

## EMPLOYER'S LIABILITY POLICY NO: SLIC/.....

### Your Policy

**Your Policy, Schedule** and any **Endorsement**, is proof of the contract between **You** and **Us**. This contract is based on the information given by or for **You** when **You** applied for this insurance by a proposal and declaration which forms part of this contract. **You** promised that the information **You** have given **Us** is true as far as you know.

In return for **Your** payment and our acceptance of **Your** premium, we will provide insurance cover under the **Terms** of this **Policy** during the **Period of Insurance** as shown on the Schedule.

#### Section I: **Definitions**

The following words and expressions will have the meaning stated below wherever they appear in bold and capitalized throughout **Your Policy**:

##### **Accidental**

Unexpected or unintended from the standpoint of the **Insured**.

##### **Business**

That described in the **Schedule** and includes the provision of canteen social and welfare facilities for **Employees** fire-first aid and ambulance services.

##### **Data**

Representations of information or concepts, in any form.

##### **Damages**

Includes loss of

##### **Employee**

1. Any person under a contract of service or apprenticeship with the **Insured** or
2. Any person hired or borrowed by the **Insured** while engaged in the course of the **Business** who is directly remunerated in the full for the purposes of the occupation stated in the **Schedule** by the **Insured** named in the attached Schedule and no other employer.

##### **Endorsement**

Any written amendment to **Your Policy** which **We** have made either by way of **Your** request or by a change in **Your** circumstances.

##### **Geographical Area**

The country as listed in **Your Schedule**

### **Injury**

Bodily injury and includes death and disease.

### **Limits of Liability/Sum(s) Insured**

The amount shown on **Your Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise changed by way of **Endorsement**.

### **Period of Insurance**

The dates shown on **Your Schedule** for which this **Policy** is in operation, and any renewal periods thereafter.

### **Policy**

This document which contains details of the coverages as itemized on **Your Schedule**, the proposal form and declaration and any applicable **Endorsement**.

### **Schedule**

The document attached to this **Policy** which gives details of the Limits of Liability, the excesses and which sections of the **Policy** apply.

### **Terms**

All **Terms**, exclusions, conditions and limits which apply to **Your Policy**.

### **We, Us, Our, Insurer, Company**

Sierra Leone Insurance Company Limited (SLICO)

### **You, Your, Insured**

**Electricity Distribution and Supply Authority (EDSA)** hereunder referred to as described in the **Schedule** and registered and operating in the geographical Area of Sierra Leone as shown in the Schedule.

In consideration of the **Insured** named in the **Schedule** attached hereto having applied to the **Company** for this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium.

The **Company** shall in the event of loss, damage, liability or injury arising during the **Period of Insurance** stated in the **Schedule** or any subsequent period in respect of which the **Insured** shall pay to the **Company** and it shall accept the premium required for the renewal of this insurance by payment or at its option by repair reinstatement or replacement provide indemnity of compensation as described in the following pages.

This **Policy** shall not be in force unless the **Schedule** has been countersigned by a person authorized by the **Company**.

## **Section II: Insurance Coverage**

Now this **Policy** provides that if any **Employee** in the **Insured's** immediate service shall sustain bodily injury by accident or disease caused during the **Period of Insurance** and arising out of and in the course of his employment by the **Insured** in an occupation specified in the **Schedule**.

The **Company** will subject to the **Terms** contained herein or endorse hereon indemnify the **Insured** against liability at law for damage and claimant's costs and expenses in respect of such injury or disease and will in addition pay all costs and expenses incurred with the **Company's** consent.

The **Company** will also in the event of the death of the **Insured** indemnify the **Insured's** legal personal representatives in the **Terms** of this **Policy** in respect of liability incurred by the **Insured** provided that such personal representatives shall as though they were the **Insured** observe, fulfil and be subject to the **Terms** of this **Policy** in so far as they can apply.

## **Section III : Exclusions**

The **Company** shall not be liable in respect of:

1. **Other Workers:** The **Insured's** liability to employees of contractors of the **Insured**.
2. **Liability by Agreement:** Any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. **Non-Recovery:** Liability Agreement: Any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. **Territorial Limit:** Any injury by accident or disease sustained outside the **Geographical Area**.
5. **Workmen's Compensation:** Any liability of the **Insured** to pay compensation to an **Employee** or to the Legal personal representatives or dependents of an **Employee** by virtue of any workmen's compensation law.
6. **War:** Any injury by accident or disease attributable to war, invasion, the acts of foreign enemies, hostilities or war like operations (whether war be declared or), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
7. **Radioactivity:** Any liability of whatever nature directly or indirectly caused by or contributed to or arising from:
  - a. Nuclear weapon material
  - b. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and for the purpose of this exclusion combustion shall include self-sustaining process of nuclear fission.
8. **Asbestos:** This **Policy** shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes

concurrently or in any sequence to the loss, damage, cost or expense. Asbestos products means asbestos or mineral wool, and/or any products which contains asbestos or mineral wool.

