

HEAD OFFICE

Leadway Assurance House
NN 28/29, Constitution Road,
P. O. Box 458, Kaduna.

CORPORATE OFFICE

Leadway Assurance House
121/123, Western Avenue,
Iponri, Surulere, Lagos.
P.O. BOX 6437 MARINA, LAGOS
PHONE: (01) 2700700
FAX: (01) 2700800

EMPLOYERS LIABILITY INSURANCE**POLICY NUMBER: EL/XX/XXXXXXXX/LA**

Whereas the Insured carrying on the Business described in the schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the company for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

Now this policy witnesseth that, subject to the terms exceptions and conditions contained herein or endorsed hereon (All of which are herein after collectively referred to as the "Terms" of this policy) the Company shall indemnify the Insured in respect of their operations for their Ultimate Net Loss by reason of liability imposed upon the insured for damages, costs and legal expenses which the insured neither intended nor expected nor reasonably should have expected resulting from an accident arising out of and in course of employment.

PROVIDED ALWAYS that in the event of any claim, the liability of the Company shall not exceed the limit of liability specified on the schedule of this policy.

"Ultimate Net Loss" shall mean the amount the insured is obligated to pay, by judgement or settlement, as damages resulting from a claim in lieu of statutory compensation under the Employee Compensation Act 2010, including defence expenses in respect of such claim.

EXCEPTIONS

The Company shall not be liable under this policy in respect of

- (a) any injury by accident or disease directly attributable to war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power;
- (b) the Insured's liability to employees of contractors to the Insured
- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such Party

- (f) any injury by accident or disease sustained outside the Geographical Area but this exclusion shall not apply to employees temporarily working elsewhere for the Insured in the same line of business provided that the contract of service was entered into in Nigeria and with prior consent of the Company.
- (g) Any indemnity in respect of liability for which compulsory motor insurance or security is required under the Motor Vehicle (Third Party Insurance) Act 1945.
- (h) Any liability of whatever nature in connection with ,directly or indirectly caused or contributed to by or arising from asbestos, asbestos products in whatever form or quantity; Byssinosis;; Bagassosis; Abacuses, Pneumoconiosis
- (i) Any fines or penalties levied against the Insured
- (j) Any act of terrorism or any action taken in controlling , preventing, suppressing or in any way relating to any act of terrorism
- (k) Any claim directly or indirectly caused by or contributed to, by or arising from any nuclear fuel, or from nuclear waste or combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
- (l) Any claim for damages for bodily injury or disease sustained
I. on any offshore installation or accommodation vessel for any offshore installation or
II. in transit to or between any offshore installation or accommodation vessel for any offshore installation.
- (m) Any liability arising out of any litigation or any circumstance or injury in existence at the commencement of the period of insurance.

CONDITIONS

1. **INTERPRETATION:** This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or of the schedule shall bear such specific meaning wherever it may appear.
2. **OBSERVATION:** The due observance and fulfilment of the terms conditions and endorsements of this policy 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 shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. **NOTICE:** Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
4. **PRECAUTIONS:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

5. **JURISDICTION:** This policy is subject to the Laws of the Federal Republic of Nigeria. Therefore, Compensation for damages in respect of judgments delivered or obtained in the first instance in a court of competent jurisdiction outside Nigeria is not recoverable under this policy.
6. **5. CLAIMS:** In the event of any occurrence which may give rise to a claim under this policy the insured shall immediately give notice thereof to the Company with full particulars of circumstances of the loss. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest, or fatal inquiry in connection with any such occurrence as aforesaid.
7. **ADMISSION:** No admission offer promise or payment shall be made by or on behalf of the insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit 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.
8. **OTHER INSURANCE:** Where the insured is, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance or compensation policy in respect of any damages which would otherwise have been indemnifiable in whole or in part by the insurer of this policy, there shall be no contribution or participation by the insurers of this policy on the basis of any deficiency, concurrent or double insurance for such damages or that part of such damages for which the insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the insured is actually indemnified by such other insurance.
9. **SUBROGATION:** The Company shall be entitled to use the name of the Insured in any proceedings to enforce any order made for costs or otherwise and shall have the right of subrogation in respect of all rights which the Insured may have against any person who may have caused the personal injury covered under this policy. The Insured shall do everything necessary to secure and preserve such rights including executing any necessary documents for the purpose of vesting such rights to the Company. Any monies recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of that claim (including related costs and expenses) and the remaining monies shall become the property of the Insured.
10. **ASSIGNMENT** The Company shall not be affected by notice of any trust charge, lien, assignment, or other dealing with this policy and the receipt of the insured or of his personal representatives for any compensation hereunder shall in all cases be an effectual discharge to the Company.
11. **PREMIUM ADJUSTMENT:** The first premium and all renewal premiums that maybe accepted are to be regulated by the amount of wages/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 any period of Insurance within one month from the expiry date of such period of Insurance. If the amount so paid shall 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 subject to the Company retaining the minimum premium of 75% of the provisional premium.

