

## TERMS AND CONDITION

In short referred to as Leadway's "Online Terms".

Read these Online Terms to understand how LEADWAY:

- operates and regulates its online sites including its social media sites;
- operates any online insurance quoting, purchase, policy management and claim management transactions; and
- handles your personal information when you interact with us online (see terms 25 to 33).

### **1. About LEADWAY's online sites**

**1.1** Leadway Assurance Company Limited LEADWAY ("**Leadway**", "**we**" or "**us**") operates Leadway online sites ("**Online Site(s)**"), including our:

1.1.1 main website ([www.leadway.com](http://www.leadway.com)) including its related transactional domains and pages) ("**Main Site**");

1.1.2 mobile device site (Leadway) ("**Mobile Site**") which for the purposes of these online terms forms part of the Main Site;

1.1.3 social media site(s) ("**Social Media Site(s)**") as operated from time to time;

1.1.4 Leadway Claim Assist Application ("**Claim Assist App**"); and

LEADWAY offers insurance services in both life and general business and is duly regulated by the National Insurance Commission (NAICOM). Please be aware that certain parts of our Main Site and/or Mobile Site may additionally function as a Social Media Site. By this we mean that the information and content you submit to a social media section of our Main Site, and/or Mobile Site will be freely visible to other website users. Any social media sections of our Main Site and/or Mobile Site will be either clear to you from their design, or we will otherwise inform you of their public nature. Any information or content you supply to our Social Media Site(s) will be treated by LEADWAY in accordance with terms 10 and 28, and otherwise in accordance with these Online Terms (as relevant). If you obtain a quote, purchase insurance or administer your insurance on our Main Site or our Mobile Site, your transaction will be conducted over a secure internet connection - see term 28.3 for details.

**1.2** LEADWAY may operate an Online Site for its own benefit and/or for the benefit of one or more of its related bodies corporate, which collectively form the Leadway Group of companies ("**Leadway Group**").

**1.3** Our Online Site (including any sub-pages, related transactional domains and pages, or other Leadway LEADWAY-branded online pages which include an authorized link to an Online Site) may include product advertising, services, information, text, graphics, materials, social media forums, applications, functions and promotions, unless disclaimed otherwise or where not permitted by law or by an online host site's rules ("**Site Content**"). Your use of any of our Online Sites, including any

Site Content, is governed by these Online Terms, together with Leadway Privacy Policy. See terms 25 to 33 below for how LEADWAY handles any personal information it collects as a result of your interaction with our Online Sites.

**1.4** In addition to these Online Terms, other terms of use or conditions may apply to your use of any of our Online Sites (or parts thereof) or to any products or services offered via our Online Sites. If such additional terms of use or conditions apply, we will bring them to your attention and you will be bound by them. For example, should you decide to participate in a promotion that is advertised or otherwise featured on one or more of our Online Sites, you will be additionally bound by the relevant terms and conditions for entry into that promotion. Should any term within these Online Terms conflict with a promotion's terms and conditions, the latter will prevail to the extent of the conflict.

**1.5** LEADWAY owns and operates the Main Site and the Mobile Site (which forms part of the Main Site), and the Claim Assist App. These Online Sites include all web pages under or forming part of the domain name [www.leadway.com](http://www.leadway.com) and [m.leadway.com](http://m.leadway.com). (as relevant). Our Mobile Site is designed for use by portable electronic devices such as smart phones or tablet computers. LEADWAY disclaims that our Mobile Site may not operate (or may not operate fully) on some types of portable electronic devices. If you experience difficulty in accessing or using our Mobile Site, you should access our Main Site [www.leadway.com](http://www.leadway.com) using a modern web browser on a personal computer with a screen diameter or 10 inches or greater. The relevant versions of the Claims Assist App are designed for use on (i) Apple Incorporated's compatible electronic devices including iPhone, iPad and iPod Touch, (ii) electronic devices compatible with Android™ apps, such as available from the Google Play™ Store or the Samsung™ app store.

**1.6** As part of your use of our Online Sites or Site Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third party providers. If any term within these Online Terms should conflict with any third party's terms of use, the later will prevail to the extent of the conflict insofar as your use or access to that third party site or third party application is concerned.

**1.7** As LEADWAY's Online Sites develop and as technology evolves, LEADWAY will continue to strive to provide you with better online services. LEADWAY encourages you to review these Online Terms as they will be updated from time to time.

## **2. Links to other websites**

**2.1** An Online Site may contain links to other websites (including other social media websites) or applications which are owned or operated by third parties independent of LEADWAY (“**Third Party Sites**”). LEADWAY does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites (“**Third Party Material**”).

**2.2** An Online Site may contain or link to information about special offers, deals or promotions by persons not related to or part of LEADWAY (“**Third Party Offers**”). LEADWAY does not sponsor, endorse or approve of any Third Party Offers or Third Party Material associated with these offers.

**2.3** Subject to any applicable law which cannot be excluded, LEADWAY makes no warranties or representations:

2.3.1 regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or

2.3.2 that Third Party Material does not infringe the intellectual property rights of any person.

**2.4** LEADWAY is not authorizing the reproduction of Third Party Material by linking Site Content to Third Party Material.

**2.5** When following a link on an Online Site, material at a Third Party Site may be displayed in your browser framed by Site Content. This material is also Third Party Material for the purpose of these Online Terms.