9. **Acquired Immune Deficiency Syndrome:** It is hereby understood and agreed that the within **Policy** does not cover injury or sickness of an insured person arising wholly or in part directly or indirectly from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and from mutant derivatives thereof however caused.

10. **Data:**

This Policy does not cover any liability, loss, damage, cost or expense caused by, arising out or related in any way, directly or indirectly to:

- A. Erasure, destruction, amending, entering, deleting or using **Data**.
- B. Erroneously creating, amending, entering, deleting or using **Data**, including any loss of use arising therefrom.
- D. The distribution or display of Data by means of any Internet Website, the Internet, an intranet, or similar device or system designed or intended for electronic communication of Data.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

11. **Electronic Data Recognition:** This insurance does not cover any loss, damage, cost, claim, legal liability or expense of whatever nature whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

- A. the calculation, comparison, differentiation, sequencing or processing of data involving date changes to the year 2000, or any other date change, including leap year calculations, by the computer system, hardware, programme or software and or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, and whether occurring before, during or after the year 2000.
- B. Any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme, or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, occurring before, during or after the year 2000.

The indemnity provided shall also not apply under any circumstances whatsoever to any liability of whatever nature arising out of the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the insured or not to:

- a. Correctly recognize a date as its true calendar date.
- b. Capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any data otherwise than as its true calendar date.
- c. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date. The exclusion applies regardless of any clause or event

that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

- 12. Electromagnetic Fields:** This Policy does not cover any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic or electromagnetic fields or radiation however caused or generated.

This exclusion applies regardless of any other contribution or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage or expense.

- 13. Genetically Modified Organisms:** This Policy does not cover any liability, loss, cost or expense or indirectly arising out of, resulting from, caused or contributed to by Genetically Modified Organisms.

For the purposes of this exclusion the term Genetically Modified Organisms (GMO) shall mean and include: organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification a claim is made is wider than the foregoing then such wider definition shall be incorporated in this definition in addition to the foregoing.

- 14. Information Technology Hazards Clarification Clause:** Losses arising, directly or indirectly, out of:

- A. loss of, alteration of, or damage to; or
- B. a reduction in the functionality, availability or operation of a computer, system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:
  - a. Fire, lightning, explosion, aircraft or vehicle impact, falling objects windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood or weight of snow.

- 15. Infectious Disease:** Cover in this **Policy** does not extend to include injury, sickness or death of an insured person arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Infectious Disease, Avian Flu or from any disease that has been declared as an epidemic by the World Health Organization i.e. EBOLA, COVID-19 and its variants.

If the **Company** alleges that by virtue of this exclusion any claim is not covered by this **Policy** then the burden of proving otherwise shall rest with the **Insured**.

- 16. Terrorism:** Notwithstanding any provision to the contrary within this insurance or any Endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

For the purposes of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of person, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**17. Noise Pollution Exclusion:** Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance does not apply to Injury or property damage arising out of any form of noise and pollution however caused. It is further agreed and understood that this insurance does not apply to any loss demand claim suit or cost arising out of or caused by noise pollution.

**18. Professional Negligence:** The indemnity expressed in this **Policy** shall not apply to any compensation costs or expenses for which the **Insured** is liable or alleged to be liable as a consequence of any breach of professional duty or service whether of omission or commission.

#### **iv: Conditions**

Any difference arising 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 there is no consensus on a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the two 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 on an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at the 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** for any claim hereunder and such claim shall not within twelve 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.

#### **Cancellation**

##### **A. Cancellation By You**

**You** have the right to cancel this **Policy** by giving three months' notice in writing by registered mail to the **Company**. If no claim has been made, or no incident that may give rise to a claim has been reported, **We** will calculate the number of days **Your Policy** has been in force and provide **You** with a refund. If applicable, as per the cancellation table below and in accordance with condition on Premium Adjustment:

<b>Time Policy is in Force</b>	<b>Amount of Premium refunded</b>
1-30 days	80%

31-60 days	70%
61-90 days	60%
91-120 days	50%
121-150 days	40%
151-180 days	30%
181-240 days	20%
241 days or more	No refund given

**B. Cancellation By Us**

We have the right to cancel this **Policy** by giving **You** three (3) months’ notice in writing by registered mail.

**Claims Procedure**

No admission, offer, promise or payment shall be made by or on behalf of the **Insured** without the written consent of the **Company** which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefits any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Company** may require.

**Communication**

Every notice or communication to be given or made under this **Policy** shall be delivered in writing.

