



LEADWAY
ASSURANCE COMPANY LIMITED

HEAD OFFICE

Leadway Assurance House
NN 28/29, Constitution Road,
P. O. Box 458, Kaduna.

CORPORATE OFFICE

Leadway Assurance House
121/123, Funso Williams Avenue,
Iponri, Surulere, Lagos.
P.O. BOX 6437 MARINA,
LAGOS
PHONE: (01) 2700700
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PRIVATE MOTOR INSURANCE POLICY

POLICY NUMBER:

WHEREAS the insured by a proposal and declaration dated as stated in the schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay 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 subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon.

MOTOR INSURANCE SCHEDULE		This schedule forms part of the Policy and must be read in conjunction with the Motor Certificate and Policy Booklet. Please keep it in a safe place
DATE OF ISSUE	Wednesday, January 08, 2014	
POLICY NUMBER		
THE POLICY HOLDER	AHMADU BELLO WAY KADUNA KADUNA Nigeria	
BROKER / AGENT:		
	Period of cover	FROM TO
	Renewal Date Product Class Renewal Frequency	
MAKING A CLAIM	In the event of a claim, notifications must be made as soon as possible and in any case not later than days.	

CAR DETAILS

Total Sum Insured: **0.00** Total Premium: **0.00** Number of Vehicles: **0.00**

Legislation referred to in "Avoidance of certain terms and right of recovery":
The Motor Vehicle(s) (Third Party Insurance) Act, 1945 (Nigeria)

Limit of Liability:

1. Limit of the amount of the company's liability for Towing - ₦15, 000.00 (Intrastate)
₦20, 000.00 (Interstate)
2. Limit of the amount of the company's liability under Section I-1(b) in respect of any one claim or series of claims arising out of one event - Unlimited but reasonable
3. Limit of the amount of the company's liability for Medical Expenses under Section I in respect of any one accident - ₦20,000.00.

Limitations 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 peacemaking reliability trial speed testing or use for any purpose in connection with Motor Trade.

Driver:

Any other person who is driving on the policy holder's order or with his permission

Provided that the person driving is permitted in accordance with 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.

SECTION I - LIABILITY TO THIRD PARTIES

1. Subject to the Limits of Liability the company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Car 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 Car unless such 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. The company will pay all costs and expenses incurred with its own written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the company will indemnify any Driver who is driving the Motor Car **on the insured's order or with his permission provided that such driver:**
 - (a) is not entitled to indemnity under any other policy
 - (b) Shall as though he were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply.
4. In terms of and subject to the limitations of the indemnity which is granted by this section in connection with the motor car the company will indemnify the insured whilst personally driving a private motor car (but not a Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement.
5. 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 this Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
6. The Company may at its own option
 - (a) Arrange for representation at any inquest or fatal inquiry in respect of any death that 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 that may be the subject of indemnity under this Section

MEDICAL EXPENSES II

Subject to the Limits of Liability the Company will pay to the Insured the reasonable medical expenses not exceeding **₦20,000.00 per aggregate event** 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 Car as the direct and immediate result of any accident to the Motor Car.

SECTION III - OWN DAMAGE

1. The Company will indemnify the insured against loss of or damage to the Motor Car and/or its accessories whilst thereon

- (a) by accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
- (b) by fire, external explosion, self ignition or lighting 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 water way, lift or elevator.

EXCEPTIONS TO SECTION III

The company shall not be liable to pay for:

- (a) Consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- (b) Damage to tyres unless the Motor Car is damaged at the same time.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Legislation specified in the Schedule.

BUT the Insured shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay, but for the said provisions.

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 of 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) Any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area
- (2) Any claim arising out of any contractual liability
- (3) Any accident loss damage and/or liability caused sustained or incurred whilst any Motor Car in respect of or in connection with which insurance is granted under this Policy is
 - (a) being used otherwise than in accordance with the Limitations as to Use or
 - (b) being driven by any person other than a Driver
- (4) (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 purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

- (5) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

The Company shall not be liable except under Section 1-1 (a) of this Policy in respect of any accident loss damage and/or liability 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 before or after declaration of war) 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 and/or liability arose independently of and was in no way connected thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

SAMPLE POLICY

CONDITIONS

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim. Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of 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.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under sub-section 1 (a) of Section I of this Policy the Company may pay to the Insured the full amount of the Company's liability under that sub-section 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 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.
4. The Company may at its own option repair reinstate or replace the Motor Car or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Insured's estimate of the value of the Motor Car (including accessories thereon) as specified in the Schedule or the value of the Motor Car (including accessories thereon) at the time of the loss or damage whichever is the less.
5. The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be entirely at the Insured's own risk.
6. The Company may cancel this Policy by sending Thirty (30) 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.
7. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expense. 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 Sub section 3(a) of Section I of this Policy.

8. 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 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.
9. 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 said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SAMPLE POLICY

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