

|  |  |
| --- | --- |
| **IMPORTANT** | |
| This Policy is incomplete without the Schedule bearing the same policy number as above and all endorsements.  This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.  Every change affecting the risks Insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be in effect.  The policy is not transferable from the insured to any other person until the Company’s written consent has been obtained. | |
|  | |
|  | |
|  | |
| **EMPLOYER LIABILITY POLICY** | |
| **POLICY NO** | **{POLICYNO}** |
| **INSURED** | **{INSUREDNAME}** |
| **NAICOM UID:** | **{NAICOMUID}** |
| In the event of any loss or damage notice should be given **IMMEDIATELY** to: | |
| **CORNERSTONE INSURANCE PLC**  **Block D Plot 21, Water Corporation Drive, Oniru Extension, P.O.BOX 75370 (off Ligali Ayorinde Street) Victoria Island, Lagos.** | |
| Followed by such further steps as are required by the Conditions of this policy. | |

**EMPLOYERS LIABILITY INSURANCE**

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

1. 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

(c) any liability of the Insured which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.

(d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such Party.

(e) 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.

(f) Any indemnity in respect of liability for which compulsory motor insurance or security is

required under the Motor Vehicle (Third Party Insurance) Act 1945.

1. 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

1. Any fines or penalties levied against the Insured
2. Any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
3. 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.
4. Any claim for damages for bodily injury or disease sustained
5. on any offshore installation or accommodation vessel for any offshore installation or
6. in transit to or between any offshore installation or accommodation vessel for any offshore installation.
7. 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. **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: T**he 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.

1. **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
2. **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

**SCHEDULE**

|  |  |
| --- | --- |
| BRANCH:      **{BRANCH}** | |
| POLICY NO:  **{POLICYNO}** | |
| COMPANY**:   CORNERSTONE INSURANCE PLC** | |
| INSURED NAME :    {INSUREDNAME}  ADDRESS**:     {INSADDRESS}**  BUSINESS:    {Occupation} | |
| PERIOD OF INSURANCE:  (a)   FROM:**{StartDate} ,**  TO**: {EndDate}**   (both dates inclusive)  (b) Any subsequent period for which the insured shall pay and the Company shall agree to accept a new premium | |
| Limit of liability anyone person         N{LimitAnyone}  Aggregate limit anyone occurrence N{AggregateLimit}  Aggregate limit anyone year            N{AggregateLimit} | Geographical area  {TerritorialLimit} |
| Premium:  ~~N~~ {BasicPremium} | |
| NUMBER OF EMPLOYEES       {NoEmployees} | |
| DATED this  Day {StartDate} | |
| On behalf of the Company  Countersigned...............................................................................Manager | |

**{Signature}**

**For: CORNERSTONE INSURANCE PLC**

**SPECIFICATION ATTACHING TO AND FORMING PART OF EMPLOYER LIABILITY POLICY NUMBER {POLICYNO} IN THE NAME OF {INSUREDNAME}**

{ListTable}

**MEMORANDA ATTACHING TO AND FORMING PART OF EMPLOYER LIABILITY POLICY NUMBER {POLICYNO} IN THE NAME OF {INSUREDNAME}**{ListTable2}

**COMPLAINTS PROCEDURE**

We always aim to meet and exceed your expectation as our well-cherished customer. However, if you are not satisfied with our service, you may lodge your complaints to us in writing through your Broker/Agent or directly {if there is no Broker/Agent} to:

The Group Head, Customer Experience Group,

Customer Services Department

CORNERSTONE INSURANCE PLC

Block D Plot 21, Water Corporation Drive,

Oniru Extension, P.O.BOX 75370

(off Ligali Ayorinde Street)

Victoria Island, Lagos.

Contact Customer Service on:

* Telephone No: 0700 Cornerstone (0700 26763778663)
* Email: [enquiries@Cornerstone.com.ng](mailto:enquiries@Cornerstone.com.ng)

**Information to be provided with the complaint**

Name, address, contact details, and description of the complaint.

**How complaints are handled.**

* Once a complaint is received, the Customer Services Team shall acknowledge receipt of the complaint within 2 days.
* All complaints will be resolved within 3 working days.
* For exceptional cases where a complaint takes a longer time to be resolved, the Customer Services Team will keep the complainant informed of the status on a regular basis.
* In the event of an inability to resolve the complaints, the Complaint Co-Ordinator will ensure compliance with the Arbitration clause spelled out in the policy document.

**The following other options are available for the client/complainant in case the resolution is not satisfactory:**

Arbitration Committee of the Nigerian Insurers Association [NIA] at no extra cost to you.

Address: No 42, Saka Tinubu Street, Victoria Island, Lagos.

Telephone Number: 08029908531

E-mail - [info@nigeriainsurers.org](mailto:info@nigeriainsurers.org)

The Complaint Bureau of the National Commission

Address: Plot 1239, Ladoke Akintola Boulevard

Garki II, PMB 457 Garki

Abuja, Nigeria

Telephone Number: +**234 (09) 875-6021**

E-mail: [contact@naicom.gov.ng](mailto:contact@naicom.gov.ng).

Where the above processes fail to produce the desired result, customers have the right to the competent court of Jurisdiction as the final arbiter.

Thank you for choosing Cornerstone Insurance Plc as your preferred Insurance Company.