### **3. Your privacy**

Your privacy and security is important to LEADWAY. Read terms 25 to 33 for information (the 'Privacy Statement' component) about how LEADWAY handles the information you provide it when you use one of our Online Sites.

## **4. LEADWAY's Main Site: product information and insurance purchase and renewal**

### **4.1 Main Site content**

The LEADWAY Main Site contains both information of a general nature about LEADWAY and LEADWAY's products and services, and also enables you to purchase or renew and pay for some insurance products and services online.

The LEADWAY Main Site also enables you to lodge and manage certain claims online as well as manage certain LEADWAY insurance policies online using LEADWAY's online tools at the self-service part of the Main Site ("**LEADWAY's online tools**") subject to these Online Terms, including the specific terms of use for LEADWAY's online tools set out in term 6.

### **4.2 Completing transactions on the Main Site**

4.2.1 When entering into a transaction via the Main Site, whether it be the issuance of an insurance contract, a renewal payment, or a transaction relating to any other product or service, the transaction will not be completed until an "**Electronic Instruction**" (being any electronic instruction, information, message, request or communication issued or transmitted to LEADWAY via the Main Site) containing the acceptance from you to LEADWAY's offer, or the confirmation of payment from you, whichever is applicable, has been received and processed by LEADWAY, and any specific steps or requirements as set out in this term 4, have been complied with.

4.2.2 You acknowledge that the transmission of your acceptance or the confirmation of any payment, made through an Electronic Instruction, may not be received by LEADWAY in accordance with this term 4 for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems.

4.2.3 You further acknowledge that, to the extent permitted by law, LEADWAY is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the Main Site, or any failure to receive an Electronic Instruction for whatever reason.

### 4.3 Purchasing insurance policies

4.3.1 Where the Main Site enables you to purchase insurance products or services online:

- (a) the parties may enter into an insurance policy using the Main Site by LEADWAY making an electronic offer via the Main Site and you electronically communicating your acceptance of that offer via the Main Site to LEADWAY;
- (b) LEADWAY may act on and process all completed Electronic Instructions transmitted or issued through the Main Site without further consent from or reference to you; and
- (c) LEADWAY may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.

4.3.2 Creating a binding insurance contract with LEADWAY via the Main Site is a two-step process:

- (a) the first step is to create a quote for the insurance product you are interested in and have selected. Upon completion by you of all required details, the Main Site will provide you with a quote, identified by a quote number; and
- (b) if you wish to purchase insurance in accordance with a quote provided to you by LEADWAY via the Main Site, then, upon completion by you of all required details, step two enables you to accept that quote and create a binding insurance agreement with a corresponding LEADWAY policy number.

4.3.3 When entering into a contract via the Main Site, you will be taken to have communicated your acceptance to an offer of insurance from LEADWAY only when:

- (a) the Electronic Instruction containing the acceptance from you enter and is recorded in the main LEADWAY database or relevant Leadway Group database (both collectively referred to in term 4 as "**Relevant Database**");
- (b) a record is created and stored in the Relevant Database;

(c) a LEADWAY policy number is generated by the Relevant Database; and

(d) LEADWAY receives all required details of a current and valid payment card or current and valid financial institution account number (in either case a card/account which you are authorized to use and which is of a card/account type accepted by LEADWAY), and to which LEADWAY is able to charge/debit the premium.

4.3.4 Some LEADWAY insurance policies available through the Main Site may offer a deferred payment option. Where this option is available and selected by you, term 5.3 of these Online Terms will additionally apply.

4.3.5 If you elect to pay your premium by instalments then you may be able to select the particular day of each month (or other instalment period) on which your payment card or financial institution account number will be automatically charged/debited for the relevant payment. If you elect to pay your premium by instalments the additional terms and conditions applicable to that payment arrangement will be made available to you as part of your policy documents (whether by way of Product Disclosure Statement, Supplementary Product Disclosure Statement and/or a Direct Debit Request Service Agreement), as well any relevant insurance purchase or variation transaction.

4.3.6 A binding insurance contract is conditional on LEADWAY being able to successfully charge against your nominated payment card or debit your financial institution account number, and LEADWAY receiving payment of your applicable premium (either by a single payment or where permitted in instalments).

4.3.7 Where a transaction is entered into between LEADWAY and you via the Main Site, a policy number will be issued by LEADWAY via the Main Site. However, a binding insurance agreement is not conditional on the issuance or receipt by you of a policy number but is conditional upon LEADWAY receiving your premium payment or your current and valid payment card (or financial institution account number) details and a valid policy commencement date election and if you elect to pay by instalments a valid direct debit day election. Therefore, the failure by you to receive a policy number via the Main Site does not invalidate or otherwise prejudice the existence of an insurance contract or transaction entered into using the Main Site.

4.3.8 LEADWAY may or may not issue a paper confirmation of the insurance policy. The existence of a binding contract is not conditional on LEADWAY issuing, or you receiving, a paper confirmation of the transaction.

4.3.9 You are responsible for ensuring that you receive a policy number and should contact LEADWAY if one is not received.

4.3.10 Where you only complete a quote on the Main Site and select an alternate payment option (meaning not a payment card payment online or a financial institution account debit payment or a 'deferred payment option' referred to in term 5.3), a binding insurance agreement is not created. Instead, you will need to make payment via an alternate option. When paying by an alternate payment option, a binding insurance agreement will only be

created once LEADWAY receives your full premium payment, or when LEADWAY receives your first premium instalment if we have offered this payment option to you and you have agreed to pay us your premium by instalments.

