

**SIERRA LEONE INSURANCE COMPANY LIMITED**  
**68 SANDERS STREET, P.O. BOX 836, FREETOM, SIERRA LEONE**

**FIDELITY GUARANTEE INSURANCE**

**WHEREAS** the Insured named in the schedule hereto employs is about to employ the Employee(s) named in the said Schedule in the capacity or capacities described in the said schedule and has applied to the Company to enter into this Policy of Guarantee: AND WHEREAS the Insured has delivered to the Company a document known as the “Employer’s Form” and has agreed that statements and declaration(s) therein contained and any other written information given by the Insured to the Company relative thereto shall form the basis of this Policy and of any renewal hereof.

**NOW THIS POLICY WITNESSETH** that in consideration of the payment to the Company of the First Premium specified in the said Schedule and subject to the nature of them respectively will permit shall be deemed to be conditions precedent to the Company’s liability hereunder, the Company shall, after the date of Commencement of guarantee set against the name of the Employee and subsequently for the period of Insurance specified in the said Schedule, make good to the Insured Party any loss not exceeding the Amount of Guarantee set against the name of such Employee in the said Schedule as the Insured shall sustain thorough any act or acts of fraud or dishonesty.

**DEFINITION**

1. **You/Your:** The person(s) named as Insured in the Schedule
2. **We/Us/Our:** the Sierra Leone Insurance Company Limited (SLICO)
3. **Proposal:** The application for you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy:** Policy wording, the Schedule, the Proposal Form and Endorsement/Memoranda, if any.
5. **Schedule:** The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Sum Insured:** It means the amount stated in the Schedule against each employ//employee category which shall be our maximum liability under this Policy for any one claim arising out of the dishonesty of the said employee/employee category.
7. **Limit of Indemnity:** It means the amount stated in the schedule which shall be our aggregate maximum liability under this Policy during the policy period.
8. **Period of Insurance:** It means the period between the commencement date and the expiry date specified in the Schedule.
9. **Excess/Deductible:** The amount stated in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
10. **Fraud:** It means obtaining an advantage by the perpetrator of the fraud, through unfair or wrongful means. Frauds may result in pecuniary loss or other losses like loss of trade secrets. Under the insurance policy, only the pecuniary loss to the employer on account of fraud of the employee is covered.

11. **Dishonesty:** Dishonest act always refers to breach of faith. As frauds, they may also either result in financial loss or other losses. The intention of the fidelity guarantee policy is to cover the loss resulting from the breach of faith on the part of the employees.
12. **Forgery:** Forgery means fraudulent alteration of any document or the circulation of any forged or fraudulently altered document by the employee whereby, he obtains possession of money or goods of the insured. Here also breach of trust is there and so any loss on account of forgery is within the scope of this cover.
13. **Embezzlement:** It refers to the misappropriation by any employee of monies or goods of the employer coming into possession of the employee before possession passes on to the employer.
14. **Larceny:** The term larceny is understood to mean theft but larceny is different in the sense that it is taking possession dishonestly, without employer's consent of any movable property, the safety of which is entrusted to the employee, while actually it is not in his possession.
15. **Default:** The term refers to failure of some duty and in relation to Fidelity Guarantee Policy, it means non remittance of money collected by the employee or entrusted to him or non-deposit of goods entrusted to him. All dishonest defaults, resulting in pecuniary loss to the employer is covered under the policy. In other words, the default intentionally committed by the employee with a view to cause loss to the employer alone is covered.

The Insured shall be indemnified for any act or acts of fraud or dishonesty:

**COMMITTED**

- a. during the period such employee is guaranteed
- b. during the uninterrupted service of such Employee in the capacity aforesaid

**AND DISCOVERED**

- a. during the period such Employee is guaranteed or
- b. within twelve (12) months of the lapsing of this Policy

but provided not later than twelve (12) months after the termination of such employment.

PROVIDED ALWAYS that if this Policy of Guarantee shall continue in force for more than one period of Insurance the liability of the Company hereunder shall not be accumulated or increased thereby and the aggregate liability of the Company throughout the subsistence of this Guarantee in respect of any one Employee named in the Schedule shall not exceed the Amount of Guarantee set against the name of such Employee.

## Conditions

1. This Policy shall be void:-
  - a. If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any Employee at any one time shall not be duly observed, put in practice and maintained on the part of the Insured in accordance with the Employer's Form, statement (s) and declaration (s);
  - b. If there be any change in the circumstances and conditions of employment of any Employee without in every case the consent of the Company being signified by endorsement hereon.
2. On the discovery of any acts or acts of fraud or dishonesty by an Employee or of reasonable cause for suspicion thereof the Insured shall give immediate notice thereof in writing to the Company stating the nature and extent of the loss so far as the ascertained and thereupon this Policy shall be absolutely void and of no effect so far as regards any subsequent act or acts of fraud or dishonesty committed by such Employee.
3. Every claim under this Policy shall be lodged with the Company within three calendar months after notice as aforesaid shall have been given to the Company and after expiration of such three calendar months, no claim shall be admitted by the Company under this Policy.
4. Full particulars and satisfactory proofs of the loss (verified, if the Company shall so require, by Statutory Declaration) shall be given to the Company in the form and of the nature required by the Company before any liability shall attach to the Company for payment hereunder.
5. The Insured shall, if required by the Company, give information and furnish evidence to the Criminal Authorities of any act or acts insured against, committed or supposed to have been committed by the Employee in consequence of which a claim may be made under this Policy and the Insured shall if so required by the Company, forthwith prosecute the Employee for such acts subject to the payment by the Company of all expenses necessarily incurred by the Insured in such prosecution if a conviction is obtained.
6. Any salary, commission or other emoluments which but for the act or acts of fraud or dishonesty on which the claim shall be founded would have become payable by the Insured to such Employee or any other money which shall be due to such Employee from the Insured shall be deducted from the amount payable under this Policy.
7. The Insured shall, when required by and at the expense of the Company, assign to the Company all claims and rights of action competent to the Insured against such Employee in respect of any loss sustained.

