

**IMPORTANT**

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| 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.      **COMBINED PUBLIC AND PRODUCT LIABILITY** | |
| 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 PUBLIC AND PRODUCT LIABILITY**

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| **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 Insurers for the Insurance hereinafter contained and has paid the First Premium as consideration for such Insurance.  **Now this Policy Witnesseth** that subject to the terms, conditions, and exceptions annexed hereto or endorsed hereon and to the Limit of Liability the Insurers 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 | | |
| b) | accidental loss of or accidental damage to property happening during the Period of Insurance and caused in the course of the Business within the Territorial Limits. | | |
| The Insurers will in addition pay all costs and expenses incurred with their written consent. In the event of the death of the insured the Insurers will in respect of the liability incurred by the Insured’s legal personal representatives in the terms of, and subject to the limitations of this policy provided that such representatives shall as though they were the Insured observe, fulfil and be subject to the terms conditions and exceptions of this policy in so far as they can apply. | | | |
| **EXCEPTIONS**  The Insurers shall not be liable in respect of: | | | |
| (1) | any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion, revolution or military or usurped power, riot, or civil commotion. | | |
| (2) | any liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission. | | |
| (3) | any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material. | | |
| (4) | any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. | | |
| (5) | bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured. | | |
| (6) | loss of or damage to | | |
|  | (a) | property belonging to or in the custody or control of the Insured or property which is in the custody or control of any person in the service of the Insured by virtue of such service but the expression "custody or control" shall not apply to buildings not owned or tenanted by the Insured but temporarily occupied by the Insured for the purpose of alteration decoration or repair. | |
|  | (b) | that part of any property upon which the Insured or any person in the service of the Insured is or has been operating. | |
|  | (c) | any property land or buildings caused by vibration or removal or weakening of support of such land property or buildings. | |
|  | (d) | property caused by fire or explosion. | |
|  | (e) | ships, craft or aircraft. | |
| (7) | injury loss or damage caused by: | | |
|  | (a) | the possession, use or movement of ships, craft, aircraft or railway rolling stock. | |
|  | (b) | the possession or use of mechanically propelled road vehicles but provided the Insured is not entitled to indemnity under any other Policy this Exception shall not apply to injury loss or damage as herein defined arising from | |
|  |  | i) | The act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle. |
|  |  | ii) | the defective loading by the Insured or any person in the service of the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured. |
|  | (c) | lifts, cranes, escalators or power hoisting machines unless specified in the Schedule under the heading "Plant". | |
|  | (d) | defective sanitary arrangements, water pollution, chemical effluent fumes or other noxious gas liquid or substance. | |
|  | (e) | goods (which term shall be deemed to include containers) sold or supplied other than goods in the custody or control of the Insured. | |
|  | (f) | sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors. | |
|  | The  Agents  of the  Insurers  shall in no  case be  made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the insurers nor can their personal property be attached on account of any claim by the Insured. If the insured should commence such proceedings against the Agents, it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Insurers under this policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings. | | |

**CONDITIONS**

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| This Policy and Schedule shall be read together as one contract and any word or expression which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear. | |
| 1. | The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy insofar 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 Insurers to make any payment under this Policy. |
| 2. | Every notice or communication to be given or made under this policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Insurers. |
| 3. | The Insurers shall not be liable if after the Insurance has been effected the risk be increased from any cause whatsoever unless the Insurers have signified their assent thereto in writing. |
| 4. | The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises, furnishings, fittings,  appliances, and plant in sound condition.  In the event of the discovery of any defect or danger, the Insured shall forth-with cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require. |
| 5. | If the Premium has been calculated on Estimates supplied by the Insured and accurate record shall be kept by the Insured of all matters for which Estimates have been furnished and the Insured shall at all times allow the insurers to inspect such record within one month of the expiry of each Period of Insurance the Insured shall supply the Insurers with a correct account of the particulars necessary for assessing the premium and if the actual particulars shall differ from the Estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment to the Insurers or by a refund by the Insurers as the case may be. |
| 6. | The Insured shall give notice to the Insurers of any injury, loss or damage as soon as possible after it comes to the knowledge of the Insured or of the Insured's representative for the time being. The Insured shall forward to the insurers forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to the Insurers immediately he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective or other appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable, no alteration or repair shall be made without the consent of the Insurers to any premises, fencing, machinery, furnishings, fittings, appliances or plant which may have been the cause of injury, loss or damage until the Insurers shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable the Insurers to investigate, settle or resist any claim as the Insurers may think fit. |
| 7. | The Insured shall not incur any expense whether by litigation or otherwise or make any payment, settlement, arrangement or admission of liability in respect of any claim of which the Insurers may be liable under this Policy without the written authority of the Insurers.  The Insurers shall be entitled to use the name of the Insured for all purposes in connection with this Policy including bringing, defending, enforcing or settling or legal proceedings for the benefit of the Insurers in connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this Policy.  The Insurers may at any time pay to the Insured the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of cost and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Insurers shall not be responsible for any loss alleged to have been sustained by the insured in consequence of any action or omission of the Insurers in connection with such claim or proceedings. |
| 8. | If at the time any claim arises under this Policy there is any other existing Insurance covering the same liability the Insurers shall not be liable to pay or contribute more than their rateable proportions of such claim. |
| 9. | The Insurers may by notice in writing to the Insured under registered letter to his last known address, give seven days' notice of their intention to terminate this policy returning on demand the pro rata proportion of the premium corresponding to the unexpired Period of Insurance adjusted if appropriate in accordance with Condition 5 hereof. |
| 10. | 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 in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the company. |

**SCHEDULE**

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| --- | --- |
| **POLICY NO** | {POLICYNO} |
| **INSURED** | {INSUREDNAME} |
| **PRODUCT** | {SUBRISK} |
| **ADDRESS** | {INSADDRESS} |
| **BUSINESS** | {Occupation} |
| **PERIOD OF INSURANCE** | FROM:{StartDate} |
|  | TO: {EndDate} |
|  | [BOTH DATES INCLUSIVES] |
| **FIRST PREMIUM** | N {BasicPremium} |
| **ANNUAL PREMIUM** | N {BasicPremium} |
| **ESTIMATED TOTAL**  **ANNUAL TURNOVER:** | N {SumInsured} |
| **LIMIT OF LIABILITY** | |
| **TERRITORIAL LIMIT** | WITHIN NIGERIA |
| **EXAMINED BY** | {SubmitBy} |

**{Signature}**

FOR: CORNERSTONE INSURANCE PLC

**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.