



CONSOLIDATED HALLMARK INSURANCE PLC
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(FORMERLY IKORODU ROAD)
OBANIKORO - LAGOS.

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0700CHINSURANCE

IMPORTANT

It is important that the Insured reads the Policy terms, Provisions and Conditions and return the same for rectification within ten days. The Policy is not transferable from the insured to any other person unless the Company's written consent has been obtained.

This Policy is issued subject to the statutory provisions on premium payment (No advance payment of Premium, No validity of Cover)



BURGLARY INSURANCE POLICY

Whereas the Insured has applied to the Company by a proposal and declaration which is declared to be the basis of this contract and is deemed to be incorporated herein and has paid the Premium as consideration for the insurance hereinafter contained

Now therefore this Policy witnesseth that if at any time during the Period of Insurance the Property Insured or any part thereof belonging to the Insured or held by the Insured in trust or on commission and whilst contained within the premises (which expression shall unless otherwise specifically provided include the offices communicating therewith but shall not include any garden or out-building or other appurtenances occupied by the Insured) shall be lost through Burglary or Theft, but only if accompanied by actual forcible and violent breaking into or out of, or any attempt thereat, or if there shall arise any Damage to the Property Insured or to the Premises falling to be borne by the Insured and which shall be due to any such Burglary or Theft or attempt thereat.

Then subject to such evidence being afforded by the Insured as shall satisfy the Company that the property in respect of which a claim is made has been actually lost or damaged by Theft as aforesaid and subject to the terms, provisions, exceptions, conditions and endorsements of this Policy (hereinafter collectively referred to as the Terms of this Policy) the Company will indemnify the Insured in respect thereof by payment, reinstatement, replacement, or repair at the option of the Company to an amount not exceeding in respect of each or any of the several Items specified in the Schedule the sum or sums set opposite thereto respectively or in the aggregate the Total Sum Insured.



EXCEPTIONS

This Policy does not cover loss, destruction or damage:

- (a) directly or indirectly occasioned by or through or in consequence of, occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, strike, civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or loot, sack or pillage in connection with any such occurrence;
- (b) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, nor any consequential loss, and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
- [c] directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
- (d) where any of the Insured's family or domestic or business staff or any person lawfully on the Premises is concerned as a principal or an accessory;
- (e) during the progress of or following upon fire or explosion, or otherwise which can be insured against by a fire insurance policy;
- (f) which can be insured against by a glass insurance policy, but this exception shall not apply if the Premises are used exclusively for residential purposes;
- (g) to property more specifically insured;
- (h) to livestock, money, cheques, travellers' cheques or securities for money, share certificates, bonds, promissory notes, tickets, stamps and stamp collections, coin collections, medals, business books, books of account, plans, specifications, blue prints, mould, deeds, bills of exchange, documents of title to goods, contracts or other legal documents, or documents of any other kind;



- (i) where the Premises are used exclusively for residential purposes, property of the Insured's guest or any person normally residing with him unless specifically described in the Policy Schedule
- (j) Loss or damage of motor vehicles, trailers, boats, ships
- (k) Contents from the safe following the use of a key to gain access to the safe or any duplicate thereof belonging to the Insured unless such key has been obtained by violent means.
- (l) Any consequential loss or legal liability arising from or consequent upon any loss or damage due to burglary or theft or any attempt thereat;
- (m) losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
- (n) Damage to glass neon lights and sign boards except stated as forming part the insured premises and included in the sum insured

PRIVILEGES

In respect of Premises used exclusively as a private residence the indemnity shall, subject to the Terms of this policy extend to cover loss, destruction or damage to the Property Insured or any part thereof occurring within the Geographical Area whilst:

- (a) contained within any domestic offices, stables, garages and/or outbuildings forming part of the Premises;
- (b) in any private dwelling house, hotel, inn, club, boarding or lodging house (other than the Premises) in which the Insured or any member of the Insured's family at the time of the loss, destruction or damage is temporarily residing;
- [c] temporarily contained within any other occupied private dwelling house;
- (d) in the custody of a bank or safe deposit.



CONDITIONS

On general matters affecting the contract:

1. This Policy with its schedule and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part thereof shall bear the same meaning wherever it may appear.
2. The due observance of the Terms of this Policy by the Insured insofar 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 and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any misstatement in or omission of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this policy and no waiver of alteration to or change in the Terms of this Policy shall be valid unless made in writing and signed by the Attorney of the Company or by an authorised Official of the Company.
3. The Insured shall take all ordinary and reasonable precautions for the safety of the Property Insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong rooms and premises while such property is contained therein. If the Property Insured shall include Items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the Premises, and such record shall be regularly entered up as soon as such purchases, sales or deliveries shall have taken place.
4. Every notice or communication required to be given by the Insured:
 - (a) shall be in writing, or if made verbally shall be confirmed immediately in writing;
 - (b) shall be given to the Office or Agency of the Company named in the Policy or in case of necessity to any Office of the Company or in accordance with any specific arrangements which may have been indicated to the Insured.



On procedure in the event of loss, destruction or damage to the Property Insured.