No claim shall be payable under this policy until all outstanding declarations on the policy are made and resultant additional premiums paid.

- 12. . CANCELLATION:** The Company may cancel the policy by giving thirty (30) days written notice to the Insured at their last known address , in which event the Company shall return to the Insured a proportionate part of the premium corresponding to the unexpired term of the policy. The Insured may also cancel the policy by giving thirty (30) days written notice to the Company at their last registered address in which event, the Company shall return to the Insured on demand a proportionate part of the premium corresponding to the unexpired term of the policy calculated at the Company's short period rate. No refund shall be made if a claim has been lodged on the policy during the period of insurance
- 13. 10. ARBITRATION:** if any difference or dispute of any kind whatsoever shall arise between the Insured and the Company in respect of this policy, or in respect of any claim or liability arising or alleged to have risen hereunder or otherwise directly or indirectly, the same shall be referred to the decision of two Arbitrators, one to be chosen by the Insured and the other by the Company with the power to the said Arbitrators to appoint an Umpire. The cost of Arbitration shall be at the discretion of the Arbitrators or Umpire who shall also have the power to take evidence and compel production or exhibition of documents. The Awards under the Arbitration shall be final and binding upon the Parties. 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

**ENDORSEMENT ATTACHING TO AND FORMING PART OF POLICY NUMBER
EL/12/XXXXXXXXX IN THE NAME OF ABC**

MEMO 1: NO PREMIUM NO COVER

It is hereby declared and agreed that cover provided under this policy is not operative until premium due on the Policy is paid

It is further agreed that this memorandum forms an integral and irrevocable part of this policy of insurance and any written endorsements that may be admitted on the policy from time to time as may be necessary.

MEMO 2: EMPLOYMENT CLAUSE

It is hereby declared and agreed that if this Policy is issued on Un-named Basis, it is a condition precedent to liability that in the event of any claim arising under the Policy, the Insured shall produce satisfactory evidence of employment and or engagement of such employees in respect of whom the claim is registered.

MEMO 3: JURISDICTION CLAUSE

This policy is subject to the Laws of the Federal Republic of Nigeria. Therefore, Compensation for damages in respect of judgments delivered or obtained in any Court outside Nigeria is not recoverable under the policy

MEMO 4: AGGREGATE LIMIT OF LIABILITY PER CONVEYANCE

It is hereby declared and agreed that the aggregate amount of compensation payable by the Company in respect of any one Insured Person or a number of Insured Persons travelling as a group in a single Vehicle or Aircraft or any other mode of conveyance without the consent of the Company shall not exceed the sum of ₦0.00.

MEMO 5: AMATEUR FOOTBALLING

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this policy is extended to cover the employees whilst they are in "Training for and participating in Amateur football tournament" or practice sessions

MEMO 6: LONG TERM AGREEMENT

A discount of 7.5 per cent off the net premiums on this policy will be allowed in consideration of the Insured having signed an undertaking with effect from the undernoted date to offer annually for the undernoted term the insurance under this policy on the terms and conditions in force at the expiry of each period of Insurance and to pay the premium annually in advance it being understood that:-

- (i) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking.

- (ii) the sum insured may be reduced or increased at any time to correspond with any reduction or increase in value.
- (iii) in exercising its option as set forth in Condition 10 of the policy the Company will adjust the premiums for that current period of Insurance taking into consideration the amount of discount that may have been allowed to the Insured up to the date of cancellation and
- (iv) the above mentioned undertaking applies to any Policy or policies which may be issued by the Company in substitution for this policy and the same discount of 7.5 per cent shall be allowed for the net premium on the corresponding items of any substituted policy or policies issued by the Company aforesaid.

Effective date of undertaking:

Term of Agreement: 5 Years

DRAFT

SCHEDULE

BRANCH: **CORPORATE OFFICE**

Policy No.: EL/12/**XXXXXXXXXXXX**

AGENCY: XXXXX		
COMPANY: LEADWAY ASSURANCE COMPANY LIMITED		
Insured's Name : ABC		
Address: XXXXX		
Business XXXXX		
Period of Insurance: (a) From: JAN XXXX to: DEC XXXXXXXX (both dates inclusive) Any subsequent period for which the insured shall pay and the Company shall agree to accept a new premium ₦ 0.00		
Limit of liability anyone person	N 0.00	Geographical Area NIGERIA
Aggregate limit anyone occurrence	N 0.00	
Aggregate limit anyone year	N 0.00	
Premium: Subject to adjustment in the terms of Condition 8		
The estimated amount of wages salaries and other Earnings on which premium is based. ₦ 0.00		
NUMBER OF EMPLOYEES PER CATEGORY	JOB DESCRIPTION/SPECIFICATION	ESTIMATED ANNUAL EARNINGS (N) PER CATEGORY
XXXXX	XXXX	₦ 0.00

DATED this **xxx day** of November, **xxx**

Countersigned.....

On behalf of the Company
Manager