Linkage Assurance Plc
RC:162306

PRIVATE MOTOR INSURANCE POLICY

(COMPREHENSIVE)

FOR

INSURED NAME

POLICY NO. XXXXXXX

NOTE:

Please examine the Policy Document carefully and ensure that it meets with your requirements. Otherwise, kindly return the document immediately for necessary amendments.

Plot 20, Block 94, Providence Street, Off Adewunmi Adebimpe Str. Lekki Phase 1, Lagos

0700LINKCARE (070054652273), 0700LINKAGE (07005465243)

08163282595, 09032404825

wecare@linkageassurance.com

www.linkageassurance.com

...protection that counts

POLICY NO.

WHEREAS the insured by a proposal and declaration, which shall be the basis of this contract, is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH: that in respect of events occurring during the period of insurance and subject to the terms, exceptions and conditions herein or endorsed hereon (hereinafter collectively referred to as the terms of this policy).

SECTION 1 – 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 consequent upon mechanical breakdown.
   (b) by fire, external explosion, self-ignition or lightning or burglary, housebreaking or theft
   (c) by malicious act
   (d) whilst in transit (including the process 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 1 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 agent in Nigeria or if no such catalogue or price list exists the price obtained 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 under 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 authorize 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 authorized repair limit
   (b) a detailed estimate of the cost is forwarded to the company without delay
   (c) the insured shall give the company every assistance to see that such repair is necessary and the charge is reasonable.

EXCEPTIONS TO SECTION I

1. 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) loss of or damage to wheels and tyres, unless the motor vehicle is damaged at the same time.
   (v) loss of or damage to accessories whilst on the vehicle by burglary, housebreaking or theft unless the motor vehicle is burgled or stolen at the same time.
   (vi) theft of the motor vehicle insured or any part thereof or its accessories or spare parts where the insured's employee or household member is involved as the principal or accomplice in the theft act.

SECTION II - LIABILITY TO THIRD PARTY

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 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 the 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.

SECTION III – MEDICAL EXPENSES

The company will subject to the limits of liability 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 pay the amount to the company.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this policy and/or any endorsement hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

GENERAL EXCEPTIONS:

The Company shall not be liable under this policy in respect of:

1. The excess forming part of the policy
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 any person other than a Driver
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, 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 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 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
7. Any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from any nuclear weapon materials.

CONDITIONS:

1. The word “Policyholder” appearing in the 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 any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule or effective Certificate of Insurance shall bear the same 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 damage or loss 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 of summons and/or process shall be notified or forwarded 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 cooperate with the Company in securing the conviction of the offender.
5. No admission, offer, promise, or payment shall be made by 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 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(1b) of this Policy, the Company may pay to the Insured the full amount of the Company's liability under Section II(1b) 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 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 insurance 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 pro rata portion thereof for the period the policy has been in force or the insurance 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 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 so to do by either of parties or in case the Arbitrators do not agree an Umpire shall be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting 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, 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 Company to make any payment under this policy.

THE POLICY SCHEDULE

Type of Insurance: Private Motor Insurance
Policy Number: XXXXXXXXXXXXXX
The Company: Linkage Assurance Plc

THE INSURED

Name: XXXXXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Profession/Business: XXXXXXXXXXXXXXXXXXXXXXXXX
Telephone/Email: XXXXXXXXXXXXX / XXXXXXXXXXXXX

Period of Insurance:

(a) From: **XXXXXXXXXX** To: **XXXXXXXXXXXX** (both dates inclusive)

(b) Any subsequent period for which the insured shall pay and the Company agrees to accept a renewal premium.

