



(Incorporated In Nigeria-Incorporation No. RC:725727)

ROYAL EXCHANGE GENERAL INSURANCE CO. LTD.

THE ROYAL MOTOR GUARD

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated therein 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).

IMPORTANT

In no circumstances admit liability in any way whatever.

Always take names and addresses of witnesses and forward at once to the Company. Please notify the Company of any change of address or other alteration.

IMPORTANT

Please examine your Policy and, if incorrect, return it for alteration. All Communications Regarding this Policy Should be sent to:

ROYAL EXCHANGE GEN. INS CO. LTD.
NEW AFRICA HOUSE
REGISTERED OFFICE
31 MARINA
P. O.BOX 112, LAGOS
TEL: 234-01-761 1150-3

followed by such further steps as are required by the Conditions of the Policy.

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Please examine your Policy and, if incorrect, return it for alteration.

For the Sections of the Policy applicable to the Insurance refer to "Insurance Provided" in the Policy Schedule as amended by any Endorsement.

SECTION I LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories whilst thereon.
 - (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
 - (b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
 - (c) by malicious act
 - (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator.
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts if to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage. Such payment shall be made to the owner described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage. The liability of the Company under Sub-Section I of this Section shall not exceed the value of the parts lost or damaged (such value being the price quoted in the latest catalogue or price list issued by the manufacturer or his agents in Nigeria or if no such catalogue or price list exists the price obtaining at the manufacturer's works plus the reasonable cost of transport by sea to Nigeria) and the reasonable cost of fitting such parts at the same time as any other necessary repair arising out of the same occurrence are effected it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the schedule.
3. If the Motor Vehicle is disabled by reason of loss or damage insured this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
4. The insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that
 - (a) the estimated cost of such repair shall not exceed the authorised Repair Limit
 - (b) a detailed estimate of the cost is forwarded to the Company without delay

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- i) consequential loss depreciation wear and tear mechanical or electrical breakdown failures or breakages
- ii) damage to tyres unless the Motor Vehicle is damaged at the same time
- iii) loss of or damage to accessories by burglary housebreaking or theft unless the Motor Vehicle is stolen at the same time

SECTION II – LIABILITY TO THIRD PARTIES

1. The company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle in respect of which there is an effective Certificate of Insurance against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the insured and excluding liability to any person being a member of the insured's household who is a passenger in the Motor Vehicle unless such a person is being carried by reason of or in pursuance of a contract of employment.
 - (b) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or any member of the insured's household
2. In terms of and subject to the limitations of and for the purposes of this section the company will indemnify
 - (a) any person Who is driving the Motor Vehicle provided that such person
 - (i) is entitled in the effective Certificate of Insurance to drive the Motor Vehicle
 - (ii) shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply
 - (iii) is not entitled to indemnity under any other Policy
 - (b) the insured whilst driving a private motor car (but not a motor cycle or commercial vehicle or other mechanically propelled vehicle) not belonging to or hired (under a hire purchase agreement or otherwise) to him or his employer or his partner if so permitted in the effective Certificate of Insurance.
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such section provided that such representatives shall as though they were the insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.
4. The Company will pay all costs and expenses incurred with its written consent.
5. In the event of any accident involving indemnity under this Section to more than one person that Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnify shall apply in priority to the Insured
6. The Company may at its own option
 - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
 - (b) undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

JURISDICTION CLAUSE

The indemnity under Section II shall not apply in respect of judgements which are not in first instance delivered by or attained from a Court of competent jurisdiction within the Geographical Area

SECTION III - MEDICAL EXPENSE

DELETED

The Company will subject to the limit of indemnity pay to the insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the law of any country within the Geographical Area to pay an amount for which the Company would not otherwise be liable under this policy the Insured shall repay the amount to the Company.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. the Excess forming part of the Schedule
2. any accident loss damage or liability caused sustained or incurred
 - (a) outside the Geographical Area
 - (b) whilst any Motor Vehicle in respect of which indemnity is provided by this policy is
 - (i) being used otherwise than in accordance with the use permitted in the effective Certificate of Insurance
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person who is not entitled to drive in the effective Certificate of Insurance
3. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) 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 war be declared or not) 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 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. .
4. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
5. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. The word “Policyholder” appearing in the effective “Certificate” shall have the same meaning as the word “Insured” appearing in this policy and the Schedule

This Policy and the Schedule and the effective Certificate of Insurance shall be read together as one contract and any word of expression to which a specific meaning has been attached in any part of this policy or of the Schedule or of the effective Certificate of Insurance shall bear such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the insured in the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this policy the insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender
5. No admission offer promise or payment shall be made 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 his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim. for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
6. At any time after the happening of any event given rise to a claim or series of claim under Section II - I(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under section II - I(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement of proceedings or of the company relinquished such conduct nor shall the Company be liable for any costs of expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
7. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured 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 or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.
8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of a loss damage compensation costs or expenses. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under provso (iii) of Section II - 2 (a) of this Policy.

9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing up 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 an 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 for any claim hereunder and such claim shall not within twelve 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.

