



IMPORTANT

This Policy and its Conditions should be examined, and if incorrect returned at once for alteration.

Every change affecting the risks insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be of effect. The Policy is not transferable from the insured to any other person unless the Company's written consent has been obtained.

In the event of any loss or damage notice should be given **IMMEDIATELY** to:

**CONSOLIDATED HALLMARK INSURANCE PLC
CORPORATE HEAD OFFICE: 266, IKORODU ROAD,
OBANIKORO, LAGOS.**

E-mail: info@chipc.com

Website: www.chiplc.com

Customer Service Hotline:

0700CHINSURANCE (070024467872623)

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



GOODS -IN-TRANSIT INSURANCE POLICY

WHEREAS the Insured carrying on the business described in the schedule and no other for the purpose of this insurance by a proposal which shall be the basis of this contract and be held as incorporated herein has applied to the **CONSOLIDATED HALLMARK INSURANCE PLC** (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of loss or damage occurring during the period of insurance or during any subsequent period for which the Company may accept payment for the renewal of this policy.

THE COMPANY AGREES subject to the terms, provisions, conditions and exceptions contained herein or endorsed hereon to indemnify the Insured against Loss, destruction or damage to property as described in the schedule whilst:

- a) being loaded into or carried by road or unloaded from any vehicle(s) ,
(Insured's own and/or Hired vehicle(s))
- b) Being loaded in to or carried by rail or unloaded from any railway wagon
- c) and/or whilst temporarily housed in ordinary course of transit anywhere
in Nigeria

caused by any accident or misfortune of a fortuitous character other than a cause specifically excluded by this policy. The company will by payment, replacement or repairs and subject to the limits of this policy as set out in the schedule hereto indemnify the insured in respect thereof.

PROVIDED ALWAYS that the liability of the Company under this policy shall not exceed in respect of any one vehicle or trailer or any loss or series of losses arising out of one event or in the aggregate the respective sums specified in the schedule hereto.

CONDITIONS

[1] It is a condition precedent to any liability on the part of the Company under this policy

- (a) that the terms provisions conditions and endorsements hereon so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and



(b) that the statements made and the answers given in the proposal herein before referred to are true and complete.

- [2] The Insured shall take all reasonable measures:
- {a} to maintain in efficient condition any vehicle in his ownership or control including the maintenance and use of an efficient spark-arresting device where the motive power of the vehicle is steam
 - {b} to protect the loads covered by this policy from loss or damage
 - {c} to ensure that any vehicle to be employed is suitable for the purpose for which it is to be used.

The Company shall at all reasonable times have free access to examine any vehicle as aforesaid.

- [3] The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within seven days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or pilferage he shall also give immediate notice to the Police.

The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

- [4] The Company shall be entitled:
- [a] on the happening of any loss or damage to take and keep possession of the property hereby insured and to deal with salvage in a reasonable manner and this policy shall be proof of leave and license for such purpose, but property shall not be abandoned to the Company.
 - [b] to repair or replace the property or any part thereof for which it may be liable under this policy instead of making good the loss or damage by payment to the insured in money and reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this policy
 - [c] 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 secure indemnity from any third party in respect of anything covered by this policy.

- [5] If at the time of the happening of any loss or damage covered by this policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not then the Company shall not be liable to pay more than its proportionate share of the loss or damage.

If the other subsisting insurance shall be of a more specific character then this policy shall not insure the property more than the specifically insured except as regards any excess of value beyond the amount of such more specific insurance

- [6] If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on his behalf to secure any benefit under this policy all benefit hereunder shall be forfeited.

- [7] If at the time of any loss thereof or damage thereto the total value of insured property on the vehicle conveying it shall be greater than the sum insured in respect of property on such vehicle (as shown in the schedule hereto) then the insured shall be deemed his own insurer for the difference and shall bear a proportionate share of the loss or damage accordingly.

- [8] The Company shall not be bound to renew this policy and may terminate it at any time on giving seven day's notice to the Insured and thereupon the Insured shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired term of the policy. This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the notice.

- [9] All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not



within three calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall not thereafter be recoverable hereunder.

