

# Employers' Liability Insurance

## Insurance Product Information Document

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**MAPFRE**  
**MIDDLESEA**

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. MAPFRE Middlesea p.l.c. is regulated by the MFSA.

This document is designed to provide you with a generic overview of the main features and benefits of this insurance policy. Due to its nature, it is not personalised to your individual needs. Complete pre-contractual and contractual information can be found in your quotation and the policy documentation, which is available upon request.

### What is this type of insurance?

This insurance policy provides cover against your legal responsibility towards your employees for injury, illness or disease arising out of their employment.



#### What is insured?

- ✓ Your liability at law to pay compensation including costs and expenses to employees following an occupational related injury



#### What is not insured?

This represents a non-exhaustive selection of some of the policy exclusions.

- ✗ 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 but for an agreement between the Insured and such party.
- ✗ Any injury by accident or disease sustained outside the Geographical Area specified in the schedule.
- ✗ Any liability of the Insured to pay compensation to an employee or to the legal personal representative or dependants of an employee by virtue of any workmen's compensation law;
- ✗ Any persons employed in the manufacture, storage, filling, breaking down, transport of:
  - Fireworks, ammunition, fuses, cartridges, gunpowder, nitro glycerine or any explosive unless purely incidental to the main operations of the Insured.
  - Gases and/or air under pressure in container other than butane and the like in low pressure containers.
  - Sub aqueous work.
- ✗ Underground work.
- ✗ The Insured's liability within the terms of any collective agreement or of any legal notice issued under the Conditions of Employment and Industrial Relations Act 2002 (Cap. 452) for payment of wages during leave to employees in respect of injuries occurring during the actual discharge of their duty.



#### What is not insured?

- ✗ Asbestos related losses.
- ✗ Any liability for consequential, financial or economic loss unless this is as a direct result of loss or physical damage to material property or bodily injury (including death, disease or illness) to any person.
- ✗ Pandemics, epidemics and communicable diseases.
- ✗ Offshore risks.



#### Are there any restrictions on cover?

- ! An Excess (deductible) as shown in your insurance schedule, being the part of a claim you are responsible for may apply.
- ! Damages are only paid up to the limits shown in the schedule.
- ! This Policy will be void in the event of misrepresentation, misdescription or non-disclosure in any way and if any false or fraudulent claim is made.
- ! If you purchased another insurance policy covering the same risk, we will only pay our rateable proportion of the claim
- ! Your cover may contain other restrictions, please refer to your policy document.



#### Where am I covered?

- ✓ Within the territorial limits described in the policy schedule.
- ✓ This policy applies in accordance with Maltese Jurisdiction.
- ✓ The MAPFRE Middlesea plc policy is a Maltese contract and is governed by Maltese Law.



## What are my obligations?

- The answers in any proposal and declaration for this insurance or any information you have provided must be true and complete as far as you know. This obligation will continue to apply throughout the currency of the policy including at renewal stage.
- All changes in any of the declared facts, including any changes in your criminal record as well as any changes in the property insured are to be communicated to us without delay as the contract could become void and claims refused if we are not notified of these changes.
- You must immediately notify us and submit a completed claim form along with the necessary reports and claim amounts in the event of any claim.
- You must take all reasonable precautions to prevent accidents, injury and disease and take all reasonable steps to observe and comply with all statutory or local authority obligations and requirements.



## When and how do I pay?

- You must promptly pay the insurance premium as soon as it is due.
- You may settle your premium by debit/credit card, by cheque, via internet banking or in cash.
- Your premium may be subject to an adjustment on expiry, based on the declared actual annual wage roll against the estimation provided at the start of the policy



## When does the cover start and end?

The contract will commence from the start date and cease on the expiry date shown in the policy schedule unless cancelled before.



## How do I cancel the contract?

- You may cancel the contract (cover) at any time and a return premium will be given to you unless a claim has been made during the current period of insurance.
- We may cancel this policy by sending you a registered letter giving you 7 days' notice to your last known address and will refund the appropriate proportion of your premium worked out on a pro-rata basis from the date of our letter as long as no claim has been lodged during the current policy period.
- We may also cancel the policy immediately at our discretion and without notice if you do not pay the premium. You will not get a refund for any part payments already made.