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| **http://40.115.36.231/CIP_logo(1)(1).png**  **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 of effect.  The policy is not transferable from the insured to any other person until the Company's written consent has been obtained.   |  |  |  | | --- | --- | --- | | **COMBINED HOUSEOWNERS AND HOUSEHOLDERS** | | | | **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. | | | | | | | | | | |
| **COMBINED HOUSEOWNERS AND HOUSEHOLDERS**  **COMPREHENSIVE POLICY** | | | | | | | |
| WHEREAS the insured, 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** | | | | | | | |
| In respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon [hereinafter collectively referred to as the Terms of this Policy] | | | | | | | |
| **SECTION I - LOSS OF OR DAMAGE TO THE BUILDINGS** | | | | | | | |
| The Company will, subject to the Limits of Liability, indemnify the Insured against loss of or damage to the Buildings caused by an Insured peril. | | | | | | | |
| The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage. | | | | | | | |
| **SECTION II - LOSS OF OR DAMAGE TO THE CONTENTS** | | | | | | | |
| The Company will, subject to the Limits of Liability, indemnify the Insured against: | | | | | | | |
| Loss of or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril. | | | | | | | |
| The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage. | | | | | | | |
| **SECTION III - ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT** | | | | | | | |
| In the event of the Buildings being rendered uninhabitable by an Insured Peril, the Company will subject to the Limits of Liability, Indemnify the Insured against: | | | | | | | |
| [i] | reasonable additional expense for alternative accommodation | | | | | | |
| [ii] | loss of rent payable to the Insured actually incurred by the insured during the period necessary for the reinstatement of the Buildings. | | | | | | |
| **SECTION IV - LIABILITY TO THE PUBLIC** | | | | | | | |
| The Company will, subject to the Limits of Liability, indemnify the insured against all sums for which the Insured may be legally liable: | | | | | | | |
| [A] | as owner of the Building | | | | | | |
| [B] | as a private householder occupying the Buildings in respect of: | | | | | | |
| [1] | accidental bodily injury [whether fatal or not] | | | | | | |
| [2] | accidental damage to property occurring in or about the Buildings during the Period of Insurance.  Provided that the Company shall not be liable in respect of: | | | | | | |
| [a] | bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured. | | | | | | |
| [b] | damage to property belonging to or in the charge of or under the control of the insured or a member of the Insured's family or household or of a person in the service of the insured. | | | | | | |
| [c] | bodily injury or damage arising out of or incidental to: | | | | | | |
|  | [i] | | the Insured's profession or business | | | | |
|  | [ii] | | the use of lifts, elevators or vehicles | | | | |
| [d] | any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement. | | | | | | |
| In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Company will pay: | | | | | | | |
| [a] | all costs and expenses recovered by any claimant from the Insured and | | | | | | |
| [b] | all costs and expenses incurred with the written consent of the Company. | | | | | | |
| In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy so far as they can apply.  For the purpose of this Section the expression "the Insured" shall be deemed to include the husband and wife of the Insured. | | | | | | | |
| **SECTION V - COMPENSATION FOR DEATH OF THE INSURED** | | | | | | | |
| If the insured whilst at the Buildings shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the insured the Company will, subject to the limits of liability, pay compensation to the Insured's personal representatives. | | | | | | | |
| **GENERAL EXCEPTIONS**    The Company shall not be liable in respect of: | | | | | | | |
| 1. | any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of: | | | | | | |
|  | [a] | | War, invasion, act of foreign enemy hostilities or warlike operations [whether war be declared or not], civil war, looting, Plundering, pillage | | | | |
|  | [b] | | mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion revolution, military or usurped power | | | | |
|  | [c] | | an Excluded Peril | | | | |
|  | in any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the insured | | | | | | |
| 2. | except as provided for under Insured Peril [3], any accident, loss, damage, expense, liability or bodily injury occasioned by or through directly or indirectly of confiscation commandeering or destruction of or damage to the Building contents by order of Government dejure or de factor | | | | | | |
| 3. | any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by: | | | | | | |
|  | [a] | | nuclear weapons material | | | | |
|  | [b] | | ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste of nuclear fuel solely.  [c] any chemical, biological, biochemical or electromagnetic weapon  [d] the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system. | | | | |
| 4. | Consequential loss or damage of any kind except as provided in Section III. | | | | | | |