8. If at any time any claim for loss arises under this Policy there be any other guarantee covering the same loss the Company shall not be liable to pay or contribute more than its ratable proportion of any of such loss and costs and expenses in connection therewith.
9. The Company shall not be bound to send any notice of the Renewal Premium becoming due, nor to renew this Policy.
10. All differences out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured or his personal representatives for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**Policy No:** SLIC/FG/003

**The Company:** The Sierra Leone Insurance Company Limited

**The Insured:** Zenith Bank (S/L) Limited

**Address:** 18/20 Rawdon Street, Freetown

**Business or Profession:** Banking

**Period of Insurance:**

- a. From First Januaar2022 to 31st December 2022
- b. Any subsequent period for which the Insured shall pay and the Company shall agree to accept as Renewal Premium.

**First Premium:** Le 27,300,000.00

**Renewal Premiums:** Le 27,300,000.00

**Limit of Guarantee:** As per specification

**Estimated Annual Guarantee:** Le 50,000,000.00

**Employees Insured:** Cashiers at Head office/Lumley, Cline Town, Lungi, Wellington, Bo and Kenema Branches.

Dated in Freetown this ..... Day of .....2022

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**RXAMINED**

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**GENERFAL MANAGER**

**SPECIFICATION ATTACHING TO AND TO AND FORMING PART OF POLICY NO: SLIC/FG/003 IN THE NAME OF ZENITH BANK (S/L) LIMITED**

<b>S/No.</b>	<b>Category</b>	<b>No.</b>	<b>Amount Guaranteed (Le)</b>
<b>1.</b>	<b>cashiers</b>	<b>7 Branches</b>	<b>Le 700,000,000.00</b>
<b>Total</b>			<b>Le 700,000,000.00</b>

**MEMORANDA ATTACHING TO AND FORMING PART OF FIDELITY GUARANTEE INSURANCE  
POLICY NO: .....IN THE NAME OF ZENITH BANK (S/L) LIMITED**

**MEMO 1 : CHARACTER REFERENCE CLAUSE**

It is hereby understood and agreed that it is a condition precedent to liability that the Insured has obtained at least two satisfactory character references in respect of any person covered by this Policy, except where such a person has served the Insured for at least two (2) years without any incident.

**MEMO 2: EXCESS CLAUSE**

It is hereby declared and agreed that the Insured shall bear 10% of each and every loss which becomes the subject of a claim under this Policy.

**MEMO 3: PROSECUTION CLAUSE**

It is hereby declared and agreed that the Insured, shall, if required by the Company, and as condition precedent to the Company entertaining any claim under this Policy, forthwith take all necessary steps for prosecuting any Employee for any criminal act committed by such Employee in consequence of which a claim may be made hereunder, the companying all expenses necessarily incurred by the Insured in connection with such prosecution and the Insured shall also give the Company all such information and assistance as may be reasonably required for maintaining any action against such Employee for reimbursing to the Company any money which they may or become liable to pay under this Policy.

**Memo: 4 DAILY CHECKING OF TRANSACTION**

The Insured shall conduct daily checking of all financial transactions with a view to ensuring that books are balanced. The Company shall not be liable for any loss failure to carry out the daily checking as aforementioned.

**MEMO 5: STAFF SELECTION**

The insurance is granted on the understanding that the Insured shall not employ any staff who has been dismissed by any other employer or who has been convicted by any court for forgery, embezzlement, larceny, or fraudulent conversion of monies and/or stock belonging to or held in trust by any previous employer or any other official authority. The Insured shall observe the same precaution at all times during the currency of this Policy

**MEMO 6: EMPLOYMENT WARRANTY**

It is a condition precedent to liability of the Company that:

- a. The employees employed by the within Policy are duly employed by the Insured and that there are documentary evidence(s) to prove this.
- b. The duties of each employee are segregated and clearly defined so that no one employee is permitted to control a transaction from start to finish and that dual control is established. Every employee is required to take an uninterrupted annual Holiday at least two (2) weeks duration during which time the employee performs no duties and stays away from the office premises.

**MEMO 7: PROOF OF LOSS**

That in the event of a loss, the onus shall be on the Insured to provide enough evidence (documentary or otherwise) to prove that fraud or dishonesty has been committed by any employee guaranteed by this Policy. Mere suspicion or shortage at stock-taking shall not be accepted by the Company.

**MEMO 8: NEW EMPLOYEES/ADDITION CLAUSE**

It is hereby declared and agreed that subject to the receipt of satisfactory report or testimonials from former employers or any other reference acceptable to this Company, the Company shall hold the Insured covered for any new/additional employee that additional premium shall be payable by the Insured subject to notification to the Insurer,