Renewal Date: XXXXXXXXX **Geographical Area:** Nigeria

Insurance Provided: Comprehensive

<u>Motor Vehicle:</u>

Index Mark and Reg. Number	Make and Model	Chassis Number	Engine Number	Insured's Estimate of Value Including Accessories
XXXXXXX	XXXXXXXX	XXXXXXXXXXX	XXXXX	₦XXXXXXXX

<u>Limits of Liability:</u>

S/N	Item	Cover Limit
1	Towing of disabled vehicle – Section 1(3)	Intrastate: ₦50,000.00 Interstate: ₦70,000.00
2	Third Party Death/Injury – Section 2(1) (a)	Unlimited
3	Third Party Property Damage – Section 2(1) (b)	₦3,000,000.00
4	Authorised Repair Limit – Section 1(4)	As per the Authorised Repair Limit Table
5	Medical Expenses – Section 3	₦100,000.00
6	Flood Damage	Covered/Not Covered
7	Riot, Strike, and Civil Commotion	Covered/Not Covered

AUTHORISED REPAIR LIMIT TABLE

SUM INSURED RANGE	AUTHORISED REPAIR LIMIT
Up to ₦5,000,000.00	₦100,000.00
₦5,000,001.00 – ₦10,000,000.00	₦200,000.00
₦10,000,001.00 – ₦15,000,000.00	₦300,000.00
₦15,000,001.00 – ₦20,000,000.00	₦400,000.00
₦20,000,001.00 – ₦30,000,000.00	₦450,000.00
Above ₦30,000,000.00	₦500,000.00

Legislation: Referred to in "Avoidance of certain terms and right of recovery" is the Motor Vehicles (Third party insurance) Act 1945 (Nigeria) Sections 8, 9 & 10.

Road: A highway in Nigeria within the meaning of the motor vehicles (Third Party Insurance) Ordinance 1945 (Nigeria).

Annual Premium: ₦XXXXXXXXX

Signed and dated in Lagos this **XXXXXXXX day of XXXXXXXXXX 20XX** by the authorized representatives of the Company.

....

Prepared By **Examined By**

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 1 operates only in respect of loss or damage caused directly by fire, external explosion, self-ignition or lightening or burglary, housebreaking or theft.

Where the insurance provided is "Third Party", Section 1 of the policy is cancelled.

LIMITATION AS TO USE:

Use only for social, domestic and pleasure purposes and for the policyholder's business.
The policy does not cover use for hire or reward or for racing, pace making, reliability trail, speed testing or use for any purposes in connection with motor trade.

PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE:

(a) The policyholder who may also drive a private motor car (but not a motor cycle or commercial vehicle or other mechanically propelled vehicle) not belonging to him and not hired to him under purchase agreement

(b) Any other person who is driving on the policyholder's order or with his permission provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the motor vehicle or has been so permitted and is not disqualified by order of a court of law or by reason of any enactment or regulation in that behalf from driving such motor vehicle.

EXCESS CLAUSE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the sections of this policy specified in the schedule, the insured in respect of each and every event shall be responsible for the first part that is to say the sum stated in the schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made there under including where this excess clause applies to liability under section II of this policy any payments in respect of costs and expenses and any expenditure by the company in exercise of its discretion under condition 2 of this policy.

1. SECTION 1 (OWN DAMAGE)

The following excesses shall apply to Section 1(Loss or Damage) of this policy.

PARTIAL LOSS:

VALUE OF VEHICLES			EXCESS	
From: 200,000	-	500,000	20,500.00	or 10% of claim whichever is greater
500,001	-	750,000	23,500.00	
750,001	-	1,000,000	26,250.00	
1,000,001	-	1,500,000	30,000.00	
1,500,000	-	2,000,000	37,500.00	
2,000,001 and above			45,000.00	

TOTAL LOSS: 10% of the Value

2. SECTION II (THIRD PARTY) - ₦5,000.00 or 5% of claim whichever is greater.

SPECIFICATION ATTACHING TO AND FORMING PART OF PRIVATE MOTOR INSURANCE POLICY NO. XXXXXXXXXXXXX IN THE NAME OF XYZ

Index Mark and Reg. Number	Make and Model	Chassis Number	Engine Number	Insured's Estimate of Value Including Accessories

ENDORSEMENTS ATTACHING TO AND FORMING PART OF PRIVATE MOTOR INSURANCE POLICY NO. XXXXXXXXXXXXX IN THE NAME OF XYZ

JURISDICTION CLAUSE

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

INTOXICATING LIQUORS OR DRUGS CLAUSE

Warranted that the company shall not be liable to make any payment in respect of any accident, loss, damage or liability, caused or arising whilst any motor vehicle covered by the within policy is being driven by the insured (or by any person in the insured's employment driving on his order and or with his permission) whilst under the influence of or whilst his efficiency as driver is impaired by intoxicating liquor or drug.