- [10] Where this policy has been issued on a restricted basis, as indicated on the schedule, only losses under the following defined circumstances occurring to the goods while in transit shall be covered:
- a. fire;
 - b. accidental collision, impact, overturning, jackknifing or derailment of the conveying vehicle or conveyance; and
 - c. theft consequent upon accidental collision or overturning of the carrying vehicle or conveyance.

EXCEPTIONS

Except so far as the Company shall by endorsement hereon have agreed to the contrary this policy does not insure against: -

- [a] loss or damage caused by explosives or goods of a dangerous nature carried by the vehicle
- [b] loss or damage due to wear and tear or moths or vermin or due to depreciation or deterioration not arising from the consequences of fire or accidental damage.
- [c] any consequential or indirect loss, delay, loss of market, deterioration and change by natural causes
- [d] any loss or damage directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, strike riot civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
- [e] loss or damage to deeds bonds bills of exchange promissory notes money securities for money stamps documents of title to property precious stones jewellery explosives or goods of a dangerous nature



- [f] Breakage of china glass, earthenware tiles, and tiled fire-places; marble clocks, scientific instruments, pictures, works of art and the like unless caused by
 - [1] an accident to the vehicle in which such property is being carried or
 - [2] an accident occurring in the course of loading or unloading of the vehicle in which such property is to be or has been carried or
 - [3] any object falling into the vehicle in which such property is being carried
- [g] loss or death of or injury to livestock
- [h] loss, destruction or damage through dishonesty, fraud, theft or pilferage committed, assisted or connived at by the insured's employees, directors, servants or hired conveyance owner, employee, directors, servants or attendants.
- [i] Carriage of bullion cash, bank notes, bonds, promissory notes, bills of exchange, deeds, stamp and documents of title to property, gold, silver and platinum articles, jewellery, precious stones, watches and furs.
- [j] Goods accompanying commercial travelers
- [k] Goods arriving directly from overseas by air or sea where the Marine cargo insurance policy is arranged on "All Risks" (warehouse to warehouse) basis.
- [l] Disappearance of the goods and /or conveyance except where the insured is able to prove armed attack on the driver and the attendant
- [m] loss established through clerical errors, diminution in weight, volume or value
- [n] Ordinary leakage, loss in weight or volume or inherent vice of the goods
- (o) Mechanical, electrical or electronic breakdown or malfunction of goods where there is no external evidence that an event insured against has occurred;
- (p) Fines, penalties or punitive damages.
- (q) Expropriation that is, the lawful seizure, confiscation, nationalization or requisition of the goods by the appropriate government agency



MEMORANDA ATTACHING TO AND FORMING PART OF GOODS – IN – TRANSIT INSURANCE POLICY.

MEMO 1: BREAKDOWN CLAUSE

It is warranted that in case of breakdown of the conveying vehicle, the vehicle must be towed to a securely locked garage or guarded Security Park and in no case will the vehicle be left unattended to.

MEMO 2: DAMAGE BY RAIN WARRANTY

It is hereby warranted that the insured goods shall be adequately protected by use of Tarpaulin against damage or destruction by Rainfall, Rainwater or storm.

MEMO 3: DECLARATION WARRANTY

The premium on this policy shall be calculated on the total value of the Goods- in Transit during each period of Insurance and the premium for the first period of Insurance has been calculated on the estimated total value of the Goods- in transit as stated in the schedule of this policy.

The Insured shall keep an accurate record of all Goods- In transit and time records, and shall supply to the Company an accurate account of all Goods- in Transit during each period of insurance within seven days after a monthly trip and one month after the expiry of such insurance period. And if the total value of all such Goods- in Transit shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the company or by a refund by the company as the case may be (Subject to a minimum of 75% of the premium being retained by the company).

MEMO 4: DROPPING OFF EXCLUSION CLAUSE

It is warranted that this policy excludes any dropping off of goods from any conveyance not due to any accident to the conveyance or the materials either forming part of the conveyance or brought in to fasten the goods.

MEMO 5: HAZARDOUS GOODS CLAUSE

It is hereby understood and agreed that the insurance by this policy shall not apply to the following goods:



- (a) Explosives of all kinds (including Ammunition and percussion caps)
- (b) Fireworks of all kinds.
- (c) Acids of all kinds
- (d) Glass, Glass Sheet, China Works or Art.