#### **4.4 Renewal payments**

4.4.1 The Main Site may offer an online facility for renewal payment of certain LEADWAY insurance policies with selected payment cards.

4.4.2 The policy renewal notice will indicate whether online renewal payment is available.

4.4.3 When the renewal payment facility is available, an online renewal payment can be made by following the “Make a payment” link on the Main Site.

4.4.4 When making a payment for a policy renewal via the Main Site, you will be taken to have renewed that policy only when:

(a) the Electronic Instruction containing the policy number, premium amount due and payment card details, and an instruction from you to renew the policy, enters and is recorded in the Relevant Database;

(b) LEADWAY receives all required details of a current and valid payment card which you are authorized to use, which is of a payment card type accepted by LEADWAY, and to which LEADWAY is able to charge the premium;

(c) a record is created and stored in the Relevant Database;

(d) a LEADWAY receipt number is generated by the Relevant Database; and

(e) the Relevant Database is updated with information from the payment database.

4.4.5 A binding insurance contract is conditional on LEADWAY being able to successfully charge against your nominated payment card and LEADWAY receiving payment of all applicable renewal amounts due for the policy (or policies) being renewed (either in a single payment or where permitted in instalments).

4.4.6 Where a deferred payment option is available and selected by you, term 5.3 of these Online Terms will additionally apply.

4.4.7 LEADWAY, at its discretion, may or may not issue a paper confirmation of the renewal payment. The existence of a valid payment is not conditional on LEADWAY issuing, or you receiving, a paper confirmation of the transaction.

## **5. LEADWAY's Main Site: payments**

**5.1** All payments for any insurance products, renewals, amendments, claim excess payments or other services purchased via the Main Site (including additional premium or other payments which arise from policy amendments made using LEADWAY's online tools, as described in term 6.6), must be paid in full by clear funds by the due date specified in the relevant confirmation.

**5.2** Except as specifically set out in terms 5.3 or 5.4 below, and unless provided for otherwise, all payments referred to in term 5.1 above are to be made by permitted payment cards (or permitted financial institution account debits, as relevant) at the time of purchase, renewal, amendment or claim excess payment (as the case may be) in relation to the applicable LEADWAY policy or service.

In the case of a payment card transaction, you must therefore provide to LEADWAY details of your permitted current and valid payment card, including:

- (a) Payment card type;
- (b) Name on payment card;
- (c) Payment card number;
- (d) Card verification value (CVV); and
- (e) Expiry date.

In the case of a financial institution account debit, you must provide to LEADWAY details of your permitted current and valid financial institution account, including:

- (a) The name of your financial institution;
- (b) The full name of the account holder; and
- (c) The account number and its Sort Code.

**5.3** When you purchase or renew some LEADWAY policies that are available through the Main Site, you may be offered a deferred payment option. Where this option is available and selected by you, LEADWAY will, in accordance with these Online Terms and the relevant Product Disclosure Statement and terms and conditions of the applicable LEADWAY product or service, issue you with insurance cover (from the cover start date you select) and an account for the full insurance policy premium. Full payment must be made in relation to such insurance cover in accordance with the account payment notice sent to you, and Product Disclosure Statement and the terms and conditions of the applicable product or service, which will always apply. Failure to pay in accordance with these requirements will result in potential cancellation of insurance cover, as permitted by law.

**5.4** If you amend your LEADWAY insurance policy using LEADWAY's online tools such that an additional premium or sum is due, then you may be offered a deferred payment option. Where this

option is available and selected by you, LEADWAY will, in accordance with these Online Terms and the relevant Product Disclosure Statement and terms and conditions of the applicable LEADWAY product or service, send you an account for any additional premium or sum due in relation to the policy amendment(s) selected by you. Please contact LEADWAY if you do not receive this account. Full payment must be made in relation to such policy amendments in accordance with the account notice sent to you, the Product Disclosure Statement and the terms and conditions of the applicable LEADWAY product or service. The amendment to your policy will take effect on the date the amendment is processed via LEADWAY's online tools. However, if you fail to pay the additional premium or charge within the designated period, as stated on your account or otherwise advised, the applicable addition or amendment to your policy for which payment is not received will be cancelled, in accordance with the Product Disclosure Statement and the terms and conditions of the applicable LEADWAY product or service.

**5.5** If you pay your claim excess using LEADWAY's online tools your payment will be processed in accordance with these Online Terms, the relevant Product Disclosure Statement and any other terms and conditions specific to the particular transaction. If you fail to pay your applicable claim excess, whether via LEADWAY's online tools or through another payment method we offer, we may not provide you with the cover or policy benefit you have claimed for. Refer to the relevant Product Disclosure Statement and your Policy Schedule for more information about your claim excess.

## **6. LEADWAY's Main Site: LEADWAY's online tools**

### **6.1 LEADWAY's online tools (which form part of our Main Site) enables you to:**

6.1.1 view, manage and change certain details of certain LEADWAY policy types online ("**policy management**");

6.1.2 lodge a claim online for certain LEADWAY policy or claim types ("**claim lodgement**"); and

6.1.3 view and manage certain claim related information for certain LEADWAY policy or claim types ("**claim management**").