MODIFICATION CLAUSE

Warranted that no modifications be carried out to the specification of motor vehicle or its accessories which are not approved in writing by the company.

ACCIDENT NOTIFICATION CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary the company shall be under no liability whatsoever in respect of any accident resulting in claim not reported within 30 days of occurrence of such accident. Subject otherwise to the terms, conditions and exceptions of this policy.

THEFT OF MOTOR ACCESSORIES ENDORSEMENT

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that the company will indemnify the insured against loss of or damage to the in-built accessories.

1. Communication and Safety equipment permanently fitted on the vehicle, manufacturers tool kit) whilst such item(s) is/are in or on the motor vehicle where such loss or damage is occasioned by theft or attempt thereat. Provided always that the liability of the Company shall be limited to a reasonable market value or 2% of the value of the car, whichever is less.
2. Where the accessories are separately purchased (not in built) and fitted by the insured these items shall be declared at inception and an additional premium charged and paid accordingly.
3. In consideration of the payment of an additional premium, it is hereby understood and agreed that the company will indemnify the insured against loss or damage as a result of theft or

attempted thereat to the accessories as herein declared whilst such item(s) is/are on the motor vehicle. Provided always that the liability of the company shall be limited to the value of the accessories subject to 5% depreciation/excess as the case may be

LICENSE CLAUSE

Notwithstanding anything contained herein to the contrary In the event of any claim arising under section 1(a) of this policy, the insured shall in respect of each and every occurrence or series of occurrence arising out of one cause in connection with any vehicle in respect of which an indemnity is provided under this policy be responsible for the first ₦500 or any less expenditure which may be incurred including any payment in respect of costs and expenses when any person driving or in charge for the purpose of driving the insured vehicle is at the time of loss occurrence;

a. is under 21 years of age; or
b. holds a learner permit; or
c. holds a license but has driven for less than one year

The above amount shall apply in addition to any other amount for which the insured may be responsible under the terms, of this policy.

LEARNER DRIVER'S CLAUSE

Warranted that the company shall not be liable to make any payment in respect of any accident, loss, damage or liability cause or arising whilst the motor vehicle described in the schedule to this policy is being driven by a learner driver except the learner driver is driving under the instruction of an experienced licensed driver in the same vehicle at the time of such accident, loss, damage or liability and the vehicle is not being used for commercial purpose at the time of the accident.

TOTAL LOSS SETTLEMENT ON PRE-ACCIDENT VALUE CLAUSE

Notwithstanding anything herein contained to the contrary it is hereby understood and agreed that the estimated value of the vehicle(s) shown in this policy is not necessarily the amount payable by the company in the event of a total loss. Their liability shall be limited to the market value of the vehicle(s) immediately anterior to the date of the loss or the value shown in the policy whichever the less is.

REPLACEMENT PARTS CLAUSE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the motor vehicle and/or its accessories necessitating the supply of a part not obtained from stocks held in the country in which the motor vehicle is held for repair or in the event of the company exercising the option under condition 4 to pay in cash the amount of the loss or damage the liability of the company in respect of any such part shall be limited

(i) to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the motor vehicle is held for repairs or.

(ii) if no such catalogue or price list exist the price last obtained at the manufacturer's workshop plus the reasonable cost of transport otherwise than by air to the country in which the repair is carried out and the amount of the relative import duty plus the reasonable cost of fitting such part.

NAKED LIGHT WARRANTY

Warranted that no liability attaches under this policy for loss or damage caused by fire arising from the fueling of the insured vehicle(s) in the presence of naked light

AUTOMATIC DEPRECIATION CLAUSE

Notwithstanding anything contained herein to the contrary , it is hereby understood and agreed that in the event of total loss claim after the commencement date of cover the insured's estimate of value including accessories and spare parts as set out in the schedule of the within policy shall be reduced as follows:

Up to three months	2.5%
For a period above three months up to six months	5%
For a period above six months up to nine months	7.5%
For a period above nine months up to one year and above	10%

CONSTRUCTIVE TOTAL LOSS CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, that a vehicle shall be declared as constructive total loss if the adjusted estimate of repairs is

(a) equal to 60% of the sum insured of the vehicle

(b) greater than 60% of the sum insured of the vehicle

In such an event, the company shall become entitled to possession and ownership of the damaged vehicle.