10. The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done 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.

Section II-I (a)

A In respect of any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting on to or alighting from the Motor Vehicle.

- (i) In respect of death of or bodily injury to anyone personN 75,000.00
- (ii) In respect of a series of claims arising out of one eventN300,000.00

B. In respect of any other person Unlimited

Section II - t (b) in respect of anyone claim or series of claims arising out of one event..... N1,000,000.00

Section III - in respect of anyone accident..... N5,000.00 per occupant

Authorised Repair Limit: Section 1(4) 120% of applicable

Towing Expenses Limit N10,000.00

Geographical Area excess

Excess (see overleaf)

Legislation: The Motor Vehicle (Third Party Insured) Act 1945.

DELETED

NO CLAIM DISCOUNT

In the event of no claim being made or arising under the Policy during a period of insurance specified below immediately preceding the renewal for such part of the insurance as is renewed shall be reduced as follows:

The preceding year 0%

The preceding two consecutive years 25%

The preceding three consecutive years... .. 33 $\frac{1}{3}$ %

The preceding four consecutive years... .. 40%

The preceding five or more consecutive years... .. 50%

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee

If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle

INSURANCE PROVIDED

1. Where the Insurance Provided is "Comprehensive" all Sections of this Policy are operative.
2. Where the Insurance Provided is "Third Party Fire and Theft" Section III of this Policy is cancelled and Section I operates only in respect of loss or damage caused directly by fire external explosion, self-ignition or lightning or burglary, housebreaking or theft.
3. Where the Insurance Provided is "Third Party", Sections I and III of the Policy are cancelled.

Signed this day of

Signature

SECTION II THIRD PARTY POLICY EXCESS

₦5,000.00 or 10% of claim, whichever is greater, on each and every claim

P.M. 15 - EXCLUDING DRIVING OTHER CARS

It is hereby understood and agreed that sub-section 2(b) of Section II of this Policy is deemed to be cancelled.

ENDORSEMENT PM.6 – THIRD PARTY ONLY

It is hereby understood and agreed that section 1 (Loss or Damage) and Section III (Medical Expenses) of this policy are deemed to be cancelled.

Subject otherwise to the terms, conditions and exceptions of this policy.

ABRIDGED CLAIMS DOCUMENTATION REQUIREMENT THIRD PARTY MOTOR INSURANCE CLAIMS

- Photocopies of premium payment receipt
- Duly completed claim form
- Photographs of incident
- Statement of loss
- Third party statement
- Third party estimate of repairs
- Police report
- Eye-witness statement
- Any other claim supporting document



(Incorporated in Nigeria - Incorporation No. RC:725727)

ROYAL EXCHANGE GENERAL INSURANCE COMPANY LIMITED

THE ROYAL MOTOR GUARD

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forward at once to the Company. Please notify the
Company of any change of address or other alteration.

IMPORTANT

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ROYAL EXCHANGE GEN. INSURANCE CO. LTD.
NEW AFRICA HOUSE
REGISTERED OFFICE
31 MARINA
P. O. BOX 112, LAGOS
TEL: 234-01-761 1150-3
Followed by such further steps as are required by the
Conditions of the Policy.

COMMERCIAL VEHICLE POLICY

For the Sections of the Policy applicable to this Insurance refer to "Insurance Provided" in the Policy Schedule as amended by an Endorsement.

WHEREAS the Insured by a proposal and declaration dated as stated in the Schedule which shall be 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 in respect of accident loss or damage occurring during the Period of 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 Policy).

SECTION I - LOSS OR DAMAGE

- I) The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and/or his accessories whilst thereon.
 - (a) by accidental collision or overturning or consequent upon mechanical breakdown or consequent wear and tear.
 - (b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
 - (c) by malicious act
 - (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator.
- 2) At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts if to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage such payment shall be made to the owner described in the hire purchase agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage the liability of the Company under Sub-Section I of this section shall not exceed the value of the parts lost or damaged (such value being the price quoted in the latest catalogue or price list issued by the manufacturer or his agents in Nigeria or if no such catalogue or price list exists the price obtaining at the manufacturer's works plus the reasonable cost of transport by sea to Nigeria) and the reasonable cost of fitting such parts at the same time as any other necessary repair arising out of the same occurrence are effected it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.
- 3) If the Motor Vehicle is disabled by reason of loss or damage as described in this Section the Company will subject to the Limits of liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
- 4) The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this policy provided that
 - (a) the estimated cost of such repair does not exceed the Authorised Repair Limit
 - (b) a detailed estimate of the cost is forwarded to the Company without delay

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (i) Consequential loss, depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (ii) Damage caused by overloading or strain
- (iii) Damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle
- (iv) Damage to tyres unless the Motor Vehicle is damaged at the same time
- (v) Loss of or damage to accessories by burglary housebreaking or theft unless the Motor Vehicle is stolen at the same time.

SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person
 - (b) damage to property
2. In terms of and subject to the limitations of and for the purposes of this Section the company will indemnify any person who is driving the Motor Vehicle provided that such person
 - (i) is entitled in the effective Certificate of Insurance to drive the Motor Vehicle.
 - (ii) shall as though he were the Insured observed fulfill and be subject to the Terms of this Policy in so far as they can apply.
 - (iii) is not entitled to indemnity under any other policy
3. In the event of the death of any person entitled to indemnity under this Section the company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the terms of this Policy in so far as they can apply..
4. The Company will pay all costs and expenses incurred with its written consent.
5. In the event of any accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
6. The Company may at its own option
 - (a) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
 - (b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

JURISDICTION CLAUSE

The indemnity under Section II shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area.

EXCEPTION TO SECTION II

The Company shall not be liable in respect of

- (i) death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading there from.
- (ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- (iii) death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting onto or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
- (iv) damage to property belonging to held in trust by or in the custody or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle.
- (v) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.
- (vi) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven.
- (vii) damage to property caused by or arising out of the explosion of boiler forming part of attached to or on the Motor Vehicle.
- (viii) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle except so far ,as is necessary to meet the requirements of the Legislation.

SECTION III - TOWING DISABLED VEHICLES

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing anyone disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms. of Section II in respect of liability in connection with such towed vehicle provided that

- (a) such towed vehicle is not towed for reward
- (b) the company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the law of any country within the Geographical Area to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. the Excess forming part of the Schedule

2. Any accident loss damage or liability caused sustained or incurred.
 - (a) outside the Geographical Area
 - (b) whilst any Motor Vehicle in respect of which indemnity is provided by this Policy is
 - (i) being used otherwise than in accordance with the use permitted in the effective Certificate of Insurance.
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person who is not entitled to drive in the effective Certificate of Insurance.
3. any accident loss damage or liability (except so far as is necessary to meet tile requirements of Legislation) 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 war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of the said occurrences and in the event of any claim hereunder the Insured shall prove that the, accident loss damage or liability arose independently of and was in no way connected with 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 respect of such a claim.
4. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
5. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured, and such party.
6.
 - (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from ,any nuclear or from any nuclear waste from the combustion or nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
7. any accident loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

CONDITIONS

The word "Policyholder" appearing in tile effective "Certificate of Insurance" shall have the same meaning as the word "Insured" appearing in this Policy and the Schedule.

This Policy and the Schedule and the effective Certificate of Insurance shall be read together as one contract and my word or expression to which a specific meaning has been attached in any part of Policy or of the Schedule or of tile effective Certificate of Insurance shall bear such specific meaning wherever it may appear.

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage to and maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. It event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the

necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

4. In the event of any occurrence which may give rise to a claim under this policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence in case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
5. No admission offer promise or payment shall be made 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 his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. At any time after the happening of any event giving rise to a claim or series of claims under Section II 1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II - 1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the company relinquishing such conduct nor shall the Company be liable for any costs or expense's whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
7. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured 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 or the Policy may be cancelled at any time by the Insured on seven day's notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.
8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (iii) of Section II - 2 of this Policy.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single 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 to do so by either of the parties or in case the Arbitrators do not agree of an 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 for any claim hereunder and such claim shall not within twelve 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.
10. The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done 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.

Limits of Liability:

Section II-I(a)	in respect of anyone claim or series of claims arising out of one event	Unlimited
Section II-I(b)	in respect of anyone claim or series of claims arising out of one event	₦1,000,000.00
Excess (see overleaf)		
Geographical Area:	Nigeria	

Legislation: The Motor Vehicle (Third Party Insurance) Act 1945
Towing Expenses Limit **₦15,000.00**

INSURANCE PROVIDED

1. Where the Insurance provided is "Comprehensive" all Sections of this Policy are operative.
2. Where the Insurance provided is "Third Party Fire and Theft" Section I operates only in respect of loss or damage caused directly by fire, external explosion, self-ignition or lightning or burglary, house-breaking or theft.
3. Where the Insurance provided is "Third Party" Section I of the Policy is cancelled.

No Claim Discount

In the event of no claim being made or arising under this Policy during the preceding year of insurance the renewal premium for such part of the insurance as is renewable shall be reduced by 15%.

If the Company shall be transferred or interest in this policy the period during which the interest was in the Transfer shall not accrue to the benefit of the Transferee.

If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

Signed this

day of

SIGNATURE

ENDORSEMENT No. C.V.9 - THIRD PARTY ONLY

It is hereby understood and agreed that Section 1 of this policy is deemed to be cancelled.

P.M. 15 - EXCLUDING DRIVING OTHER CARS

It is hereby understood and agreed that sub-section 2(b) of Section II of this Policy is deemed to be cancelled.

SECTION II THIRD PARTY POLICY EXCESS

N10,000.00 or 10% of claim, whichever is greater, on each and every claim

Subject otherwise to the terms conditions and exceptions of this policy.

**ABRIDGED CLAIMS DOCUMENTATION REQUIREMENT
THIRD PARTY MOTOR INSURANCE CLAIMS**

- Photocopies of premium payment receipt
- Duly completed claim form
- Photographs of incident
- Statement of loss
- Third party statement
- Third party estimate of repairs
- Police report
- Eye-witness statement
- Any other claim supporting document