| 5. Any act, including but not limited to labour disturbance, lock-out, riot or strike, which is  calculated or directed to bring about loss or damage in order to further any political aim,  objective or cause, or to bring about any social or economic change, or in protest against  any State or government, or any political or local authority, or for the purpose of imposing  fear in the public or any section thereof.  6. Livestock and all Consequential Loss resulting therefrom.  7. Computer Loss General Exclusion  This policy excludes loss or damage resulting from:  a) loss or destruction of or damage to any property whatsoever (including a computer) or a loss or expense whatsoever resulting or arising therefrom;  b) any legal liability of whatsoever nature;  c) any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.  i) To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive, or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or  ii) to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command, which caused the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or  iii) to capture, save, retain, or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes  iv) to capture, save, retain, or to process any data as a result of the  action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.  A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.  8. Transmission and Distribution Lines Exclusion  This policy does not cover any transmission and distribution lines, including wires, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.  This exclusion applies to above ground equipment which is more than 150 metres (or 500 feet) from an insured structure.  This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.  9. Asbestos Exclusion  It is hereby understood and agreed that this policy does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.  10. Communicable Disease Exclusion-LMA 5394  This policy excludes any loss, damage, liability, claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling, preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.  1. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:  1.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and  1.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and  1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of; loss of value of; marketability of or loss of use of property.  2. Notwithstandingtheforegoing,lossesdirectlycausedbyanyotherwise coveredperilundersubjectPoliciesandnototherwiseexcludedunderthis reinsurance agreement shallbecovered  **LIMITS OF LIABILITY** | | | | | | | |
|  | | | | | | Limit of the Company's Liability | |
| **Under SECTION I** | | | | | | in respect of loss or damage occurring during any one Period of Insurance the Sum insured on each item of the Buildings. | |
| **Under SECTION II** | | | | | | [a] | In respect of any one article [furniture, household appliances, radio and television sets, pianos and organs excepted] 5 per cent of the Total Sum Insured on Contents unless such article is declared and insured as a separate item of the Contents. |
|  | | | | | | [b] | In respect of Platinum, Gold and Silver Articles, Jewellery, Furs and Works of art is limited to One-Third of the sum insured under contents in the schedule unless specifically stated. |
|  | | | | | | [c] | In respect of loss or damage occurring during any one period of insurance the sum insured on each item of the contents. |
| **Under SECTION III** | | | | | | 10 per cent of the Total Sum Insured on Buildings plus 10 per cent of the Total Sum Insured on Contents. | |
| **Under SECTION IV** | | | | | | N100,000 in respect of any one claim or series of claims arising out of one event. | |
| **Under SECTION V** | | | | | | N10,000.00 | |
| **INSURED PERILS** | | | | | | | |
| 1. | **FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE.** | | | | | | |
| 2. | **EXPLOSION** | | | | | | |
| 3. | **RIOT AND STRIKE** which for the purpose of this policy shall mean: | | | | | | |
|  | [a] | | The act of any person taking part together with others in any disturbance of the public peace [whether in connection with a strike or lock-out or not] not being an Excluded Peril. | | | | |
|  | [b] | | The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance. | | | | |
|  | [c] | | The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out. | | | | |
|  | [d] | | The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence of any such act. But Excluding the first N5,000 in respect of each and every loss | | | | |
| 4. | AIRCRAFT OR OTHER AERIAL DEVICE or any article dropped there from. | | | | | | |
| 5. | BURSTING OR OVERFLOWING OF A WATER TANK, APPARATUS OR PIPE EXCLUDING | | | | | | |
|  | [a] | | under SECTION I the first N5,000 in respect of each and every loss. | | | | |
|  | [b] | | Under SECTION I loss or damage occurring while the Buildings are left unfurnished. | | | | |
|  | [c] | | Under SECTION II damage caused to such water tank, apparatus or pipe. | | | | |
| 6. | THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING into or out of a Building or any attempt thereat.  Provided that under SECTION II during any period when the Buildings are left without an inhabitant cover against Theft is suspended from the beginning of the thirty-first day of such unoccupancy. | | | | | | |
| 7. | IMPACT WITH THE BUILDINGS by any road vehicle, horse or cattle not belonging to or under the control of the Insured or any member of his family normally residing with him. | | | | | | |
| 8. | EARTHQUAKE OR VOLCANIC ERUPTION, including Flood or Overflow of the Sea occasioned thereby, EXCLUDING under SECTION I the first N50,000 of each and every loss. | | | | | | |
| 9. | HURRICANE, CYCLONE, TORNADO, OR WINDSTORM, including Flood or overflow of the Sea occasioned thereby, | | | | | | |
|  | **EXCLUDING under SECTION I** | | | | | | |
|  | [i] | | SUBSIDENCE OR LANDSLIP, and | | | | |
|  | [ii] | | the first N50,000 of each and every loss. | | | | |
| 10 | As regards SECTION II | | | | | | |
|  | [i] | | FLOOD OR OVERFLOW OF THE SEA not occasioned by Insured perils [8] or [9] above. | | | | |
|  | [ii] | | where any of the Insured's family or domestic staff or any person lawfully on the premises is concerned as principal or accessory; | | | | |