IMPROVEMENT CLAUSE

It is hereby declared and agreed that where repair or replacement of a lost or damaged part(s) of the motor vehicle results in betterment to that part as a whole, the Insured shall contribute proportionately for betterment accordingly.

ANTI-THEFT MOTOR DEVICES WARRANTY

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the cover granted by this policy in respect of vehicle insured herein shall only be operative subject to the following conditions:

a) that the insured vehicle shall be fitted with an immobilizer or a burglary alarm or pedal brackets or Tracking Device

b) that evidence of such installations shall be produced at the time of obtaining insurance and/ or at the time of a claim resulting from theft.

(c) that the devices shall be put in operation at all-time including when not in use

(d) That the insured vehicle shall be engraved with its registration number on its windshields, windows and other glass panels.

FIRE EXTINGUISHING APPLIANCESWARRANTY

It is hereby declared and agreed that there shall be carried in the motor vehicle at all times a fire extinguisher appliance which shall be used to put out any fire from the motor vehicle. Failure to comply with this requirement renders this policy avoidable by the insurers in any fire accident.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability, loss, damage or expense 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 or intangible 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.

AUTO GARAGE CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that where the insured decides to repair at the garage of an auto dealer of their choice following an accident to the insured vehicle indemnifiable under the policy, the insured shall furnish the company with evidence of at least three services done at such garage immediately prior to the accident.

ABANDONMENT CLAUSE

It is hereby declared and agreed that the insured has no right to abandon the said vehicle to the company whether as a result of the unavailability of spare parts or otherwise.

NO PREMIUM NO COVER

"Subject to the provisions of Section 50 (1) of the Insurance Act 2003, it is hereby declared that the receipt of insurance premium shall be a condition precedent to a valid contract of insurance and there shall be no cover in respect of an insurance risk unless premium is paid in advance. Consequently, the insurance cover by this policy shall only commence from the date of receipt of the insurance premium and any insurance document issued before the receipt of the insurance premium shall be null and void and of no affect whatsoever.

RISK SURVEY INSPECTION CLAUSE

It is warranted that the Insured shall within two weeks of receipt of notice from the Insurer, allow the Insurer or its representative access to the property insured for the purpose of carrying out physical risk inspection/survey. The Insured shall provide the Insurer or the representative with details and information necessary for the assessment of the risk.

If the insured shall fail, refuse or neglects to grant access and/or cooperate with the Insurer to carry out the inspection/survey within the two weeks of notification, the insurers shall not be liable for any claim raising from this Policy.

It is agreed that "notice" shall either be written letter, email, telephone call or any other recognized means of communication.

FIDELITY EXCLUSION:

It is hereby declared and agreed that this policy does not cover any theft occasioned by the staff of the insured or any member of the insured's family or any person permanently residing with the insured. The policy also does not cover a theft where any of the above-mentioned people is implicated.

PENALTY CLAUSE

It is hereby declared and agreed that where the policy terms and conditions are breached by the insured leading to the insurer's interest being jeopardized, the insurer reserve the right to charge penalty or repudiate liability at the time of claim.

EXCESS BUY BACK CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, the Excess clause on this policy is deemed cancelled.

RIOT, STRIKE AND CIVIL COMMOTION EXTENSION

This policy is extended to cover loss or damage directly caused by the below Listed Perils:

a) **Riot:** a violent disturbance by a group of persons assembled together for a common purpose which threatens public peace (whether in connection with a strike or lock-out or not);
b) **Strike:** the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
c) **Civil Commotion:** the act of any person taking part together with others in any civil disobedience movement which is serious, prolonged and causing disturbance of the public peace (whether in connection with a strike or lock-out or not);
d) **Malicious Damage:** the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out;
e) the act of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance in (a) – (d) or in minimizing the consequences of any such disturbances;

By this extension, the Listed Perils shall mean Riot, Strike and Civil Commotion, and described as follows:

Riot means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace. It shall not include any disturbance of peace that is committed for political, religious or ideological purposes, including acts which are politically motivated or directed at any political or government institution/agency.