### **6.2 Availability of LEADWAY's online tools**

6.2.1 LEADWAY's online tools are not available, or not fully available, for all of LEADWAY's products, policy types or claim types.

6.2.2 You will need to contact LEADWAY or the relevant issuer in relation to policies or claims you cannot access via LEADWAY's online tools if you wish to make a claim or wish to request transactions or information about any of those policies you hold or claims you have made.



**6.3** The terms in this term 6 are relevant only to those LEADWAY policies for which the relevant functionality is available via LEADWAY's online tools. In addition to the remainder of these Online Terms, the specific terms in this term 6 apply to LEADWAY's online tools.

#### **6.4 Accessing LEADWAY's online tools**

6.4.1 Some of LEADWAY's online tools are only accessible to you if you have "logged in" by providing certain details as requested by LEADWAY on the log-in, registration and/or authentication pages of LEADWAY's online tools, relating to you and/or one of your insurance policies currently held with LEADWAY (collectively, this information is your "**Login**"). You will only be able to "log-in", generate a Login, and use LEADWAY's online tools if you hold at least one current LEADWAY insurance policy or one active claim for which LEADWAY's online tools are available.

6.4.2 You will be required to supply a valid email address to register for LEADWAY's online tools. The username component of your Login will be the email address you select or which you have previously associated with your LEADWAY policy. You should select an email that only you have access to, since we may communicate with you using that address.

6.4.4 You must not provide details of your Login to any other person. You must not allow any other person to use your Login.

6.4.5 You must not use LEADWAY's online tools to access or modify the details of another person or their insurance policy or claim, or make a claim on their policy, without their clear authority. Criminal penalties may apply if you do so.

#### **6.5 Loading your policy details into LEADWAY's online tools**

You may, in relation to any of your current LEADWAY insurance policies which are accessible via LEADWAY's online tools, include details of those policies in LEADWAY's online tools and associate such policies with your Login (each such policy then being a "**Loaded Policy**").

#### **6.6 Amending your policy using LEADWAY's online tools**

During the term of your policy, and using LEADWAY's online tools, you may have the option of adding, removing or amending certain covers, accessories, modifications and other aspects of your Loaded Policy. Any such amendment to your Loaded Policy may result in an additional premium or sum being payable in respect of the amendment. You will be advised if this is the case. Any additional premium must be paid for in accordance with term 5 before the modification to your Loaded Policy takes effect.

#### **6.7 Lodging a claim using LEADWAY's online tools**

When you lodge a claim online using LEADWAY's online tools, we will confirm what next steps will occur and the time they will occur in. Following the lodgment of your claim, we will tell you whether your claim has been accepted, and whether you will need to pay your policy excess. Should you require immediate assistance, you can call us on +234-1-2700700.

#### **6.8 Viewing your claims using LEADWAY's online tools**

When you register for LEADWAY's online tools you will be asked to nominate a current

LEADWAY insurance policy for which LEADWAY's online tools are available. Once you have registered, you will be able to view accessible claim records for that policy. If you hold multiple policies for which LEADWAY's online tools are available, you will be able to use your single Login to view accessible claims from each of those policies, so long as we have permitted your policies to be linked under the same LEADWAY client number.

#### **6.9 Permitted claims transactions using LEADWAY's online tools**

During an active claim displayed within LEADWAY's online tools, you may have the option of changing a vehicle damage assessment booking time, paying your claim excess or completing another permitted transaction. In the case of a claim excess payment term 5 applies. LEADWAY's online tools can take up to 5 business days to update your claim excess payment status.

#### **6.10 Updating personal information using LEADWAY's online tools**

Please be aware that when you use LEADWAY's online tools to view, manage and change your LEADWAY insurance policy, any personal information such as your name, address or insured property details will not automatically update on LEADWAY's claims database. If you would like to update your personal information on your claim, please call us on +234-1-2700700.

#### **6.11 Termination of Access to LEADWAY's online tools**

Term 20 of these Online Terms applies in full.

### **7. LEADWAY Claim Assist Application**

LEADWAY offers an application ("Claim Assist App") which allows LEADWAY vehicle insurance policyholders to collect accident-related information and notify LEADWAY of their intention to make a claim on their policy. The Claim Assist App is not available for home insurance or other non-domestic vehicle LEADWAY policy types. The Claim Assist App is available at no cost from Apple on the App Store, however a user requires an iPhone, iPad or iPod Touch, a valid iTunes account and a working internet connection. The Claim Assist App is also available for Android™ compatible electronic devices from the Google Play™ Store or the Samsung™ app store by way of a valid store account and working internet connection. Additional Terms & Conditions apply to the use of the Claim Assist App and they are accessible when the relevant App is downloaded. If you download the Claim Assist App, your use of it is subject to these Online Terms, insofar as they are relevant, and the additional Terms & Conditions. In the case of any inconsistency between the additional Terms & Conditions and these Online Terms, the additional Terms & Conditions will prevail to the extent of the inconsistency. LEADWAY recommends that Claim Assist App users set up and operate the optional PIN code, which can be accessed within the App. Please be aware that personal information such as your name, address and vehicle, which you save into the Claim Assist App or transmit to LEADWAY as part of your accident notification will NOT automatically update on our record of your LEADWAY policy. If you would like to update your policy's details, please contact LEADWAY directly by calling +234-1-2700700 or sending an email [Leadway@Leadway.com](mailto:Leadway@Leadway.com)

## **8. Find my policy tool, valuation tools, games and other features**

**8.1** Our Online Sites may contain or make available various tools, calculation devices, software programs, games or other features which may assist you in calculating such things as the optimal insurance policy, premium or level of excess. Our Online Sites may also contain other useful information, such as information about the insurance industry.

