



CONSOLIDATED HALLMARK INSURANCE PLC
CONSOLIDATED HALLMARK HOUSE,
266, MOSHOOD ABIOLA WAY
(FORMERLY IKORODU ROAD)
OBANIKORO - LAGOS.

www.chiplc.com

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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)

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



HOUSEHOLDER'S CONTENT INSURANCE POLICY

WHEREAS the Insured, by a Proposal and Declaration 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 the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that

In respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this policy).

INSURANCE OF CONTENT

The Company will, subject to the Limits of Liability, indemnify the Insured against:

Loss of or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

EXCEPTIONS

The Insurance by this section does not cover:-

- (a) loss or damage or destruction caused by wear and tear (this does not apply to loss or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container) mechanical derangement, moths, insects, vermin, any process of cleaning, ironing, restoring or repairing, the action of light, atmosphere conditions or any gradually operating cause
- (b) breakage of glass, the over-winding, denting and internal damage of watches
- (c) breakage of articles of a brittle nature other than jewellery unless such breakage is caused by persons committing theft as herein before defined
- (d) loss or damage arising from delay, confiscation or detention by Customs or other Officials or Authorities
- (e) in so far as this Section relates to revolvers, guns or other firearms loss or damage by rusting, bursting or derangement
- (f) in so far as this Section relates to cameras, projectors or other photographic apparatus
 - i. such property used for business, professional or trade purposes



- ii. loss or damage attributed to the application of electrical energy or the breakage of electrical bulbs or tubes used in conjunction with such apparatus.
- (g) The first 5% of any claim in respect of property not separately specified

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
 - (c) an Excluded Peril

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the insured.

2. except as provided for under Insured Peril (3), any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Buildings or the Contents by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the Buildings are situated.
3. any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (a) nuclear weapons material
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this general Exception 3 (b), combustion shall include any self-sustaining process of nuclear fission.
4. consequential loss or damage of any kind.



LIMITS OF LIABILITY

Limits of the Company's Liability

The limit in respect of loss or damage occurring during any one Period of Insurance is the sum insured of N1million.



INSURED PERILS

1. **FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE**
2. **EXPLOSION**
3. **RIOT AND STRIKE** which for the purpose of this policy shall mean:
 - (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an Excluded Peril.
 - (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
 - (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence of any such act.
4. **AIRCRAFT OR OTHER AERIAL DEVICE** or any article dropped there from.
5. **BURSTING OR OVERFLOW OF WATER TANK, APPARATUS OR PIPE**
6. **THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREKING** into or out of a Building or any attempt thereat.
7. **IMPACT WITH THE BUILDINGS** by any road vehicle, horse or cattle not belonging to nor under the control of the insured or any member of his family normally residing with him.
8. **EARTHQUAKE OR VOLCANIC ERUPTION**
9. **HURRICANE, CYCLONE, TORNADO, OR WINDSTORM**, including Flood or Overflow of the Sea occassioned thereby,

EXCLUDED PERILS

- (a) As regards Insured Perils (2) and (3) only - **ANY ACT OF ANY PERSON** acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
- (b) **HURRICANE, CYCLONE, TORNADO OR WINDSTORM** as regards any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), awnings, blinds, signs, external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.

(See also the General Exceptions)



CONDITIONS

1. This Policy and the Schedule shall be read together and any word or expression to which specific meaning has been attached in any part of the Policy or the Schedule shall bear such meaning wherever it may appear.
2. The Insured shall:
 - (a) use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the insured has failed to remedy after having received notice of such defect either from the Company or any person or public body., and
 - (b) exercise all reasonable precautions for the maintenance and safety of the property insured under section II.
3. In the event of any happening which may give rise to a claim under this policy, the insured (or in the case of a claim under Section V the insured's personal representatives):
 - (a) shall give immediate notice in writing to the Company
 - (b) if there has been theft or any attempt thereat, shall give immediate notice to the police
 - (c) shall at his (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section I or II not later than thirty days after the occurrence or the loss or damage
 - (d) if a claim may arise under Section IV, shall send to the Company any writ, summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings
 - (e) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
 - (e) shall give the Company all such information as the Company may reasonably require.