Strike means a work stoppage to enforce demands made on an employer or to protest against an act or condition.

Civil Commotion means substantial, violent and public/popular uprising or revolt by a large number of people who, acting together in any civil disobedience movement, cause harm to people or property. It shall not include any disturbance of peace that is committed for political, religious or ideological purposes, including acts which are politically motivated or directed at any political or government institution/agency.

Malicious Damage shall mean the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace.

For any loss to be recoverable under this section, the insured shall prove that such damage or loss was not occasioned through or in consequence, directly or indirectly of: -

I. acts of terrorism committed by any person or persons acting on behalf of or in connection with any organization.

II. communal and/or religious disturbances;

III. any act which is, whether or not, 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.

IV. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in item (I) to (IV) above.

For the purpose of this exclusion:

a) **Communal disturbance** shall mean any act of public disorder directed at, or in retaliation against any ethnic or tribal group committed by any organization. For the purpose of this definition, communal disturbance shall include intra-ethnic tribal conflicts.
b) **Religious disturbance** shall mean any act committed by any religious group or groups in pursuance of certain belief or faith resulting in any loss, damage to or destruction of the property insured.
c) **Sabotage** shall mean a subversive act or series of acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
d) **Terrorism** shall mean an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

FLOOD EXTENSION

It is hereby agreed and declared that the insurance by this policy shall extend to include loss or damage to the property insured directly caused by flood, which for the purpose of this extension flood shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public mains and any other flow or accumulation of water.

PAIRS OR SET CLAUSE

In the event of loss or damage to any part of the vehicle insured thereof forming part of a pair or set, the liability of the company is limited to the cost of the repair or replacement of that part and not the pair or set.

DENTS & SCRATCHES EXCLUSION CLAUSE

It is hereby declared and agreed that loss or damage as a result of dents and scratches are excluded from the within policy, unless it is caused by an accidental collision which creates a hollow on the body of the vehicle and provided that the adjusted estimate of repairs exceeds ₦50,000.00

RECOMMENDED AUTO REPAIRERS

In the event of an accident giving rise to a claim under this policy, the Insured at his/their discretion may elect to refer the damaged vehicle to any of the under listed Auto Repair garages or any other Auto Repair Garage/Mechanic of their choice for the assessment and repairs of the damaged vehicle. Where the repairs are carried out at any of the under listed garages, the insured shall execute a satisfactory note which shall be deemed as full and final settlement of the claim.

The under listed are the accredited garages of the insurer.

Name of Garage	Address	Phone No./Email
Guardian Auto (Eng.) Limited	18/33 Brickfield Road, Ebute Metta, Lagos	Mr Shonibare: 08022236610 Mr Dada: 08027508714
First Class Auto Centre Limited	382, Ikorodu Road, Maryland, Lagos	08027378181/ firstclassautocentre@yahoo.com
Prudent Auto Services	Km 43, Lagos-Ibadan Expressway, After Deeper Life Campground Lotto B/stop, Mowe.	08027979335, 08062520708
Ratos Auto Nigeria Limited	37A, Abosede Kuboye Street, Off Imam Dauda Street, Eric Moore, Lagos	08026684230
Teekolas Klassic Auto Repairs Limited	13, Adeleke Kuti Street, By Cele Bus Stop, Ijede Road, Ikorodu, Lagos.	08173077703, 08055271496
Chanoroids Automobile	31, Prince Fadina Street, Off Wilmer crescent, Olodi-Apapa, Lagos	08036530040, 08125799406 chanoroidautomobile@gmail.com

CLAIMS PROCEDURE

A claim under this policy can occur under any of the following categories:

1. Accidental death of or bodily injury to any person including but not limited to the Driver, passengers and/or other non-passengers involving the insured vehicle whether the Insured is at fault and therefore liable or not.

2. Accidental Damage to the Insured Vehicle and/or Other Vehicle(s) or Properties belonging to Third Parties whether the Insured is at fault and therefore liable or not.