**8.2** Whilst LEADWAY has undertaken reasonable steps to ensure that any such features or information as described in term 8.1 above are accurate and free from defect, LEADWAY does not warrant the accuracy, adequacy, correctness or completeness of these features, which are provided on an “as is” basis. The use by you of any of these features or any information provided is entirely at your own risk. The monetary figures used by these features in any calculations are estimates only and do not take account of your particular circumstances.

## **9. LEADWAY’s standard terms and acceptance criteria apply**

All enquiries or applications for insurance (including variations of cover) or other products made via any of our Online Sites are subject to and must comply with LEADWAY’s normal acceptance criteria and are governed by the normal terms and conditions applying to each product or service requested.

Whenever you make an enquiry or application for a LEADWAY insurance product you must answer any questions we ask honestly and completely. LEADWAY reserves the right to reduce or deny any claim you make under an LEADWAY policy and/or cancel the policy, if the information you provide us is not honest and complete. If any LEADWAY product requires that you comply with a duty of disclosure, LEADWAY will inform you of this in the application/sale transaction and this will be made clear in the relevant Product Disclosure Statement. LEADWAY reserves the right to reduce or deny any claim you make under an applicable LEADWAY policy and/or cancel the applicable policy, if the duty of disclosure has not been complied with.

## **10. Social media content you submit to our Social Media Sites**

**10.1** When a user of any of our Social Media Sites (“**Social Media Site User**”) submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise (“**Social Media Site User Content**”), the Social Media Site User, unless LEADWAY advises otherwise, licenses and grants LEADWAY, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability. LEADWAY qualifies this term 10.1 by stating that any recruitment application or related correspondence, which is not provided by way of an open public forum or other public process, will be treated by LEADWAY in accordance with the Privacy Statement component of these Online Terms, which begins at term 25.

**10.2** Users agree that they are fully responsible for the Social Media Site User Content they submit. LEADWAY shall not be liable in any way for such Social Media Site User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorize, endorse, approve or support any material submitted by any Social Media Site User. LEADWAY may screen and/or remove and/or request that the third party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.

**10.3** Without limiting any other terms herein, the Social Media Site User agrees to indemnify LEADWAY (and any of its related bodies corporate) for any loss or expense LEADWAY and/or any of its related bodies corporate may suffer in relation to any breach of the above terms.

**10.4** Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 10 which may otherwise infringe their moral rights pursuant to the Nigerian Copyright Act LFN 2004, including LEADWAY or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify LEADWAY (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

## **11. Warranties**

Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, LEADWAY does not warrant the accuracy, adequacy or completeness of Site Content or any Online Site User Content or any Social Media Site User Content, on any of its Online Sites. All information is subject to change without notice. LEADWAY does not guarantee that any Online Site or any Third Party Site will be free from viruses, or that access to any Online Site or Third Party Site will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

## **12. Limitation of liability**

Subject to any responsibilities implied by law and which cannot be excluded, LEADWAY, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Site Content, Online Site User Content, Social Media Site User Content, Third Party Material, third party services, or to access (or lack of access) to an Online Site (or website operated by any member of the Leadway Group) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

## **13. Indemnity**

You indemnify LEADWAY (and any of its related bodies corporate) in respect of any liability incurred by LEADWAY (or any of its related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by LEADWAY (or any of its related bodies corporate) as a result of your breach of these Online Terms or your use of any of our Online Sites.

## **14. No advice**

No Online Site purports to provide you with financial product or investment advice of any kind. The information available via an Online Site does not take account of your particular financial or insurance position or requirements. LEADWAY suggests that you seek independent advice before acting upon any Site Content or any information found on a Third Party Site.

## **15. Availability of an Online Site**

**15.1** Since electronic services are subject to interruption or breakdown, access to an Online Site is offered on an “as is” and “as available” basis only.

**15.2** LEADWAY may impose limits or restrictions on the use you may make of an Online Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Online Terms, LEADWAY may withdraw an Online Site (of part thereof) at any time and without notice to you.

**15.3** Any cost associated with accessing an Online Site is the user’s responsibility and is dependent on the internet or telecommunications service provider used.

## **16. Restrictions on use of an Online Site**

The Site Content contained on any Online Site is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using any of LEADWAY’s Online Sites, you agree to abide by the terms and conditions of use contained in this term and term 17.

You agree that you will not, (either yourself or through any third party):

- (a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("**Automated Process**") to process, monitor, copy or extract any web pages on any of our Online Sites, or any of the information, content or data contained within or accessible through any of our Online Sites, without LEADWAY's prior written permission;
- (b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through any of our Online Sites with information, content or data accessible via or sourced from any third party;
- (c) use any information on or accessed through any of our Online Sites for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
- (d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Online Sites or any transaction or process being conducted on or through it;
- (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any of our Online Sites;
- (f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any of our Online Sites; or
- (g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our Online Sites without LEADWAY's prior written permission.

