract.
  - 2.3.3** refuse the indemnity in any circumstance, if the insurance event occurred.
  - 2.3.4** not return the insurance premium paid to the Insured for the period until the contract is canceled.
- 2.4** The claims must incur as a result of the violation of regular practices and manuals, laws and bylaws for the specified profession, by a representative of the Insured or its employees while fulfilling the duties for which they are contracted.

### **3. Beginning of Insurance**

The insurance begins at 24.00 of the day specified at the insurance policy, if:

- 3.1.1** The insurance premium or the first installment is paid;
- 3.1.2** The insurance policy was issued by the Insurer and signed by the Insured;

**3.2** If the insurance policy starts at a later date, the insurance shall begin at 24.00 of the specified date.

### **4 Indemnity of the Insured**

#### **4.1.1 The Insurer is liable to pay:**

- The amount for which is legally liable to pay as loss compensation to the damaged party and other costs that arise by the insurance event covered by this insurance policy within the limits of liability;
- The expenses of legal defense, if approved in advance by the Insurer and if related to the indemnity requests to the Insured;

#### **If they meet the following:**

- The loss must incur as a result violation of regular practices and manuals, laws and bylaws for the specified profession.
- The loss must have been caused by a representative of the Insured or its employees while fulfilling the duties for which they are contracted.
- The insurance event must have incurred before the end date of the insurance policy.
- The insured and/or its employees have done all the efforts to minimize the loss, including giving notice to special authorities in charge for these losses.

**4.1.2** Several claims involving one single insured which occurred during the validity of this Contract and arising out of the same cause or event, for example from the same construction, production or instruction error or from delivery of such products which have the same defects, shall be deemed to be a “claims series event”, regardless of when the losses actually occurred, and those losses shall be deemed to have occurred at the same time as the first applicable loss arising from the same cause or event.

### **5 Insurance Premium**

**5.1** The Insurance premium must be paid at the time specified at the agreement, at the office of the insurer or its bank account.

**5.2** If the Insured fails to pay the premium installments, the insurance is suspended at 24.00 of the 16<sup>th</sup> day after the deadline for payment.

**5.3** After the elapse of the 16 days period, the Insurer is entitled to ask to terminate the contract and the paid premium shall not be returned to the Insured.

**5.4** The Insured shall not be released by its liability to pay the premium, even if he claims that the Insurer did not notify him regarding the deadlines.

### **6 Excluded Risks**

**6.1** This insurance does not cover the insurance event caused by:

**6.1.1** War, invasion, war with another country (declared or not), civil war, rebellion, riot, civil commotions, revolution or similar events;

**6.1.2** Terrorism;

**6.1.3** Ionization, radiation, radioactive contamination caused by combustible substances or nuclear waste, toxic radioactive explosions or other dangerous explosive weapons;

**6.1.4** Volcanic explosions; earthquakes, landslides, floods;

**6.1.5** Use of explosive and corrosive substances, except when used for the purpose of its professional duty;

**6.1.6** Criminal acts and violent actions from persons who have had previous conflicts with the Insured, participations of legal heirs, partners in business or beneficiaries in actions whose consequence is the Insurance event;

**6.2** Working Professional liability incurred before this policy started.

- 6.3** Losses resulted by intentional and dishonest actions or inactions of the Insured, events that the Insured was aware that would happen or was able to anticipate their occurrence, knowing the nature and the circumstances of these actions or inactions.
- 6.4** Losses caused by fines, penalties, corrective measures that are not related to this insurance policy.
- 6.5** Indemnification request related to delays in fulfilling the obligations and compensations regarding Insurance contracts.
- 6.6** Employee dishonesty
- 6.7** Theft or defamation
- 6.8** Any intentional, dishonest and malicious act of the Insurer or its employees.
- 6.9** Any negligence, error or inaction on the part of the insured in maintaining his insurance.
- 6.10** Any negligence, error or inaction related to services and activities performed that go beyond the scope of relevant professional services under domestic law, codes of ethics and rules
- 6.11** Insolvency / Bankruptcy of the insured.
- 6.12** Pure financial losses
- 6.13** Risk including USA / Canada legislation.
- 6.14** Product liability
- 6.15** Any negligence, error or inaction on the part of the insured in the event of a conflict of interest.
- 6.16** 6.16 Advising or auditing for the same client.

## **7 Termination of Insurance**

The insurance contract shall be considered terminated if one of the following occurs:

- 7.1** The working contract has been executed completely;
- 7.2** The insurance period is over;
- 7.3** The insurance event has incurred and the Insurer has paid to the Insured or the damaged Third Party the limit of liability;
- 7.4** Premiums have not been paid within a period of 16 days.

## **8 Ceding and Pledging**

This insurance contract cannot be ceded or pledged to others.

## **9 Duplicate**

If the original policy is torn, ragged or damaged becoming unreadable, the Insured may ask a duplicate of the insurance policy.

## **10 Insurance event**

- 10.1** Upon the occurrence of the insurance event and/or the application for indemnity, the Insured is liable to notify the Insurer within 48 hours, specifying the circumstances of the event and its consequences, and to follow the instructions of the Insurer.
- 10.2** The Insurer must accept not any liability, offer or payment without the written approval of the Insurer. The Insurer shall have the right to undertake and protect on behalf of the Insured, the payment of each loss that result from the insurance event and to follow the legal path for compensation by other parties, who caused the claim. The Insured must give all the information and assistance required by the Insurer.
- 10.3** For all the indemnity payments of the Insurer, the following documents must be submitted:
  - 10.3.1** Request for indemnity with the original policy;
  - 10.3.2** Documents that prove the indemnity amount that the insurer must pay;
  - 10.3.3** The charge at authorities or prosecution office (if applied);
  - 10.3.4** Any other document required by the Insured.

- 10.4** The complete documents must be submitted to the Insurer within 30 days of the Insurance event. The costs to gather and send the documents are charged to the insured.

**10.5** The Insurer must pay the indemnity deriving by this contract, within 30 days after the completed documents are submitted to the Insurer.

**10.6** The indemnity shall be paid at the currency specified at the insurance policy, at the account of the Insured.

## **11 Other Dispositions**

This contract shall be in force and interpreted according to the Albanian laws in force. Disputes arising from this agreement, if not settled by mutual understanding, shall be settled by the First Instance Court in Tirana.

## **12 Final Provisions**

### **12.1 Cyber-attacks, the exclusion clause**

Regardless of any provisions of different content within this insurance or any endorsement thereto it is agreed that this insurance excludes the loss, actual and personal property damage, costs or expenses of Whatever nature, caused directly or indirectly by any cyber-attack arising from the use or operation, as a means for inflicting harm, of any computer, computer software program, malicious code, computer viruses, or any other electronic system or device.

### **12.2 Illness Contagious exclusion clause**

Regardless of any provisions of different content within this Insurance Policy, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claims arising out of bodily injury (incl. Emotional distress or mental trauma or phobia), any kind of material loss or damage which is actually or allegedly caused by, contributed to by or in any way related to: Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis;

Communicable Disease;

A Communicable Disease means any disease which can be transmitted amongst humans, animals or plants, or by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### **12.3 Sanction clause**

Regardless of any provisions of different content within this Insurance Policy, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such a claim or the provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under the United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, as well as according to Albanian legislation, the United Kingdom or the United States of America.