**Compliance with Policy Terms**

The due observance and fulfilment of the **Terms** of this **Policy** in so far as they relate to anything to be done or not to be done by the **Insured** and the truth of the statements and answers in the proposal form shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

**Contribution**

If at any time that a claim arises under this **Policy** there be any other insurance covering the same liability the **Company** shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

**Exposure Basis**

Where the Legal Liability of the **Insured** to the claimant is established on “Exposure Basis” that is Legal Liability attaches for the whole part of the period which the claimant is exposed to the hazard of the employment then recovery hereunder shall be as follows:

**A. Proportionate Claim**

The proportion of the total claim amount in respect of any one employee attributable to any one period of the **Policy** shall be that proportion of the total of such amount which the period concerned bears to the total period during which the **Employee** was exposed to the hazard of the employment and;

**1. Insurer’s Claim**

The Liability of the **Insurer** under the **Policy** shall be reduced in proportion which each period of the **Policy** bears to the total period during which the **Employee** was covered by the **Insurer** and exposed to the hazard of employment.

**Discovery Period**

Provided always that exposure took place during the period of the **Policy** which shall be understood to mean exposure between each inception and annual renewal date of the Policy.

### **Interpretation**

This **Policy** and the **Schedule** and any **Endorsement** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of this **Schedule** shall bear such specific meaning wherever it may appear.

### **Jurisdiction Clause**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein in respect of accidental bodily injury shall not apply to:

1. Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the **Geographical Area** defined in the attached **Schedule**.
2. Costs and expenses of litigation recovered by any claimant from the **Insured** which are not incurred in and recoverable in the Geographical Area defined in the attached Schedule.

### **Notice of Claim**

In the event of any occurrence which may give rise to a claim under this **Policy** the **Insured** shall give immediate notice to the **Company** with full particulars. Every letter claim, writ, summons and process shall also be given to the **Company** immediately if the **Insured** shall have knowledge of any impending prosecution, inquest of fatal injury in connection with any such occurrence.

### **Occupational Hazard**

Insofar as liability is incurred by the **Insured** under this **Policy** in respect of Legal Liability for Occupational Disease or Physical Impairment which does not arise from a sudden and identifiable accident or event this **Policy** shall provide cover only on the following basis:

1. **Exposure Hazards**  
Where the Occupational Disease or physical Impairment results from exposure to a hazard of the employment of the claimant, any one claim in respect of any one **Employee** of the **insured** arising out of this exposure shall be considered individually as one event for the purpose of recovery hereunder.
2. **Occurrence Basis**  
In the event of Legal Liability being established to the **Insured** on other than an "Exposure Basis" as described above then for the purpose of recovery hereunder the date of loss occurrence hereon shall be the date applicable to which such Legal Liability is established.

### **Premium Adjustment**

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the **Insured** to **Employees** during each **Period of Insurance**. The name of every **Employee** together with the amount of wages, salary and other earnings shall be properly recorded and the **Insured** shall at all times allow the **Company** to inspect such records and shall supply the **Company** with a correct account of all such wages, salaries, and other earnings paid during the **Period of Insurance** within one month from the expiry date of such **Period of Insurance**. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a



further proportionate payment to the **Company** or by a refund by the **Company** as the case may be.

**Reasonable Precautions**

The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with statutory obligations.

**Excess**

The insured shall bear the first 0.026%% of each and every claim in respect of bodily injury.

**Limits**

The liability of the Company under this Policy during any one period of Indemnity shall not exceed 10 % the total Sum Insured in respect of any one claim.

In the event of the insured event involving indemnity to more than one person any limitation by the terms of this Policy and or of any endorsement hereon of the amount of any indemnity shall apply to the aggregate amount to all persons indemnified.

**Protections Warranty**

The **Company** shall not be liable under this **Policy** for any loss or damage arising whilst the premises are closed against customers or callers or are left without a responsible adult therein (If the **Policy** provides for them to be so left) unless at such time all fastenings and protection existing on the premises are in full and effective operation

It is a condition precedent to liability that there is adequate security at the premises.

## SCHEDULE

Policy No: SLIC/..

<b>The Insured:</b> <b>Address:</b> <b>Occupation:</b>		
<b>The Period Of Insurance</b>		<b>Renewal Date</b>
From: _____ To: _____		
<b>First Premium</b>	<b>ANNUAL PREMIUM</b>	<b>SUM INSURED</b>

<p><b>Insurance Cover:</b></p> <p><b><u>Employees Covered:</u></b></p> <p><b>Total Sum Insured</b></p> <p><b><u>Endorsement</u></b></p> <p><b>Memo.</b></p>	<p><b>Sum Insured</b></p>
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In witnessed whereof the signature of the Managing Director of the said Company has been hereunto affixed and this Policy countersigned by one of its authorized Official this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Countersigned.....

General Manager:.....

Examined .....