3. Loss or Damage by Theft or Fire Outbreak to the Insured Vehicle

In the event of any of the above occurrences which may give rise to a claim, the Insured/Driver is expected to take the following steps:

1. Do not engage in unwarranted altercation or argument over who is right or wrong. Rather, take the necessary steps to report the incident to the nearest police station or get in touch with us immediately.

2. If other vehicle(s) is/are involved in the accident, obtain the names and details of the Driver(s) including but not limited to copies of his/their Vehicle Registration Particulars and Insurance as well as an account of an eye witness.

3. Obtain on the spot photos of the scene of accident and the damaged portion of the vehicles

4. Take all reasonable steps to safeguard the Motor vehicle from further loss or damage

5. Ensure that the claim is notified to the Company within the Notification period as stipulated in the policy along with all relevant substantiating documents as indicated below under (8)

6. Every letter, claim, writ of summons and/or process shall be notified or forwarded 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 cooperate with the Company in securing the conviction of the offender.

7. No admission, offer, promise, or payment shall be made 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 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.

8. **Documents Required in Claim Processing**
   - (i) Accidental/Fire Damage/Third Party Property Damage/Vandalism
   - (ii) Completed Claims Form
   - (iii) Estimate(s) of Repairs
   - (iv) Police Report and Correspondence (unanswered) – If there is vandalism or if third party is involved.
   - (v) Photographs of the Damaged Vehicle
   - (vi) Original Vehicle Particulars in Case of Total Loss
   - (vii) Lock and Ignition Keys in case of Total Loss
   - (viii) Insurance Certificate in case of Total Loss

Theft Case

- (i) Completed Claims Form
- (ii) Interim and Final Police Report
- (iii) Original Vehicle Particulars
- (iv) Purchase Receipt/Invoice
- (v) Lock and Ignition Keys
- (vi) Original Insurance Certificate

Third Party Liability – Death & Bodily Injury

- (i) Completed Claims Form
- (ii) Police Report of the Accident
- (iii) Medical Report/Bill/Payment Receipts for Bodily Injury
- (iv) Burial Certificate or Coroner's Report
- (v) Death Certificate
- (vi) Correspondence from third party must be forwarded immediately.

COMPLAINT & DISPUTE RESOLUTION PROCEDURE

Linkage Assurance Plc is committed to resolving all complaints expeditiously as we always aim to meet and exceed your expectations as our well-cherished customer. If you are not satisfied with our service you may formally lodge your complaint in writing or verbal communication (to be followed up with a letter or an email) through your Broker/Agent or directly to:

Customer Service Team via the following channels:

- Telephone No: 070LINKCARE (07054492984), 0700LINKAGE (07005465243)
- WhatsApp only: 08163282595, 09032404825
- Email: wecare@linkageassurance.com
- Zopin (chat): www.linkageassurance.com

Your complaints will be acknowledged and attended to within 48 hours with our best endeavors to provide a satisfactory resolution to your complaints. If you are still not satisfied with the way the complaints have been dealt with by the Customer Service Team, a written notice can be sent to:

The Dispute Resolution Committee
Linkage Assurance Plc
Plot 20 Block 94 Providence Street,
Off Adewunmi Adebimpe Street, Lekki Phase 1, Lagos

If you are still not satisfied with the treatment of your complaint by the Dispute Resolution Committee, you may explore the External Dispute Resolution ("EDR") channels at no cost to you. The EDR channels include the following:

Arbitration Committee of the Nigerian Insurers Association (NIA)
No 42, Saka Tinubu Street, Victoria Island, Lagos;
Tel No: 01-7743813; email: info@nigeriainsurers.org

If you are still dissatisfied with the outcome of the intervention of the Arbitration Committee of the Nigerian Insurers Association above, you can refer the matter to:

The Complaints Bureau of the National Insurance Commission
Plot 1239, Ladoke Akintola Boulevard
Garki II, PMB 457 Garki, Abuja, Nigeria
Telephone: 09-2915101 email: info@naicom.gov.ng

Thank you for choosing Linkage Assurance Plc as your preferred Insurance Company.