## **17. No use of any Online Site for unrelated persons**

You must only use our Online Sites (as permitted by their design) to:

- (a) obtain insurance quotes;
- (b) obtain other information relating to the price of insurance cover from LEADWAY;
- (c) conduct insurance related transactions (including using any self-service function via LEADWAY's online tools to manage your insurance policy) or queries;

in respect of insurance cover for you or a member of your immediate family (with their prior consent) or for a commercial enterprise for which you seek bona fide insurance cover.

You agree not to otherwise use any of our Online Sites to obtain insurance quotes, or to obtain other information relating to the price of insurance cover from LEADWAY or conduct insurance-related transactions or queries.

You also agree to indemnify LEADWAY in respect of any liability incurred by LEADWAY for any

loss, cost, damage or expense, howsoever caused, suffered by LEADWAY as a result of your breach of this term 17.

## **18. Third party providers**

Parts of our Online Sites, or the provision of payment processing or other services offered via our Online Sites, may be outsourced to third party providers. These Online Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

## **19. Copyright and trademarks**

**19.1** Copyright in the Material on an Online Site is owned or licensed by LEADWAY.

**19.2** Except where necessary for and incidental to viewing or using the Site Content on an Online Site via your web-enabled browser (whether on a personal computer or on a portable electronic device), or as permitted under the Nigerian Copyright Act LFN 2004 or other applicable laws, no Site Content on an Online Site may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of LEADWAY.

**19.3** LEADWAY and each of its related bodies corporate separately reserve their copyright and all other legal rights with respect to their trademarks, whether registered or otherwise

**19.4** Third party trademarks are trademarks of the respective third parties.

## **20. Termination**

### **20.1 Termination of these Online Terms**

Unless otherwise stated in this term 20, these Online Terms and/or your access to our Online Site(s) may be terminated at any time by LEADWAY. You may terminate your use of our Online Sites at any time. However, all restrictions, licenses granted by you, and all disclaimers and exclusions of and limitations on liability of LEADWAY, will survive any termination. Upon termination you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).

### **20.2 Termination of access to LEADWAY's online tools**

LEADWAY reserves the right to terminate your access to LEADWAY's online tools at any time. You must terminate your access and/or use of LEADWAY's online tools if you are no longer a policyholder or active claimant under the relevant insurance policy accessible via LEADWAY's online tools. You agree to fully indemnify LEADWAY for any cost, loss or damage, however caused, arising from your continued use of LEADWAY's online tools if you are no longer a policyholder or active claimant. You may terminate your access to LEADWAY's online tools at any time upon notice to LEADWAY, which notice must be given to LEADWAY either by calling LEADWAY's e-business team on xxxxxxxx or by emailing [Leadway@Leadway.com](mailto:Leadway@Leadway.com) and providing

sufficient identifying information along with your request. However, such termination will not be effective until notice of that termination is received, processed and acknowledged by LEADWAY. Upon termination for any reason of these Online Terms and/or your access to LEADWAY's online tools, you must not directly or indirectly access or use LEADWAY's online tools. The limitation of liability expressed in term 20.1 also applies to the termination of access to LEADWAY's online tools.

### **20.3 Prohibition on access post termination**

Upon termination of these Online Terms and your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

## **21. Acceptance of and changes to these Online Terms**

**21.1** You acknowledge and accept that your use of an Online Site indicates your acceptance of these Online Terms.

**21.2** These are the current Online Terms. They replace any other terms of use and privacy statement for an Online Site published on any of our Online Sites. LEADWAY may at any time vary these Online Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of an Online Site, by publishing the varied Online Terms on an Online Site. LEADWAY does not have to indicate on an Online Site that these Online Terms have changed, neither is LEADWAY under any obligation to specifically contact or notify you of any variation to these Online Terms. You accept that LEADWAY has provided you with sufficient notice of the variation by making available the current version of the Online Terms on the Online Site you use. By your use of an Online Site after any variation, you are taken to have accepted the new Online Terms.

## **22. LEADWAY's complaints resolution process**

**22.1** If you are dissatisfied with your dealings with LEADWAY in relation to your use of an Online Site please let us know by emailing us at [Leadway@Leadway.com](mailto:Leadway@Leadway.com)

**22.2** We will review your email and contact you with a reply or to ask you for further information, if it's required. If you make a complaint and it is about a LEADWAY insurance policy or insurance claim, you may have additional rights of appeal, such as under LEADWAY's formal dispute resolution process. We will tell you if that is the case. See the "Customer Service" section on our Main Site for more information about how LEADWAY resolves complaints.

## **23. General**

**23.1** An Online Site may be viewed and interacted with by anyone in the world, however age limits may apply to certain Site Content (including the sale or issue of any insurance product), promotions or offers.

**23.2** LEADWAY only offers its insurance products for sale within Nigeria.



**23.3** The law applicable to an Online Site (including LEADWAY's operation of any Social Media Site), and to any complaints arising from an Online Site is the law of the Federal Republic of Nigeria. By using any of our Online Sites you irrevocably submit to the jurisdiction of the courts of Nigeria, unless the complaint relates to an insurance contract in which case relevant state or federal law will apply. By using any of our Online Sites, and except for an insurance contract dispute, you irrevocably submit to the jurisdiction of the courts of Nigeria, and appeal therefrom.

