

**IMPORTANT NOTICE**

Upon the occurrence of any accident or loss or in the event of any claim, 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.

The Insured will materially aid the Company by insisting that the driver of the vehicle

(a) **obtains the names and addresses of competent witnesses.**

(b) **submits a full account of the accident.**

No admission of liability, offer or promise of payment should be made either by the Insured or by any person on his behalf without the written consent of the Company.

**PRIVATE MOTOR AUTO-COMPACT POLICY**

**POLICY NO:                      {POLICYNO}**

**NAME:                               {INSUREDNAME}**

**NAICOM UID:   {NAICOMUID}**

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 of effect. The Policy is not transferable from the Insured to any other person until the Company's written consent has been obtained.

1. **DEFINITION**

Certain words appearing in your Motor Policy Wording, **Schedule of Insurance** or **Certificate of Motor Insurance** have been defined and they will have the same meaning wherever they are shown in **bold**.

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| **Word or Expression** | **Definition** |
| Accessories | Additional or supplementary parts of the car not directly related to its function as a vehicle, whilst in or on the car or held in a locked private garage. Accessories do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment. |
| Certificate of Motor Insurance | This is a document that summarizes the detail of the vehicle/ risk and must be produced anytime when any authorized law enforcement agent demand for it. Also as an evidence of the existence of motor insurance as required by the Road Traffic Acts. |
| Policy Excess(es) | The excess is the amount you must pay towards any claim, this can be either compulsory or voluntary excess or both as the case maybe. |
| Insurer | This refers to Cornerstone Insurance Plc that covers you and whose name is specified in the Certificate of Motor Insurance. |
| Market value | The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened. |
| Period of insurance | This is a period of time within which insurance protection is granted. It encompasses the time between the exact hour and date of policy inception and hour and date of expiration. |
| Policy | It is a formal contract document that states detailed information about the terms and conditions such as scope of cover, duration of cover, premium payable, policy excess etc.  It serves as a legal evidence of the insurance agreement between both parties. |
| Authorized driver | Any other person with a valid driver’s licence driving on the policyholder’s order or with his/her permission. |
| Risk address | The address where the caris normally kept overnight. |
| Third Party Motor Insurance Act | Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle. In the Nigeria this is the Third Party Motor Insurance Act 1945(Nigeria) and other subsequent amendments there to or successors thereof. |
| Schedule of Insurance | This is a section that shows details that relates to the risk such as the make of the vehicle, registration of the vehicle, Premium due and applicable policy excess etc. |
| Territorial limits | Within Nigeria |
| The car(s) | The vehicle specified in the Certificate of Motor Insurance by registration number. |
| Third party | Any person who makes a claim against insured under this policy. |
| You/Your/Policyholder | The person named as the policyholder on your Schedule of Insurance. |
| Under age driver | A person under the age of 18 at the time of an event whom is not of the legal age to own a driver’s license |

**PRIVATE MOTOR-AUTO COMPACT**

In consideration of the premium paid by you, we will provide insurance in respect of accident, death, injury, loss or damage arising out of the use of your car.

**SECTION 1 - LOSS OR DAMAGE**

1. The Company will indemnify you against loss of or damage to the Motor Car and/

or its radio, security device, dashboard caused by: -

(a) Fire, and theft only.

2. The Company shall not be liable to pay for consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns failures or breakages or willful damage by you or any member of your household.

3. The Company will pay you the cost of towing the vehicle from the scene of the accident, subject to a limit of **=N= 12,500.00** only if it is caused by fire or attempted theft to the insured vehicle

**SECTION 2 - LIABILITY TO THIRD PARTIES**

**Sub-section 1**

**Indemnity to**

**Policyholder**

(a) Subject to the Limit of Liability, the company will indemnify you in respect of legal liability you incur for death of or bodily injury to any person including passengers or accidental damage to property arising out of the use or caused by: -

(i) (ii)

Your car

Any other car, which your certificate of insurance permits you to drive.

(b) The company will in addition pay in respect of any event which may be the subject of indemnity under this section: -

(i)

Solicitors’ fees for representation at any coroner’s inquest or fatal inquiry or court of summary jurisdiction;

(ii)

Costs and expenses incurred with their (the company) written consent.

**Sub-section 2**

**Indemnity to Other**

**persons**

The Company will indemnify you against all costs and expenses in respect of death, bodily injury, or damage to property for which you are legally liable if there is an accident involving: -

(a)

(b)

Any person driving your car with your permission provided such a person is permitted to do so by your certificate of motor insurance

The personal representatives of the insured in the event of his or her death and in respect of liability incurred by such deceased person.

**Limit of Liability**

**Under**

The Company’s liability in respect of: -

(a)

(b)

death of or bodily injury to any person arising out **Section 2** of the use or caused by your car is up to a maximum of N**60,000,000.00.**

Damage to property for which you are legally liable arising out of the use or caused by your car is **=N=1,000,000.00.**

**Exceptions to**

**Section2**

The Company shall not be liable to indemnify you:-

(a)

(b)

If the person driving your car does not hold a licence to drive such vehicle and is disqualified from obtaining or holding such licence;

In respect of death of or bodily injury to any person arising out of and in the course of such person’s employment.

(c)

For damage to any vehicle, or property owned by or in the care or custody of the insured or any member of the insured's household.