4. The Company shall be entitled:
 - (a) on the happening of any loss or damage for which indemnity is provided under Section I or II to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company.
 - (b) to undertake in the name and on behalf of the insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.
 - (c) to pay at any time to the insured the Limit of Liability under Section IV or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that section in connection with such claim or claims except for costs and expenses recoverable from the insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
5. If at the time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this policy there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
6. If either the Buildings or the Contents shall at the time of any loss or damage for which indemnity is provided under section I or II be of greater value than the Sum Insured thereon then the insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the amount of such loss or damage accordingly and every item of the Buildings and of the Contents shall be separately subject to this condition.
7. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on his behalf to obtain any benefit under this policy, all benefit hereunder shall be forfeited.
8. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the insured. Further the Company shall not be bound by any passing of the interest of the insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the



insured shall give no right of claim hereunder to such person, the intention being that the insured shall in all cases claim for and on behalf of such person and the receipt of the insured shall in any case absolutely discharge the Company's liability hereunder.

9. This policy may be cancelled at any time at the request of the insured in writing to the Company and the premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The policy may also be cancelled by the Company by thirty days notice given in writing to the insured at his last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
10. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was so appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared and it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage, if disputed, shall be first obtained.



**ENDORSEMENTS ATTACHING TO AND FORMING PART OF COMPREHENSIVE
HOUSEOWNERS INSURANCE POLICY NO: ISSUED IN
THE NAME OF**

MEMO 1: ELECTRICAL CLAUSE

The Company is expressly declared to be free from liability for loss of or damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatsoever cause (lightning included) arising.

PROVIDED that this exemption shall only apply to the particular electrical machine, apparatus, or portion of electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

MEMO 2: EXCESS CLAUSE

It is hereby declared and agreed that the company shall not be liable for the first 5% of each and every claim.

MEMO 3: FIRE EXTINGUISHER WARRANTY

It is warranted that fire extinguishers shall be installed and notice of such purchase and erection shall be given to the Insurer. Installed extinguishers shall be maintained in good and efficient working conditions and same shall be serviced by the manufacturers or their agents at least every six months

MEMO 4: HAZARDOUS GOODS

It is warranted that during the currency of this Policy and a condition precedent to any liability of the Insurers that no hazardous goods and petrol and its liquid products be stored in the said building except as contained in the reservoir or tanks of Motor Vehicles therein, the vehicle reservoir/tank must not be opened or filled.

This warranty prevents the Insured from leaving petrol, which is highly hazardous liquid carelessly in the open, and from any source of ignition.

MEMO 5: COOKING WARRANTY

Warranted that cooking is allowed only in that portion of the premises set apart for such purpose.

MEMO 6: 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 7: AIRCONDITIONER 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-conditioners hole.

MEMO 8: PROTECTION WARRANTY

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 9: POLITICAL RISK EXCLUSION CLAUSE:

This policy does not cover any loss or damage occasioned directly or indirectly by; or through, or in consequence of any of the following occurrences; namely:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not, civil war)
2. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of government de jure or de facto or by any public authority.
3. Mutiny, civil commotion, military 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.
4. Any riot, strike or public disorder or any act or activity, which is calculated or directed to bring about public disorder unless riots and strike extension is endorsed on the policy and then only to the extent stated.
5. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or
6. economic change or in protest against any state or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
7. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items 4 and 5 above.
8. Plundering, looting, war, pillage in connection with riots and /or civil commotion. For the purpose of items 4,5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out or strike shall not be excluded.



MEMO 10: FIRE BRIGADE CLAUSE

It is hereby declared that:-

- (1) Following an outbreak of fire at or adjacent to the premises at which the property insured is situated, the insurers will reimburse the insured with costs reasonably incurred in preventing, controlling or extinguishing such fire affecting (or threatening to affect the property insured in circumstances which have or could have) given rise to a valid claim under the policy.
- (2) If any municipality or local authority is duly empowered to charge the insured, by virtue of their ownership or occupation of the property with the cost to fire brigade services rendered in extinguishing a fire or with the cost of water used in such extinguishments the charges so raised will be reimbursed to the insured by the insurers provided that the total amount recoverable under any item of this policy does not exceed the sum insured thereby.