**23.4** Should any term or part of these Online Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

**23.5** You may not rely on the words or conduct of LEADWAY as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of LEADWAY arising under or in connection with these Online Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## **24. Linking to any of our Online Sites**

Unauthorized linking to any part of an Online Site is expressly prohibited. Please contact us if you would like to link to any part of our Online Site(s). Only written permission from us will constitute authorization of a link.

## **25. Our Online Terms Privacy Statement starts here**

**25.1** By using an Online Site you accept that any personal information LEADWAY collects about you will be handled according to terms 25 to 33 of these Online Terms.

**25.2** These Online Terms explain LEADWAY's policy for handling personal information which you may provide to us as you access and/or use an Online Site. LEADWAY encourages you to review these Online Terms periodically as they may be updated from time to time.

**25.3** In addition to the provisions of these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a LEADWAY Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.

## **26. Your Security and Privacy**

**26.1** LEADWAY understands that you, as a visitor or user of an Online Site, are concerned about the security and privacy of information we may gain about you online. LEADWAY is committed to respecting your privacy and, at all times, complies with its obligations under Nigerian privacy law.

**26.2** LEADWAY values the personal information you provide us and will take reasonable precautions to prevent unauthorized access to that information.

**26.3** Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site, that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See terms 10 and 28 for further information about the public display of your content.

**26.4** LEADWAY's Main Site and Mobile Site use the services of the firm xxxxxx to monitor website use. xxxx does not collect any personal information while you use our site(s) and the reports it provides to LEADWAY are of aggregated information only. These reports help LEADWAY to maintain, administer and improve these sites.

## **27. Sending electronic messages to LEADWAY**

**27.1** Unless otherwise stated, when you send LEADWAY an electronic message (whether email or otherwise), the content of your message and any email or machine address is retained by us for only as long as it takes to respond to your inquiry or provide you with what you've requested, unless you provide us with your permission to retain that information for longer or where we believe there is a legal reason to retain the information for a longer period.

**27.2** Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by LEADWAY publicly in accordance with terms 10, 26 and 28. Your information may also be retained by LEADWAY where we believe there is a legal reason to retain it for a longer period.

## **28. Information collected and how we use it**

### **28.1 General Information**

28.1.1 The information we will collect about you will depend on how you use an Online Site.

28.1.2 If you use an Online Site to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.

28.1.3 An Online Site may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may, but generally do not, capture any personal information which you may enter when using these tools.

## 28.2 Personal information submitted to an Online Site

28.2.1 When a user of an Online Site (“Online Site User”), including any Social Media Site User referred to in term 10 above, submits any personal information via an Online Site, whether in the form of text, comments, recordings, images or otherwise (“**Online Site User Content**”) (for the avoidance of doubt, Online Site User Content includes Social Media Site User Content, as far as is relevant in the circumstances), the Online Site User consents to that personal information being collected by LEADWAY and used and disclosed for any purpose permitted by these Online Terms, and otherwise as permitted by relevant privacy laws in Nigeria.

28.2.2 We collect your personal information and use it for the purposes of identifying you, establishing your requirements and providing products or services, setting up and managing our products and services, assessing and managing a claim and understanding your needs and improving our products and services through research, product development and training.

28.2.3 LEADWAY is part of the Leadway Group and we disclose your personal information to all related companies within this Group. The other Leadway Group companies use and disclose your personal information for the purposes described above in relation to any products and services they may provide to them. Other companies in the Leadway Group may also use your personal information for the purposes of providing products and services to other customers, (but will not disclose your personal information to any other customer without your consent).

28.2.4 We may disclose your personal information to and/or collect your personal information from other companies within the Group; any joint ventures where authorized or required; information technology providers, such as hardware/software vendors and programmers; customer or market research organizations; intermediaries such as your agent, adviser, broker, a representative acting on your behalf, other Nigerian Financial Services Licensees, or our own authorized representatives and agents; policy holders, where you are an insured person, but not the policy holder; government, law enforcement or statutory bodies; Financial Ombudsman Service; other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers, and investigative service providers; in the case of a relationship with a corporate partner such as a bank or credit union, the corporate partner and any new incoming insurer; legal, accounting, finance and other professional advisers hospitals, medical and health professionals; administration or business management services; printers, mail service and delivery providers and imaging and document management services.

28.2.5 In the case of personal information which is provided to LEADWAY for public display by a Social Media Site User (this includes any ‘tweet’ you send to LEADWAY on Twitter, which we may “re-tweet” to other Twitter users), LEADWAY may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 10 for what other uses and/or disclosures LEADWAY may make of a Social Media Site User’s personal information and what limits it imposes.

28.2.6 LEADWAY may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require LEADWAY to disclose an Online Site User's personal information to one or more third parties, including but not limited to agents or external service providers.

28.2.7 If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. LEADWAY is not responsible to you for the information handling practices of any such third party, including any host website or service provider.

28.2.8 Where practical we will collect your personal information directly from you. Generally, we may collect personal information about you when you deal with us by email, letter, phone, in person at vehicle repair Centre or other location.

