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| **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. | |
| **OCCUPIERS LIABILITY INSURANCE POLICY** | |
| **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. | |

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| **OCCUPIERS LIABILITY INSURANCE POLICY**  Whereas the Insured by the Proposal which shall be the basis of and incorporated in this contract has applied to the Company for insurance against the Contingencies.  Now this policy witnesses in consideration of the Insured paying to the Company the Premium for the insurance the Company hereby agrees (subject to the terms contained herein or endorsed or otherwise expressed hereon which terms shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that in the event of any of the Contingencies happening during any period of Insurance the Company will by payment, reinstatement or repair indemnify the claimant as hereinafter provided.    Status of the Insured – Occupier Owner Owner-occupier  **THE BUILDING OWNERS/PREMISES**  The building is brick stone or concrete built and roofed with slates tiled concrete asphalt metal sheets or slabs composed entirely of incombustible mineral ingredients except as specially mentioned and all domestic offices stables garages outbuildings surrounding walls gates and fences on the same premises and used in connection therewith including fixtures and fittings therein or thereon and tenants renovation improvement and additions and decorative trees, palms shrubs and plants pertaining thereto  **THE CONTINGENCIES**  Legal liability of the insured arising from ownership, maintenance or use of the designated premises, including the ways immediately adjoining the premises or buildings for death bodily injury or property damage sustained on or around the premises by any user or member of the public. Provided always that parking areas, private storage garages, fair booths and areas used for meetings or employees recreation shall be included in the definition of premises |
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| **SCHEDULE** | | | | | | | | | | | | | |
| NAME OF INSURED:   {INSUREDNAME} | | | | | | | | | | | | | |
| POLICY NO:       {POLICYNO} | | | | | | | | | | | | | |
| OCCUPATION:    {Occupation} | | | | | | | | | | | | | |
| ADDRESS OF RISK:  {INSADDRESS} | | | | | | | | | | | | | |
| IDENTIFICATION: {IDENTIFICATION} | | | | | | | | | | | | | |
| BROKER/AGENT:   {AGENT} | | | | | | | | | | | | | |
| BRANCH/STATE:   {BRANCH} | | | | | | | | | | | | | |
| PHONE NUMBER: | | | | | | | | | | | | | |
| PERIOD OF INSURANCE | | PREMIUM( SECTION A)  =N={BasicPremium} | | | | | | RENEWAL (SECTION A)  {EndDate} | | | | | |
| [a] | FROM:{StartDate}  TO:{EndDate} | Delete as appropriate | | | | | | INSURED FAMILY MEMBER | | | | | |
| [b] | Any subsequent period for which the insured shall pay and the company shall agree to accept the renewal premium. | Liability only  Liability and rent | | | | | | 1  2  3  4  5  6  7  8 | | | | | |
| Liability and occupants  Liability, rent and occupants | | | | | |
| DESCRIPTION | | RISK ADDRESS | | | | | | | | | | | |
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| 6. | | | | | | | | | | | |
| **BLANKET ESTATE AGENTS OCCUPIERS LIABILITY COVER** | | | | | | | | | | | | | |
| **NO. OF LOCATIONS IN A STATE** | | | **LOCATION** | | | | | | | | | | |
|  | | | **1.** | **2** | **3** | **4** | **5** | | **6** | **7** | **8** | **9** | **10** |
| Single Occupier -    State  Office -  Building - | | |  |  |  |  |  | |  |  |  |  |  |
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| Single Occupier - State  Residential  Building - | | |  |  |  |  |  | |  |  |  |  |  |
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| Hotel, Hostel or - State  Guest -  House - | | |  |  |  |  |  | |  |  |  |  |  |
|  |  |  |  |  | |  |  |  |  |  |
| Recreation Centre - State  and Cinema -  Hall - | | |  |  |  |  |  | |  |  |  |  |  |
|  |  |  |  |  | |  |  |  |  |  |
| School – State  Training Centre,  Vocational Centre | | |  |  |  |  |  | |  |  |  |  |  |
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| Petrol and State  Gas –  Station - | | |  |  |  |  |  | |  |  |  |  |  |
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| Hospitals, Clinic - State  and Health -  Centre - | | |  |  |  |  |  | |  |  |  |  |  |
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| Multi-Occupier – State  Office Building - | | |  |  |  |  |  | |  |  |  |  |  |
|  |  |  |  |  | |  |  |  |  |  |
| Multi – Occupier State  Residential Building - | | |  |  |  |  |  | |  |  |  |  |  |
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| **Section A** Schedule of Benefits | | | | | | | | | |
| **STATUTORY** | **Specified** | | | | | **Unspecified** | | | |
| Section A1 – Personal Liability | N5,000,000.00 Annual and  N10,000,000.00 Single Occurrence  N35,000,000.00 Limit | | | | | As per Court Award | | | |
| Section A2 – Public Liability |
| Section A3 – Property Owners Liability |
| Section A4–Accident to Domestic Servant /User | - | - | As per Workmen’s Compensation Act 1987 | | | | | | See D3 |
| **SECTION B - OPTIONAL –** |  | | | | | | Amount | | Additional Premium |
| Private Dwelling Only  Section B1 – Alternative Accommodation | ONE YEAR RENT EQUIVALENT | | | | | |  | |  |
| Section B2 – Death and Permanent  Disability of the Insured and  family members from Sec. 65 hazards  (Insured 50%, Spouse 30%, Children 20%) | N5,000,000.00 in aggregate / Line | | | | | |  | |  |