|  |  | | **EXCLUDED PERILS** | | | | |
|  |  | | [a] | | As regards Insured Perils [2] only -  ANY ACT OF ANY PERSON acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or Violence. | | |
|  |  | | [b] | | HURRICANE, CYCLONE, TORNADO OR WINDSTORM as regards any building in course of construction, reconstruction or repair [unless all outside doors, windows and other openings thereto are complete and protected against such perils], awnings, blinds, signs, external television and radio antennae, aerials aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences. | | |
| **CONDITIONS** | | | | | | | |
| 1. | | This Policy and the Schedule shall be read together and any word or expression to which specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear. | | | | | |
| 2. | | The Insured shall: | | | | | |
|  | | [a] | | use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions  to be taken for  the prevention  of   injury,  loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the insured has failed to remedy after having received notice of such defect either from the company or any person or public body and | | | |
|  | | [b] | | exercise all reasonable precautions for the maintenance and safety of the property insured under section II. | | | |
| 3. | | In the event of any happening which may give rise to a claim under this policy, the insured [or in the case of a claim under Section V the Insured's personal representative: | | | | | |
|  | | [a] | | shall give immediate notice in writing to the Company | | | |
|  | | [b] | | if there has been theft or any attempt thereat shall give immediate notice to the police. | | | |
|  | | [c] | | shall at his [or their] own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section I or II not later than thirty days after the occurrence of the loss or damage. | | | |
|  | | [d] | | If a claim may arise under Section IV, shall send to the Company any writ, summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. | | | |
|  | | [e] | | shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent. | | | |
|  | | [f] | | Shall give the Company all such information as the Company may reasonably require. | | | |
| 4. | | The Company shall be entitled: | | | | | |
|  | | [a] | | on the happening of any loss or damage for which indemnity is provided under Section I or II to enter any building where the loss or damage has happened and to take and keep possession of the property Insured and to deal with the salvage in a reasonable manner and this policy or any copy thereof certified by the Company, shall be proof of leave and licence for such purpose but no property may be abandoned to the Company. | | | |
|  | | [b] | | to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the insured, to recover compensation or secure indemnity from any third party in respect of  anything covered by this Policy | | | |
|  | | [c] | | to pay at any time to the insured the limit of Liability under Section IV or any lesser amount for which any 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 that Section in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the company in respect of the conduct of such claim or claims before the date of such payment. | | | |
| 5. | | If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this policy there shall be any other insurance against such loss, damage expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof. | | | | | |
| 6. | | If either the Buildings or the Contents shall at the time of any loss or damage for which indemnity is provided under Section I or II be of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the amount of such loss or damage accordingly and every item of the Buildings and of the Contents shall be separately subject to this Conditions. | | | | | |
| 7. | | If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefit hereunder shall be forfeited. | | | | | |
| 8. | | Unless otherwise expressly stated nothing contained herein shall give any rights against the company to any person other than the insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the company shall by endorsement declare the insurance to be continued.  The extension of the Company's liability in respect of the property of any person other than the insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the insured shall in any case absolutely discharge the Company's liability hereunder. | | | | | |
| 9. | | This Policy may be cancelled at any time at the request of the insured in writing   to the Company and the premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum   premium.  The policy may also be cancelled by the Company by seven daysnotice given in writing to the insured at his last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro rata premium. | | | | | |
| 10. | | If any difference arises as to the amount of any loss or damage, such difference   shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party.  In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to   the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.  The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators and umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators [as the case may be] by whom the arbitrator or umpire so dying was so appointed.  The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award.  It is hereby expressly stipulated and declared and it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained. | | | | | |

**SPECIFICATION ATTACHING TO AND FORMING PART OF {SUBRISK} POLICY NO. {POLICYNO} IN THE NAME OF THE {INSUREDNAME}**

{ListTable}

**MEMORANDA ATTACHING TO AND FORMING PART OF {SUBRISK} POLICY NO. {POLICYNO} IN THE NAME OF THE {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.