

**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 in effect.

The policy is not transferable from the insured to any other person until the Company’s written consent has been obtained.

**PERSONAL LIABILITY INSURANCE POLICY**

**POLICY NO**

**INSURED**

**: {POLICYNO}**

**: {INSUREDNAME}**

**NAICOM UID:  {NAICOMUID}**

In the event of any loss or damage notice should be given **I**

**MMEDIATELY** 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.

**PERSONAL LIABILITY**

**Whereas** the Insured described in the Schedule hereto has made to **CORNERSTONE INSURANCE PLC** (hereinafter called "the Company") a proposal and declaration which shall be the basis of this Contract and be held as incorporated herein.

**Now This Policy Witnesseth** that in consideration of the Insured having paid or agreed to pay to the Company the first premium mentioned in the said Schedule.

**It is hereby agreed** (subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon) that during the period of Insurance stated in the said Schedule the Company will indemnify the Insured against.

All sums which the Insured shall become legally liable to pay in respect of:

(a) Accidental bodily injury to any person (other than a person employed under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course

of such employment or a member of the family of the Insured)

(b) Accidental damage to property (other than property actually owned by the Insured or held in trust by the Insured or in his custody or control) caused through the fault or negligence of the Insured.

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 policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of the policy so far as they can apply.

**Provided always** and it is a condition of this policy that the liability of the Company for compensation in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the limit of indemnity. All litigation expenses incurred with the consent of the Company will be paid in addition to the liability of the company for compensation.

**EXCEPTIONS**

This policy does not cover any consequential loss on the part of this Insured nor any liability arising directly or indirectly through War, Invasion, Act of Foreign enemy, Hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection or Military or Usurped power.

Furthermore, unless otherwise specially provided for this policy does not cover any liability directly or indirectly through:-

(a) The ownership or possession of or use under the control of the insured of pedal-driven, horse-drawn or power-driven vehicles, aircraft or vessels;

(b) The ownership or occupation of land or buildings;

(c) The carrying on of any employment, business or profession;

(d) Injury or damage arising outside the Geographical Area stated

in the Schedule hereto.

**CONDITIONS**

1. This policy with its Provisions, Exceptions, Conditions, Schedule and Endorsements shall be read as one contract and any word or expression to which a specific meaning has been

attached in any part thereof shall bear such meaning wherever it may appear.

2. The Insured shall at all times take all reasonable precautions to prevent accidents and shall comply with all statutory obligations and regulations imposed by any Authority.

3. Every notice or communications to be given under this policy shall be lodged in writing with the Company.

4. The Insured or his legal representatives shall give notice to the Company as indicated on the back of this policy as soon as possible after the occurrence of any accident and/or loss and/or damage with full particulars thereof. Every letter claim writ summons or process shall be noticed or forwarded to the company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this policy.

5. No admission offer promise payment or indemnity shall be made or given 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 the name of the Insured the defence or settlement of any claim or in prosecute in the name of the Insured for its own benefit any claim for indemnity or damage or otherwise and shall have full description in the conduct of any proceedings or

in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

6. If at the time of the occurrence of any accident there shall be any other Insurance or Insurances subsisting in respect of the same the Company shall not be liable to pay or contribute more than a rateable proportion of any sum or sums payable in respect of such accident for compensation litigation expenses or otherwise.

7. The Company may in the case of any accident as within defined pay to the Insured the maximum sum payable as compensation hereunder (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of any such accident except for the payment of costs and expenses (whether recovered from the Insured by an claimant or incurred with the written consent of the company) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which the Company may be responsible hereunder.

8. The due observance and fulfillment of the terms, provisions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with 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.

9. The Company shall not be bound to send any notice of the Renewal premium becoming due, not to renew this policy. The Company shall be at liberty at any time by giving seven days’ notice in writing to the Insured by Registered Letter posted to the address of the Insured as last known to the company to determine and cancel this policy as from the date of the expiration of such notice in which event the Company shall on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the policy.

10. All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the 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 any 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 or his personal representatives for any claim hereunder and such claim shall not within 12 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.

**SCHEDULE**

**POLICY NO PRODUCT INSURED**

**ADDRESS**

**:** {POLICYNO}

**:** PERSONAL LIABILITY INSURANCE

**:** {INSUREDNAME}

: {INSADDRESS}

**BUSINESS**

**PERIOD OF INSURANCE**

**:** {Occupation}

**:** FROM **:**

TO **:**

**FIRST PREMIUM**

**ANNUAL PREMIUM GEOGRAPHICAL AREA**

**LIMIT OF LIABILITY ANYONE OCCURRENCE**

**ANYONE PERIOD OF INS**

[BOTH DATES INCLUSIVE]

**:** {BasicPremium}

**:** {BasicPremium}

**:**  NIGERIA

**:** =N={AggregateLimit}

**:**=N= {AggregateLimit}

**EXCESS :** {PolicyExcess}

**RENEWAL DATE**

**EXAMINED**

**:** {RenDate}, ANNUALLY

**:** {SubmitBy}

**{Signature}**

for: **CORNERSTONE INSURANCE PLC**

**SPECIFICATION ATTACHING TO AND FORMING PART OF PERSONAL LIABILITY POLICY NO. T.B.A IN THE NAME OF T.B.A**

SCOPE OF COVER: Legal liability to pay compensation including legal costs to third parties for death, personal injury or accidental loss of or damage to properties.

1. Happening in connection with the Personal capacity of the insured and occurring:

1.1 Upon or about the premises

1.2 During and in connection with the Insured’s duties elsewhere within the territory.

TERRITORIAL LIMIT: Within Nigeria

LIMIT OF LIABILITY: Anyone Occurrence: N,000,000,000.00

Anyone Period of Insurance: N000,000,000.00

**MEMORANDA ATTACHED TO AND FORMING PART OF PERSONAL LIABILITY INSURANCE POLICY NO.T.B.A IN THE NAME OF T.B.A**

**MEMO 1** : EXCESS CLAUSE

It is hereby declared and agreed that the Insured shall be responsible for the first N 00,000.00 or 10% of claim amount; whichever is greater.

**MEMO 2:** JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided herein shall not apply to compensation for damages in respect of judgements delivered or obtained in the first instance in a court of competent jurisdiction outside Nigeria.

**MEMO 3** : POLITICAL RISKS EXCLUSION

The policy does not cover any loss or damage occasioned directly or indirectly by, or through, or in consequence of any of the following occurrences, namely:

1. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be

declared or not, civil war)

2. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.

3. Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

4. Any riot, strike or public disorder or any act or activity, which is calculated or directed to bring about public disorder unless riots and strike extension is endorsed on the policy and then only to the extent stated.

5. Any act 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. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items 4 and 5 above

7. Plundering, looting, war, pillage in connection with riots and/or civil commotion.

For the purposes of item 4, 5 and 6, any loss or damage occasioned directly by labour disturbance, lock-out or strike shall not be excluded.

**MEMO 4**: TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy, any endorsement thereto, this policy does not cover any Loss, Damage or expenses of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of Terrorism, regardless of any other cause contributing concurrently or in any other sequence to the Loss, Damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

**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.