| Section B3 – Tenants Liability to the Estate | - | - | N250,000 | Single and Annual Occurrence | | | | | Free |
| **Total Premium** |  |  |  |  |  | |  |  |  |

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| **SCHEDULE  FOR ESTATE AGENTS OCCUPIERS LIABILITY BLANKET INSURANCE ONLY** | | | | | |
| NAME:{INSUREDNAME} | | | | | |
| HEAD OFFICE ADDRESS:{HEADOFFICE} | | | | | |
| RC NO:  DATE OF INCORPORATION: | | | | | |
| MD/CEO:  TEL:...................................... | | | | | |
| NO.OF BRANCHES: | | | | | |
| TYPE OF PRINCIPALS: | | | | | |
| State | No. of  Occupiers | | State | No. of  Occupiers | |
| Business | Residential | Business | Residential |
| 1) |  |  | 21 |  |  |
| 2 |  |  | 22 |  |  |
| 3 |  |  | 23 |  |  |
| 4 |  |  | 24 |  |  |
| 5 |  |  | 25 |  |  |
| 6 |  |  | 26 |  |  |
| 7 |  |  | 27 |  |  |
| 8 |  |  | 28 |  |  |
| 9 |  |  | 29 |  |  |
| 10 |  |  | 30 |  |  |
| 11 |  |  | 31 |  |  |
| 12 |  |  | 32 |  |  |
| 13 |  |  | 33 |  |  |
| 14 |  |  | 34 |  |  |
| 15 |  |  | 35 |  |  |
| 16 |  |  | 36 |  |  |
| 17 |  |  | 37 |  |  |
| 18 |  |  | 38 |  |  |
| 19 |  |  | 39 |  |  |
| 20 |  |  | 40 |  |  |
| Total premium |  |  |  |  |  |

**{Signature}**

For:CORNERSTONE INSURANCE PLC

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| **SECTION A – CONTINGENCIES RELATING TO OCCUPIERS LIABILITY**  **THE BUILDING**  Section A – Loss or Damage to any of the buildings specified in the schedule resulting in death, injury or property damage to any user, licensee, third party or member of the public within and around the premises arising from   1. Collapse 2. Fire explosion lightning thunderbolt, earthquake. 3. Storm, tempest, flood excluding destruction or damage by frost. 4. Riot civil commotion, strikes, labour disturbances or malicious persons acting on behalf of or in connection with any political organization. 5. Bursting or overflowing of water tanks apparatus or pipes (excluding damage caused thereto) 6. Robbery, Burglary, housebreaking or any attempt thereat 7. Impact with any of the buildings by any road vehicle horses or cattle not belonging to or under the Control of the insured or any member of the insured’s family or business. 8. Leakage of oil from any fixed oil-fired heating installation. 9. Breakage or collapse of any fitting, fixture or mast.   **SECTION A1 – PERSONAL LIABILITY**  All sums for which the insured, spouse, relatives of either and any person under 21years in the care of the insured and resident with him is liable to pay for injury and medical expenses for each accidental injury while on the insured’s premises with permission of any of the insured if the bodily injury  1. arises out of a condition of the insured’s premises or the ways immediately adjoining it,  2. is caused by activities of an insured or by a residence employee in the course of employment  3. is caused by animals or watercraft owned by or in care of the insured or in the care of persons or organizations legally responsible for animals or watercraft owned by the insured.  4. is sustained by any residence employee and arises out of and in the course of employment by the insured.  **SECTION A2 – PUBLIC LIABILITY**  **DAMAGE TO UNDERGROUND WATER AND GAS PIPES AND ELECTRICITY CABLE**  Legal Liability of the insured for Accidental damage to the underground water pipe gas pipe or electricity cable or any underground installation or excavation extending from or to the building and public mains causing injury, death or property damage to any member of the public.  **SECTION A3 – PROPERTY OWNER’S LIABILITY**  Claims made on the Insured as occupier or apartment owner in his personal or joint capacity in respect of accidents happening during the continuance of this policy in or about the Buildings resulting in   1. bodily injury to any person not being a member of the Insured’s family or household nor at the time of sustaining such injury engaged in the service of the Insured 2. damage to property not belonging to or in the charge or under the control of the Insured or a member of the Insured’s family or household or of a person in the Insured’s service 3. damage to property in general use in an Estate where responsibility of repair or replacement falls on all members of the Estate.   Provided always that the amount payable hereunder in respect of any accident or series of accidents constituting one occurrence shall not in any case exceed the sum stated in the schedule to this policy.  Claims are excluded in respect of:   1. injury or damage arising out of or incidental to the Insured’s profession or business or the use of vehicles; 2. liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.   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 section A3 provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this policy so far as they can apply.  **SECTION A4 – ACCIDENTS TO DOMESTIC SERVANTS**  In the event of a bodily injury or disease arising out of and in the course of employment of any domestic servant (including grooms, chauffeurs, gardeners, drivers, security and watchmen other than a temporary or occasional employee) occasioned by the perils insured against in respect of which an injury benefit becomes payable, the Company will pay to the insured the benefits provided for the affected cadre of staff under the Workmen’s Compensation Act 1987 provided the servant is not above 60 years of age.  **SECTION B – CONTINGENCIES RELATING TO THE INSURED – OPTIONAL**  **PRIVATE DWELLING ONLY**  **SECTIONAL B1 – RENT OF ALTERNATIVE ACCOMMODATION**  Reasonable additional expense necessarily incurred by the Insured at an hotel lodging house or boarding house in consequence of the Private Dwelling being so damaged by any of the Perils specified in Section A as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and not exceeding in the aggregate one year rent on similar property/apartment in the same locality.  **SECTION B2 – COMPENSATION FOR DEATH OF THE INSURED**  In the event of accidental death or fatal injury to the Insured or the husband, wife or any child of the Insured occurring in the Private Dwelling occasioned by outward and visible violence caused by any of the insured peril the Company will pay the sum stated in the schedule provided death ensue within three calendar months of the incident. The same level of benefits apply in event of Permanent Disability as defined under condition 9 & 10. The liability of the Company under this Section during any period of Insurance is limited to the sum stated in the schedule and in the event of two or more persons other than husband and wife being named as the Insured the amount recoverable under this Section in respect of each shall be limited to a proportionate part of the sum insured under this section. This section seizes to apply as from the 65th birthday of an occupier or his spouse whichever comes first.  **SECTION B3 – TNENANTS LIABILITY TO THE ESTATE**  All sums for which the Insured is legally liable as tenant or spouse of apartment holder (and not as owner) for  1. damage (but not while the Private Dwelling is left unfurnished) directly caused by  a. fire  b. bursting or overflowing of water tanks apparatus or pipes excluding the fist N10,000.00 each and every loss  c. burglary housebreaking theft or any attempt thereat  d. breakage or collapse of television and radio receiving aerial fittings and masts  e. leakage of oil from any fixed oil-fired heating installation to the Private Dwelling domestic offices stables garages and outbuildings or landlord’s fixtures and fitting therein and thereon.  f. accidental breakage of:  i) fixed glass in  a. windows, doors, fanlights and skylights  b. greenhouse conservatories and verandas but excluding the first N2,000.00 of each and every loss forming part of the buildings  ii) fixed wash basins pedestals sinks lavatory pans and cisterns therein  2. repair of accidental damage to the underground water pipe, gas pipe or electricity cable extending from the Private Dwelling to the public mains.  3. share of the insured for liability claims made against the Estate association if the apartment owners policy would have covered the loss had the event directly involved the apartment owner.  The indemnity granted herein shall not exceed in the aggregate the amount stated in the schedule.  **ELEVATOR HAZARD CLAUSE**  Cover is provided for legal liabilities of the insured for injuries involving persons entering or leaving the elevator, including damage to property in the care, custody or control of the insured, arising from elevator escalators and hoists damage, malfunctioning or collision subject to automatic suspension of coverage on defective elevators.  **FIRE BRIGADE SERVICE CHARGE**  Any additional costs (which may be incurred by reason of having engaged the services of the Public or Private Fire Service team in the locality in minimizing loss or damage to the insured properties.  **GENERAL EXCEPTIONS**  This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in this Policy or the Schedule shall bear such meaning wherever it may appear.  1. This insurance does not cover any loss, damage or liability occasioned by or through or in consequence, directly or indirectly of any of the following occurrence  a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war  b) mutiny, military or popular 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  c) liability arising out of alterations to the building, new construction or demolition operation  d) property used by the insured even if not owned or in the insureds care, custody or control death or bodily injury to employee of the insured arising out of and in the course of employment  e) damage caused by rain, or flood due to defective roof, open skylight and so on.  f) unspecified premises owned, rented or controlled by the insured but newly acquired premises are covered automatically if the insurer is notified within30 days of acquisition  Any loss or damage happening during the existence of abnormal condition (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly due to any of the said occurrence shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.  2. This policy does not cover:  a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any  nuclear fuel installation or waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fusion.  b) Any accident, loss, destruction, damage or legal liability, directly caused by or contributed to by arising from nuclear weapons material.  3. This Policy does not cover damage to any dynamo transformer motor wiring main or other electrical appliance directly caused by short-circuiting, excessive pressure or leakage of electricity but this exclusion does not apply to damage thereto by fire resulting from such causes and originating outside the appliance  **POLICY CONDITIONS**  1) If at the time of any loss, damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof. If any such other insurance shall be subject to any condition of average this Policy, if not already subject to any condition of average, shall be subject to average in like manner.  