

Employers Liability Policy

Insurance Product Information Document

GasamMamo Insurance Limited is authorised under the Insurance Business Act and Regulated by the Malta Financial Services Authority.



Company: GasamMamo Insurance Ltd

Product: Employers Liability Policy

This is a summary of our insurance policy. You will find all the terms and conditions, along with other important information in the policy document.

What is this type of insurance?

The Employers Liability Policy provides indemnity if any employee in the Insured's immediate service shall sustain bodily injury by accident or disease arising out of and in the course of his/her employment by the Insured.



What is insured?

- ✓ If any employee in the Insured's immediate service sustains bodily injury by accident or disease caused during the period of insurance and arising out of and in the course of his/her employment by the Insured in the Business, subject to the exceptions and conditions of this policy, indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury.



What is not insured?

General & Main Exclusions only

- ✗ The Insured's liability to employees of contractors to the Insured.
- ✗ Any sum which the Insured would have been entitled to recover from any party for an agreement between the Insured and such party.
- ✗ Any injury by accident or disease sustained outside the geographical area.
- ✗ Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
- ✗ Penalty clauses or fines or punitive or exemplary or aggravated damages.
- ✗ All claims for losses relating to actual or probable casual elements and connected illnesses in the area of transmissible spongiform encephalopathy (TSE).
- ✗ Loss, damage, liability, claim, cost or expense arising out of and in connection with any loss of use, functionality, repair, restoration or reproduction of any data.
- ✗ Liability, loss, cost or expense caused by or in connection with nuclear reaction, radiation or radioactive contamination.
- ✗ Loss, damage, cost or expense directly or indirectly caused by or resulting with an act of terrorism.
- ✗ Loss or damage directly or indirectly caused by or in consequence of war or war-like operations.
- ✗ Loss, liability, damage, compensation, injury, sickness, disease, death, cost or expense in connection with a Communicable Disease.
- ✗ Injury, diseases, loss or damage directly or indirectly caused by pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident.
- ✗ Any actual or alleged liability for any claim or claims in respect of losses directly or indirectly arising out of or in any way involving asbestos, or any materials containing asbestos.
- ✗ Payment of any claim or provision of such benefit that would expose the company to any sanction, prohibition, or restriction under United Nations resolutions, European or any of its member states, the United Kingdom or the United States of America, or any of its states.
- ✗ Any other exclusion or limitation shown in the policy document.



Are there any restrictions on cover?

- ! Certain limitations may apply to your policy, for example:
- The excess (the amount you must pay on any claim).
 - The Monetary limit of Indemnity agreed under the policy, and/or
 - The Geographical area noted in the policy.
 - The Jurisdiction Clause under the policy.
 - Clauses that exclude certain types of loss or damage.



Where am I covered?

- ✓ The specified address(es) noted in the policy schedule. If specifically endorsed under the policy, cover may also be extended elsewhere than the place or places mentioned in the schedule in respect of collections and deliveries, within the geographical area.



What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask – whether you are taking out, renewing, or making changes to your policy.
- Please tell us immediately if the information set out in the proposal form or in your policy schedule changes.
- You must observe and fulfil the terms, provisions, conditions, and clauses of this policy – failure to do so could affect your cover.
- You must tell us about any event which might lead to a claim as soon as possible, after the occurrence of any accident with full particulars.
- For full details of your obligations, please see the 'Conditions' section of the policy document.



When and how do I pay?

You may pay your premium by credit/debit card, by internet banking, in cash or by cheque. The premium is paid annually.



When does cover start and end?

From the start date (shown on your schedule) for twelve (12) months.



How do I cancel the contract?

You can cancel the policy by writing to us. You may be entitled to a refund of your premium as long as no claim has been made during the current period of insurance.