



EMPLOYER'S LIABILITY (COMMON LAW) POLICY

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WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance (hereinafter called "The Business") by a proposal shall be the basis of this contract and is deemed to be incorporated herein has applied to **JUBILEE ALLIANZ GENERAL INSURANCE CO LIMITED** (hereinafter called "The Company") for the insurance hereinafter contained and has paid the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH 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 the Business and directly related to negligence or breach of common law or statutory duty by the Employer.

THE COMPANY WILL subject to the Jurisdiction Clause and the other Terms, Exceptions and Conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) indemnify the Insured against legal liability under common law for damages and claimant's costs and expenses of litigation and will in addition pay all costs and expenses incurred by the Insured with the Company's written consent.

PROVIDED ALWAYS that the liability of the Company for compensation payable to any claimant or any number of claimants in respect of or arising of one occurrence or more than one occurrence attributable to one source or original cause shall not exceed the limit of liability stated in the Schedule hereto.

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.

Authorized Officer

Date

JURISDICTION CLAUSE

The indemnity provided by this Policy shall apply only in respect of judgements which are in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Uganda.

EXCEPTIONS

The Company shall not be liable in respect of:

- a) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any legislation providing for workmen's compensation.
- 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.
- f) any injury by accident or disease attributable to war, invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
- g)
 - i) Pneumoconiosis.
 - ii) Asbestosis.
 - iii) Silicosis.
 - iv) Byssinosis.
- h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) nuclear weapons material.
 - ii) ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- i) any injury caused or contributed to directly or indirectly by the deliberate or wilful act of the Insured.
- j) injury or disease caused by goods supplied or remedial treatment.
- k) liability in respect of injury loss or damage caused by or through or in connection with the ownership or possession or use by or on behalf of the Insured of any vehicle (or machine) which is insured for the benefit of the Insured under any form of Motor Vehicle Insurance Policy.

CONDITIONS

Specific Meanings of Words

1. 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 this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Conditions Precedent to Company's Liability

2. The due observance and fulfillment 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 shall be Conditions precedent to any liability of the Company to make any payment under this Policy.

Notices and Communication

3. Every notice or communication to be given or made under this Policy shall be delivered in writing to an office of the Company.

Requirement of Insured to take Reasonable Precautions and Observe Statutory Obligations

4. The Insured shall take all reasonable and proper precautions to prevent accidents and disease and shall comply with all statutory obligations in the conduct of the Business.

Notification of all Possible Occurrences and Co-operation by Insured

5. 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. 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 injury in connection with any such occurrence.

Requirement of Insured not to Admit Liability

6. 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 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.

Double Insurance

7. If at the time any 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 rateable proportion of any such claim and costs and expenses in connection therewith.

Duties on Insured Concerning the Risks Insured

8. The Insured shall at all times take reasonable and proper care in the selection and employment of steady, sober and competent employees. The Insured shall give to the Company immediate notice of all or any substantial alterations which materially affect the risk covered by this Policy in the conduct of the business or the premises, ways, works, machinery or plant of the Insured in connection therewith and on the happening of any event that may give rise to any claim under this Policy will retain unaltered and unrepaired any machinery plant appliances or things in any way causing or connected with such event for such time as the Company may reasonably require.

Company's Liability under this Policy

9. In connection with any claim or claims against the Insured arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause the Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

Rights of Subrogation

10. The Company shall be entitled to take proceedings for

its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy. The Insured shall give the Company all such assistance as it may require in connection with such proceedings.

Premium Conditions & Wages Declarations by the Insured

11. 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 and 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 duly certified by the Insured's then auditors within three months 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 premiums shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be but such refund by the Company shall at no time exceed fifty per cent of the deposit premium charged at inception or renewal of the insurance.

The Company will not be bound by any premium receipt unless given on their printed official form. In all cases where this Policy is void or the benefit hereunder is forfeited the premiums paid in respect hereof will be retained by the Company.

The Insured shall supply a fresh declaration of wages at the commencement of each Period of Insurance.

Alteration of Policy

12. No alteration in the terms of this Policy and no endorsements hereon or additions hereto shall be valid unless they are made and signed at an Office of the Company.

Cancellation of Policy

13. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with condition 11 above.

14(a) Arbitration of Disputes under this Policy

Any dispute/complaint between the parties to the insurance may first be resolved amicably between the parties without the intervention of a third party and /or the dispute/complaint may be escalated to the **Insurance Regulatory Authority of Uganda** or Ombudsman in accordance with the Insurance Act and Regulations before resorting to other mediation, arbitration, litigation or any other form of dispute resolution.

- 14.(b) All differences 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 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 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.

WARRANTIES

WARRANTED that the employees now work and will continue to work in the geographical area as specified in the Policy Schedules during the whole period of this Policy.

ADDITIONAL CLAUSES APPLICABLE TO THIS POLICY.

CYBER EVENT EXCLUSION (ABSOLUTE)

It is hereby understood and agreed that:

This (re)insurance contract does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any **Cyber Event**.

For the purposes of this endorsement:

Cyber Event means any actual, alleged or suspected:

- (a) damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or
- (b) unauthorized access to or use of any personal information / personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or
- (c) non-physical and technological failure of the **Company's Computer System**, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or
- (d) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **Company's Computer System**. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or
- (e) interruption of the insured company's business caused by an accidental, unintentional or negligent act, error or omission of the insured person in the operation or maintenance of the **Company's Computer System** which causes total or partial unavailability of the **Company's Computer System**; and/or
- (f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of **Cyber Event** definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the insured company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.

All other terms, conditions, provisions, exclusions and limitations of this (re)insurance contract otherwise remain unchanged

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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 contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 to pull 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 related to any act of terrorism.

If the Insurers 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 the Insured.

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

POLLUTION AND CONTAMINATION EXCLUSION

Any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against (1)
- Any peril insured against which itself results from a pollution or contamination
- Any liability in connection with disposed or dumped waste materials or substances may not be covered.

SANCTIONS CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Contract Certainty

Please read the terms of this policy document carefully. If you find that the terms of the policy do not meet your requirements, please return the policy document to your broker or the Company with your comments for the necessary rectification. If the policy meets your requirements, please sign and return a copy of the

signed schedule of this policy to your broker or the company within 30 days of the date when the policy was sent to you.

If the Company does not receive a signed copy of the signed policy document or does not otherwise hear from you within 30 days of sending you this policy, subject to receipt of the premiums payable under the policy, you will be deemed to have read and accepted the policy on the terms, conditions and limitations contained herein and will accordingly be bound by them