MEMO 6: HIRED VEHICLE WARRANTY

It is warranted that all goods be carried in the Insured's own vehicle(s) and or hired vehicles, provided that in respect of hired vehicles, the insured shall:

- (a) identify the Owner(s) and Driver(s) of the vehicles(s);
- (b) obtain and have a sight of relevant identification particulars of the vehicle(s) and the driver(s)
- (c) enter into a written agreement with the carrier(s) whereby the latter accepts liability for loss or damage to the goods whilst in his/their custody due to the negligence, willful acts, or default of the carrier, his agents or servants.

MEMO 7: JURISDICTION CLAUSE

Notwithstanding anything contained herein contrary, it is agreed that the indemnity provided herein shall not apply to:-

- (a) Compensation for damages in respect of judgments delivered or obtained in the first instance in a court of competent jurisdiction outside the geographical area.
- (b) Costs and expense of all litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Geographical Area.

For the purpose of this clause the Geographical Area shall mean the Federal Republic of Nigeria subject otherwise to the terms exceptions and conditions of the Policy.

MEMO 8: LOSS NOTIFICATION/CLAIMS PROCEDURE WARRANTY

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the insured and/or the driver should;



1. Report the accident of loss immediately to the nearest police station.
2. If another vehicle is involved or/and in a case where hired vehicle is used, obtain the full name and address of the driver, owner and insurer of the other vehicle and Hold the carrier liable for any loss or damage.
3. Take reasonable care to minimize further loss or losses.
4. Report the accident or loss immediately to the nearest branch of the insurer.

MEMO 9: RECORD OF GOODS WARRANTY

Warranted complete record of all goods carried be made and kept in the Insured's normal place of business with copy kept and signed by the driver of the conveyance.

MEMO 10: SECURITY WARRANTY

It is understood that the cover of this policy subsists on 24 hours basis providing that at least the driver and/or the motor boy be in constant attendance between the hours of 9.00 p.m. to 6.00 am

MEMO 11: 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 12: UNATTENDED VEHICLE WARRANTY

Warranted that any vehicle left unattended whilst loaded over –night is:-

- (a) Parked within a securely enclosed buildings or premises and compound having an attendant continuously on duty or:
- (b) Housed within a securely locked building of substantial construction from which all keys have been removed to a place of safety.



MEMO 13: WAY BILL AND DELIVERY NOTE WARRANTY

It is hereby warranted that records of the waybill, with interest must be kept with the insured for every carriage on transit, while records of delivery note, evidencing the delivery at the point of unloading should also be kept by the Insured and later deposited with the Insurer within four weeks from the time and date of delivery.

MEMO 14: DISHONESTY OF DRIVERS' CLAUSE

It is hereby understood and agreed that this policy does not cover loss or damage occasioned by any act of fraud or dishonesty on the part of any driver or the attendant of the conveying vehicle.

MEMO 15: LIMIT OF LIABILITY CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of loss or damage to the goods covered under this policy, the company's liability will be limited to the market value of the goods immediately anterior to the date of loss or the value shown in the insured's invoice/delivery note whichever is lower.

MEMO 16: 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.



ENDORSEMENTS ATTACHED

MEMO 1: BREAKDOWN CLAUSE

MEMO 2: DAMAGE BY RAIN WARRANTY

MEMO 3: DECLARATION WARRANTY

MEMO 4: DROPPING OFF EXCLUSION CLAUSE

MEMO 5: HAZARDOUS GOODS CLAUSE

MEMO6: HIRED VEHICLE WARRANTY

MEMO 7: JURISDICTION CLAUSE

MEMO 8: LOSS NOTIFICATION/CLAIMS PROCEDURE WARRANTY

MEMO 9: RECORD OF GOODS WARRANTY

MEMO 10: SECURITY WARRANTY

MEMO 11: TERRORISM EXCLUSION CLAUSE

MEMO 12: UNATTENDED VEHICLE WARRANTY

MEMO 13: WAY BILL AND DELIVERY NOTE WARRANTY

MEMO 14: DISHONESTY OF DRIVERS' CLAUSE

MEMO 15: LIMIT OF LIABILITY CLAUSE

MEMO 16: NO PREMIUM NO COVER