MEMO 11: REINSTATEMENT VALUE CONDITIONS CLAUSE:

It is hereby declared and agreed that in the event of the property insured under item(s) 1 of the within policy being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated shall be the cost of replacing or reinstating in the same site property to the same kind and type but not superior to or more extensive than the Insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in-so-far as the same may be varied hereby:

SPECIAL PROVISIONS:

- (1) The work of replacement of reinstatement which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage, or within such further time as the Insurers may (during the said twelve months) in writing allow; otherwise no payment beyond the amount which would have been payable under policy if this memorandum had not been incorporated therein shall be made.
- (2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Insurers shall not be liable for any payment in excess of the amount which have been payable under the policy if this memorandum had not been incorporated therein.
- (3) If at the time of replacing or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any destruction of or damage to such property by any other peril insured against by the policy then the Insured



shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provisions

- (4) This memorandum shall be without force or effect if
- (a) The Insured fails to intimate to the Insurers within six months from the date of destruction or damage or such further times as the Insurers may in writing allow, his intention to replace or reinstate the property destroyed or damaged;
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

MEMO 12: REINSTATEMENT OF SUM INSURED AFTER A LOSS

In the event of loss or damage, the Insurance hereunder shall notwithstanding be maintained in force during the currency for the full sum insured, the Insured undertaking to pay an additional premium at an agreed rate on the amount of the loss pro-rata from the date of such loss or damage to the expiry of the current period of insurance.

MEMO 13: 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 dangerous to human life, tangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

MEMO 14: RIOT, STRIKE & LOCK-OUT (EXCLUDING RELIGIOUS AND COMMUNAL DISTURBANCE):

This policy covers damage directly caused by:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not.)
- (b) the act of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbances



- (c) the willful act of any strike or locked-out worker done in furtherance of a strike or in resistance to a lockout
- (d) the act of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any act.
- 1 Notwithstanding the aforementioned, the policy shall not be deemed by virtue of this extension to include the following:
 - i acts of terrorism committed by any person or persons acting on behalf of or in connection with any organization.
 - ii The malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter or locked-out worker in furtherance of a riot or strike in resistance to a locked-out.
 - iii Communal and/or religious disturbances.

For the purpose of this exclusion:

- (a) Communal disturbance shall mean any act of public disorder directed at, or in retaliation against any ethnic or tribal group committed by any organization. For the purpose of this definition, communal disturbance shall include intra-ethnic/tribal conflicts.
- (b) religious disturbance shall mean any act committed by any religious group or groups in pursuance of certain belief or faith resulting in any loss, damage to or destruction of the property insured.

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

- 1. Furthermore, the Company shall not be liable in respect of:
 - (I) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
 - (ii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - (iii) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - (iv) damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building; provided nevertheless that the Company is not relieved under item 2(iii) or 2(iv) above of any liability to the Insured in respect of physical damage to the property Insured occurring before dispossession or during temporary dispossession.



MEMO 15: GOOD MANAGEMENT HOUSE KEEPING WARRANTY

It is warranted that the premises should be kept tidy at all times and all waste materials should be disposed immediately.

MEMO 16: SURVEY AND INSPECTION WARRANTY

It is warranted that the Insured shall on request allow any authorized representative of the Company to carry out necessary survey/inspection of the property or any other pre-loss investigation for the purpose of sighting and advising on risk management measures.

The due observance and implementation of the risk improvement measures shall be a condition precedent to the liability of the Company.

MEMO 17: SECURITY LIGHT WARRANTY

It is warranted that a Security Light shall always be on at night and whenever the premises are unoccupied.

MEMO 18: NIGHTWATCHMAN WARRANTY

It is warranted that a watchman be always in attendance at night and whenever the premises are unoccupied.

MEMO 19: NO PREMIUM NO COVER

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.