5. In the event of any happening, which may give rise to a claim under this Policy, the Insured shall:
- (a) give immediate notice in writing to the Company;
 - (b) give immediate notice thereof to the Police or equivalent authority;
 - [c] take all practicable steps towards the discovery and punishment of any guilty person and to trace and recover any of the insured property which may have been stolen;
 - (d) as soon as possible and in any case within fourteen days of the event giving rise thereto at his own expense deliver to the Company a claim with full particulars of the circumstances of the event, the property affected, the value thereof and of the loss or damage thereto;
 - (e) furnish all such vouchers, proof, explanation and other evidence as may reasonably be required by the Company together with a statutory declaration if required in verification of the claim,
 - (f) at the expense of the Company, give the Company all such assistance as they may reasonably require with a view to the recovery of property stolen or to preserve and enforce any rights the Insured may have against any Police or other authority or against anyone in respect of any loss whether it has or has not been paid or made good by the Company.

If such a claim be in any respect fraudulent or any fraudulent devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy such benefit hereunder and all moneys paid in respect thereof shall be forfeited.

6. The Company may at any time after the occurrence of loss or damage to the Property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage, and this Policy shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company. No



property shall be abandoned to the Company.

On assessment of the amount of the claim for settlement:

7. If at the time of the happening of any loss or damage covered by this Policy the property insured shall be collectively of greater value than the total sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. When any item of the property insured shall be described as subject to average, this clause shall apply as if a separate insurance had been granted thereon.
8. If at the time of any loss or damage to any property hereby insured there shall be any other insurance effected by or on behalf of the Insured covering any of the property which is the subject of a claim hereunder, the Company shall not be liable for more than its rateable proportion thereof.

On reinstatement after settlement of a claim:

9. All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the Property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

On renewal and cancellation.

10. The Company shall not be bound to send any notice of the renewal premium becoming due, nor to renew this Policy. The Company may at any time by giving seven days' notice to the Insured in writing by registered or recorded delivery letter posted to the address of the Insured as last known to the Company cancel this policy as from the date of expiry of such notice in which event the company shall on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the policy.

On arbitration procedure in the event of dispute.

11. If any difference shall arise as to the amount to be paid under this policy



(liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.



MEMORANDA ATTACHING TO AND FORMING PART OF BURGLARY INSURANCE POLICY NO..... ISSUED IN THE NAME OF VINO XXXXXXXXXXXXXXXXXX

MEMO 1: AIRCONDITION WARRANTY

Warranted that where Air conditioner(s) is/are installed in the premises described in the schedule of the within policy, such Air conditioner(s) shall be is/are protected from Exterior wall by iron grills of adequate strength, otherwise the Company shall not be liable for any loss of or damage to the property insured where entry or exit from the premises is gained through the Air-conditioner's

MEMO 2: AUTOMATIC REINSTATEMENT OF SUM INSURED AFTER A LOSS

If this insurance be reduced by the amount of any claim paid, it is agreed to reinstate such amount by the payment of a pro rata premium so that this insurance is always maintained at the sum insured, the reinstatement has to take effect immediately upon the occurrence of any loss and the charges therefore to be made from the date of such loss but nevertheless the company's liability thereon shall never be more than the sum insured in respect of anyone loss or occurrence or series of losses or occurrences arising out of one event.

MEMO 3: DOCUMENTARY EVIDENCE WARRANTY

It is warranted during the currency of this policy that in the event of a claim for loss arising under this policy the insured will produce Documentary Evidence in form of purchase receipts of the value of the articles held immediately prior to the happening of the loss.

MEMO 4: EXCESS CLAUSE

It is hereby declared and agreed that the company shall not be liable for the first ₦.....or 10% of claim whichever is greater.

MEMO 5: PROTECTION CLAUSE

It is an expressed condition of this policy that locks, bolts, bar fastening and other protective devices in the premises shall be maintained in efficient working order throughout the currency of this policy and shall be operated whenever the premises are left unoccupied.



MEMO 6: RIOT, STRIKE AND CIVIL COMMOTION CLAUSE

It is hereby declared and agreed that based on payment of additional premium by the Insured, this policy is hereby extended to cover loss, destruction or damage due to riot, strike and civil commotion.

MEMO 7: SECURITY LIGHT WARRANTY

Warranted that security light shall always be on at night and whenever the premises are unoccupied.

MEMO 8: SINGLE ARTICLE LIMIT

It is hereby declared and agreed that during the currency of this policy, that no one article shall be deemed of greater value than 5% of the sum insured unless such article is specifically declared as a separate item.

MEMO 9: TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy, any endorsement thereto, this policy does not cover any Loss, Damage or Expenses of 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 of dangerous to human life, tangible property or infrastructure with the intension 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.

MEMO 10: INVENTORY CLAUSE

It is understood and agreed that during the currency of this policy the Insured shall keep an inventory showing the value of each of the property covered by this policy.



MEMO 11: WATCHMAN'S WARRANTY

It is hereby warranted by the insured and it is a condition precedent to liability under this policy that Watchmen be employed and be maintained at the within mentioned premises at all times (both day and night).

MEMO 12: PREMIUM PAYMENT WARRANTY

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 subject to the provisions of section 50 (1) of insurance Act 2003.

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