2A) The insured on the happening of any loss or damage relating to the contingencies insured shall at his own expense within thirty days after the happening of such loss or damage give notice thereof in writing to the Company. The claimant shall deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. If the Company elects or becomes bound to reinstate any building, the Insured at his own expense shall furnish to the Company all such plans, specifications and quantities as the Company may require.  B) The insured shall on receiving notice of any accident or claim from any third party give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and 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.  C) The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.  D) The Insured (or in the event of his death, his personal representatives) shall in the event of a claim arising under Section B give immediate notice thereof with full particulars to the Company.  3. The Company shall be entitled  A) On the happening of any loss of or damage to the property insured 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 shall be proof of leave and licence for such purpose. No property may be abandoned to the Company whether taken possession of by the Company or not.  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 or secure indemnity from any third party in respect of anything issued by this Policy  4. 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 thereunder shall be forfeited and the claimant shall be prosecuted in line with Section 52 of the National Insurance Commission Act 1997 as may be amended or any other enactment on Fraudulent Insurance Claim.  5. If any difference shall arise as the amount to be paid under the policy (liability otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with statutory provisions being in force in that behalf. 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  6. The insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause defect to be made good as soon as possible and shall be in the meantime cause 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 any 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.  7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of termination.  8. Unless otherwise expressly stated by Endorsement hereon, 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 Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon, admission of 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 act for and on behalf of such person and the receipt of the Insured in any case shall absolutely discharge the Company’s liability hereunder.  9. The Insured Person(s) shall not be entitled to compensation under more than one of the clauses in B2 of the schedule of compensation in respect of the same period of disablement. No further liability to make any payment under this policy shall attach to the Company after claim under one of the clauses has been become payable. The entire amount payable to the Insured Person (s) under this policy shall be ascertained and admitted by the Company before any part thereof is actually paid and such entire amount shall be accounted as in diminution of the maximum capital sums so that in case of a subsequent claim or claims hereunder in the same year of insurance the Insured Person(s) shall not be entitled to recover in all more than the sum mentioned in the schedule. No sum payable under this policy shall carry interest  10. The terms relating to Disablement appearing in the Schedule of the Insured Person(s) and benefits shall be defined as follows:  PERMANENT TOTAL DISABLEMENT shall result when the Insured Person suffers:  a) Total and irrecoverable loss of sight of the one or both eyes rendering the person absolutely blind in one or both eyes beyond remedy by surgical or other treatment  b) Total loss by physical severance or disfigurement (beyond recognition by fire) or any part of the body.  Provided that any such disablement results within three calendar months of such injury:  11. The Insured shall give notice to the Company of any change of name or residence immediately after such change. If the Insured Person (s) engage in any other occupation scheduled in the Company’s classification of occupations as being more hazardous than the occupation on which this Insurance is based without informing the Company obtaining its consent and paying the additional premium the compensation payable under this policy shall be the sum which the premium paid would secure if rated according to such more hazardous occupation and this policy shall be become void if the insured Person(s) engaged in occupations not specified in such classification.  12. The Company shall not be bound to send any notice of the renewal premiums becoming due or to accept any renewal of this policy. The Company may cancel this policy by sending seven days’ notice by registered letter to the Insured or his agent at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the policy has been in force but subject to the provisions of Section 69 of the Insurance Act 2003 or any other enactment relating thereto. | |
|  | **SPECIFICATION ATTACHING TO AND FORMING PART OF POLICY NO. {POLICYNO} IN THE NAME OF {INSUREDNAME}**  {ListTable}  **MEMORANDA ATTACHING TO AND FORMING PART OF POLICY NO. {POLICYNO} IN THE NAME OF {INSUREDNAME}** {ListTable2} |
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**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.