### **28.3 Security of personal information submitted to our Main Site**

28.3.1 All personal information you provide to our Main Site, Mobile Site and/or our Competition Site over the internet while inquiring about or obtaining an insurance quotation, or entering a promotion (as relevant) is passed through a secure, encrypted connection. The secure connection is over a protocol called secure sockets layer (SSL). LEADWAY uses the strongest form of SSL encryption (128-bit), which provides a very high level of protection against unauthorized access in order to prevent unauthorized persons from reading the information you send to LEADWAY while it is in transit over the internet. Once your personal information has been received at our Main Site, Mobile Site (as relevant), we take all reasonable precautions to securely pass that information to the LEADWAY mainframe computer or to another member of the Leadway Group on behalf of LEADWAY, or in the case of a promotion, to our secure promotion database. These mainframe computers are not directly accessible through the internet, nor is our promotion database. No details you provide to us are stored on a web server.

28.3.2 When you make an online payment on one of our Online Sites your payment card number will be passed in a secure manner between our Online Site and one or more third party providers, such as the issuer of your payment card. Your payment card number will be recorded in a mainframe computer operated by LEADWAY or by another member of the Leadway Group on behalf of LEADWAY, and will not be transmitted over the internet to payment card providers or payment providers. Neither LEADWAY nor any payment provider we allow will store your payment card details on any web server. If your payment card number is stored it will only be for LEADWAY or financial institution record keeping purposes (or otherwise as required by law), and then it will be stored with an even higher level of encryption.

## **28.4 Personal Information submitted to LEADWAY for recruitment purposes**

28.4.1 As part of our recruitment process, we will gather information on your background, including personal information that you include on your application or resume, such as your name, mailing address, telephone number, email address, career history, details of any competency tests or other information relating to your career.

28.4.2 In some circumstances, we may also collect sensitive information about you such as information about your membership of a professional or trade association or trade union; security clearance or any criminal record(s) or charges you may have had filed against you. When we need to collect this type of information, we will obtain your consent. If it is provided to us by way of your initial application, then your consent for us collecting it will be inferred.

28.4.3 There may be occasions when we obtain personal information about you from a third party; for example, when receiving the results of a psychological or competency test or assessment centre results. When we need to collect this type of information, we will obtain your consent prior to you taking part in the exercise.

28.4.4 In relation to the collection of personal information regarding references, we will not approach any referees without your specific permission or knowledge.

28.4.5 Please be aware, if you do not provide LEADWAY with the information we require, we may be limited in our ability to consider you for employment.

28.4.6 Unless permitted by law, we will only use your personal information collected in relation to recruitment for the primary purpose of employment with LEADWAY.

28.4.7 Should LEADWAY engage/employ third party contractors or vendors to perform recruitment services for us, which involve handling your personal information, we will take reasonable steps to prohibit these parties from using your personal information except for the purposes for which it was supplied.

28.4.8 In instances where LEADWAY engages a third party recruitment agency to assist with our recruitment efforts, we will ensure that their privacy policy commitments compliment ours.

## **29. Entering a promotion via an Online Site: collection and use of information**

**29.1** If you decide to enter a promotion that is made available or otherwise advertised on an Online Site, you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.

**29.2** If a promotion's terms and conditions include opting into the promoter's marketing communications, you can change your mind and unsubscribe (subject to any specific restrictions for

the relevant promotion) by contacting the promoter on the contact details provided in their promotional terms.

## **30. Your privacy rights and complaint resolution**

**30.1** If LEADWAY has collected your personal information through your use of an Online Site, then you have a right to access, update or correct that personal information, with some limitations as permitted by Nigerian law. You also have the right to make a complaint about your privacy. You should direct any information access or correction request or privacy concern relating to your use of an Online Site as follows.

For LEADWAY home, contents, travel and motor vehicle insurance:

Email us [Leadway@Leadway.com.au](mailto:Leadway@Leadway.com.au) or call us on xxxxxxxx or write to us at:

**30.2** We will review your correspondence or request and contact you with a reply or to ask you for further information, if it's required. We respect your legal right to access and correct your personal information and will respond to your request within a reasonable time. We will ordinarily not charge you a fee to access your personal information, however in some circumstances we may elect to charge you a reasonable fee for access, as permitted by law.

**30.3** If you make a complaint about your privacy you may have additional rights of appeal, such as under LEADWAY's formal dispute resolution process. We will tell you if that is the case. See the "Customer Service" then "Consumer Appeals" tabs on our Main Site for more information about how LEADWAY resolves privacy complaints.

## **31. Third Party Sites (including third party social media sites)**

Our Online Sites may contain links to Third Party Sites (see term 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.

## **32. Cookies**

**32.1** Our Online Sites use "cookies" as a fundamental part of their interaction with your internet browser. Cookies enable LEADWAY to provide you with a superior, customer-oriented service. A "cookie" is a small text file placed on your computer by our web server. A cookie can later be retrieved by LEADWAY's website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.

**32.2** We use cookies on our Main Site to enable the online insurance quotation and purchase processes. Therefore, if you wish to make full use of the Main Site, or any of our other Online Sites, it is recommended that you accept cookies. Cookies may also be used to collect and use information

for a range of purposes, including; maintaining and improving the operation of internet sites across the Leadway Group; to track user preferences and product requirements to customize Leadway Group internet sites, and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.

**32.3** Third Party Sites such as social media sites which host our Social Media Sites may also use cookies. You should refer to their respective terms or use and privacy policies for details.

### **33. The personal information of other people**

You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to LEADWAY via an Online Site, including any Social Media Site. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant Australian privacy laws. If you are not sure whether the other person would agree with you providing their personal information to LEADWAY, please exercise caution and DO NOT provide it to us.

**These Online Terms are dated 11 February 2014.**