**SECTION 3 – ADDITIONAL BENEFITS**

**A Personal Accident** The company will pay compensation to you, your wife or any other non-paying passenger in your car in respect of any accident which results in death or permanent disability within three months of the accident while in or getting into or out of the Insured car up to a limit of **=N=100,000.00.**

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Legislation specified in the Schedule.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

**APPLICATION OF LIMITS OF INDEMNITY**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or any endorsement hereon of the amount of any indemnity shall apply to the aggregate, amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

**GENERAL EXCEPTIONS**

**The Company shall not be liable under this Policy in respect of: -**

(1) Any accident, injury, loss or damage and liability caused sustained or incurred outside Nigeria.

(2) Any accident, loss or damage to any property or any loss or expense resulting from any consequential loss.

(3) Loss or damage to the insured vehicle other than fire or theft.

(4) This policy does not cover any theft occasioned by the staff of the insured, or any member of the insured’s family or any person permanently residing with him. The policy also does not cover a theft where any of the above-mentioned people is implicated.

The Company shall not be liable except under Section II-I(a) of this Policy in respect of any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether before or after declaration of war) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

**CONDITIONS**

1. The Company may at its own option repair reinstate or replace the Motor Car, its part and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Insured's estimate of the value of the motor Vehicle (including radio, security devices) as specified in the Schedule or the value of the Motor Vehicle (including radio, security devices thereon) at the time of the loss or damage whichever is the less.
2. Every change in the circumstances affecting the risks insured or the Insured's interest in any vehicle described in the Schedule hereto shall be immediately notified to the Company in writing. No transfer of interest in this Policy shall be valid until the company shall have agreed thereto in writing.

3. If at the time any claim arises under this Policy and there is any other existing

insurance cover on the same loss the company shall not be liable to pay or

contribute more than its proportion of the loss.

1. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where difference is by this condition to be referred to arbitration to making of an award shall be a condition precedent to any right of action against the Company.

5. The company shall not be liable for any loss or damage whatsoever if the premium on the policy has not been paid at the time of the loss.

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**PRIVATE  MOTOR VEHICLE SCHEDULE ATTACHING TO AND FORMING PART OF PRIVATE MOTOR AUTO COMPACT POLICY NO.{POLICYNO} IN THE NAME OF {INSUREDNAME}**

|  |  |  |
| --- | --- | --- |
| THE INSURED | {INSUREDNAME} | |
| ADDRESS | {INSADDRESS} | |
| BUSINESS | {Occupation} | |
| PERIOD OF INSURANCE | [a] | FROM:{StartDate} TO:{EndDate} |
|  | [b] | Any subsequent period for which the insured shall pay and the Company shall agree to accept   a renewal premium. |
| DATE OF SIGNATURE OF PROPOSAL AND DECLARATION | {StartDate} | |
| RENEWAL DATE | {RenDate}, ANNUALLY | |
| FIRST PREMIUM | =N={ProRataPrem} | |
| ANNUAL PREMIUM | =N={BasicPremium} | |
| **Limitation as To Use**: | | |
| Use only for social domestic and pleasure purposes and for the insured's business.  The policy does not cover use for hire or reward or for racing pace-making reliability trial speed-testing or use for any purpose in connection with the motor trade. | | |
| **Driver-Any of the following:** | | |
| Any person who is driving on the Insured's order or with his permission.  Provided that the person driving is permitted in accordance with the licensing or other laws regulations to drive the motor car or has been so Permitted and is not disqualified by order of a court of law or by reason of any enactment or regulation in that behalf from driving such Motor Car. | | |
| Legislation: referred to in "Avoidance of certain terms and right of recovery"  The Motor vehicles [Third Party Insurance] Act, 1945 [Nigeria] Section 8, 9 and 10. | | |
| **Limit of liability:**    Limit of the amount of the Company's liability under Section 1- [3]    Limit of the amount of the Company's Liability under Section II- I [a]    UNLIMITED | | |
| Limit of the amount of the Company's Liability under Section II- I [b] in respect  of any one claim or series of claims arising out of one event ~~N~~1,000,000.00  Limit of the amount of the Company's Liability for Medical Expenses under Section III  in respect of any one accident **~~N~~5,000.00** | | |
| Authorised Repair Limit: **=N={RepairLimit}**    **Excess [See the attached]**    Sections of the policy to which the clause applies [See attached schedule]  Amount of the Excess [See below] | | |

**SPECIFICATION ATTACHING TO AND FORMING PART OF PRIVATE MOTOR AUTO COMPACT POLICY NO. {POLICYNO} IN THE NAME OF {INSUREDNAME}**

{ListTable}

{VehicleExcess}

**EXAMINED:**{SubmitBy} **{Signature}**

**For: Cornerstone Insurance Plc**

**MEMORANDA ATTACHING TO AND FORMING PART OF PRIVATE MOTOR AUTO COMPACT POLICY NO.{POLICYNO} IN THE NAME OF {INSUREDNAME}**

{ListTable2}

{ListTableCoinsurance}

**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)

Nigerian National Bureau, Ecowas Brown Card Scheme

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

Telephone Number: 08136943467

E-mail - [browncard.ng@gmail.com](mailto:browncard.ng@gmail.com)

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.