



Offices/Welcome Centres

HEAD OFFICE

AXA Mansard Insurance Plc.

Santa Clara Court,
Plot 1412 Ahmadu Bello Way, Victoria Island, Lagos State
Tel: 0700-626-7273, 01-4485482, **08150649610**
Email: insure@axamansard.com



REGIONAL OFFICES

ABUJA

Plot 1568, Muhammed Buhari Way
Area 11, Garki, Abuja
Tel: 0815 049 0161

PORT HARCOURT

Plot 12, Ezingbu Link Road, G.R.A
Phase IV, Port-Harcourt, Rivers State
Tel: 0811 393 6051

WELCOME CENTRES

Lagos Centres

ALAUJA

The Heritage Place, No 199B, Obafemi
Awolowo Way, Alausa, Ikeja, Lagos
Tel: 08112693562

Lagos Road, Epe

SURULERE
82 Adeniran Ogunsanya Street, Surulere
Tel: 08113793140

APAPA

12/14 Wharf Road Apapa
Tel: 08150490158

YABA

176 Herbert Macaulay Way, Adekunle, Yaba
Tel: 08150490162
Other Centres

FESTAC

FESTAC Festival Mall, Janet
Fajemigbesin Street, off FESTAC Link
Road, Amuwo Odofin FESTAC
Tel: 08150490344

ABEOKUTA

Office No A002, Block A, Providence Centre
Shopping Mall & Offices, By Nnpc Mega Station,
Mko Abiola Way, Abeokuta, Ogun State
Tel: 08150491095

IKORODU ROAD

97, Ikorodu Road, Fadeyi, Lagos
Tel: 08150490166

IBADAN

Broking House, 1 Alh. Jimoh Odutola Road,
Dugbe Ibadan, Oyo State | Tel: 08073990858

IKOTA

Block K (Suites 4-6 & 15-17), Road 5,
Ikota Shopping Complex, Ikota Ajah | Tel:
08150490159

BENIN

15 Sapele Road, Benin City **Edo State**
Tel: 08070494213

LEKKI

Ground Floor, B0, Wing B, Plot 1A (3)
Block 12E, Lekki Peninsula, Scheme 1
(admiralty Way), Lagos State

ENUGU

Bethel Plaza (Suite A5)
36, Garden Avenue, opp. Diamond Bank, Enugu
Enugu State | Tel: 08073990859

OGBA

18 Ijaiye Road Ogba, Ikeja
Tel: 08150490164

UYO

110 Abak Road, Uyo, Akwa Ibom State | Tel:
08073990862

ONIKAN

2 McCarthy Street, Onikan
Tel: 08150490165

MINNA

Shamras Plaza
Along Bosso Road, opp. Murtala Park
Central Business District, Minna
Niger State | Tel: 08073990861

OPEBI

15/17 Opebi Road, Ikeja | Tel:
08150490160

KADUNA

3B Ribadu Road, Off Tafawa Balewa Way
Doctor's Quarters - Ungwan Rimi, Kaduna State
Tel: 08070992758

VICTORIA ISLAND

84, Ozumba Mbadiwe Street, Victoria
Island, Lagos

ILORIN

EPE
First Floor, Oando Service Station, 71/73,
Kwara State | Tel: 08150461612

For further enquiries, please contact our financial advisors at selected FCMB and GTBank branches nationwide, and any AXA Mansard Welcome Centre above.

NOTICE

Payments should be made through QuickTeller, GT Collections, NIBSS e-Bill Pay, PayDirect, POS or AXA Mansard website.

The company shall not be held liable for cash payments made to/through other parties apart from NAICOM licensed Insurance Brokers.

Product Offerings

LIFE & SAVINGS

Bonus Life
Cash Back Term Life
Edu Plan
Instant Plan
Life Plus
Funeral
Mortgage Protection
Smart Retirement Plan

PROPERTY & CASUALTY

Motor
Personal Accident
Home Plan
Device Insurance
Travel

HEALTH

EasyCare Health Plan
Global Health Plan
Gold, Silver & Bronze plans

Policy Document

For help in the event of an accident please call our 24-hour claim line on 0700AXAMANSARD as soon as you can.

Welcome note

We are delighted you have chosen us for your insurance needs and are confident that you will be satisfied with the level of service and insurance protection you receive.

This is your Motor Insurance Policy. Please read this document carefully, together with your policy schedule, to ensure that you understand the terms and conditions, and that the cover you require is being provided. If you have any questions after reading this document, please contact us or your insurance advisor. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise, you may not receive the full benefits of this policy.

Remember to ask us or your advisor about the other services we offer including:

- Home insurance
- Burglary insurance
- Travel insurance
- Life savings and investments
- Education savings and protection
- Health insurance
- Pensions

Please keep this policy booklet in a safe place. In case of renewal and/or amendment of any policy condition, we will send you the policy schedule and endorsement only. If, at any time, you would like a replacement for this document, please contact us and we will be happy to provide one.

If for any reason, you have any concerns you need addressed or face any issues with our service, please e-mail us at: insure@axamansard.com

We hope we will have the privilege of serving you for many years to come.



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Kunle Ahmed
M.D/C.E.O. AXA Mansard Insurance

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Important notice

We consider you a dear PARTNER and while we want to protect you as much as possible, there are certain events or situations where the regulations guiding motor insurance policies stipulates that you are not covered (exclusions) and they are stated in detail in different parts of the policy. We have extracted the most common exclusions below for your attention.

Depreciation

If your vehicle is damaged beyond repair, and we decide to compensate you, we will deduct a 5% depreciation from the value of your vehicle if loss occurs within six (6) months of the policy renewal/commencement and 10% depreciation if loss occurs after six (6) months of the annual policy renewal/commencement. **In this case, the value of your vehicle will either be its market value, or the insured value; whichever is lower.**

Excess

We are your partners and we need you to exercise due care when handling your vehicle. We are also unable to process every little claim because we can't pass the burdensome administrative costs that entails to you. Therefore for every claim that occurs on your motor vehicle, you will be required to bear a small portion of the cost. For smaller claims this may mean you will have to bear the entire cost of the claim. This monetary amount you will have to bear is called an excess. Please refer to page 26 for the applicable excess for the different classes of claims.

Authorised Repair Limit

We will do everything possible to treat your claims very quickly, however if you commence repairs without our consent, we will only pay you N30,000 (Thirty Thousand Naira) or the receipted unauthorized repair costs less your policy excess, whichever is lower.

Third Party Documentation

If a third party causes an accident that damages your vehicle and you are unable to provide the details/documents of the offending third party even when the circumstances show you should be able to, then 25% of the compensation due to you will be deducted as penalty. **This is because when you provide such details/documents, we are able to follow up with such parties and recover the cost of the damage from them and/or their insurance company.**

The third party details you need to provide are:

- Police report on the accident and/or a written undertaking from the negligent 3rd party.

- Photographs of the vehicles with registration details preferably taken at accident scene.
- Phone number & address of negligent third-party
- Copies of the 3rd party's vehicle documents and valid insurance certificate (where available).

Internal Loss

If your driver, ex-driver, other current or ex-employee, family member or any other member of your household steals your vehicle or damages your vehicle in an attempt to steal it, then such loss is not covered under your motor insurance policy. Such people are under your influence so you are expected to exercise due care with them or take out a fidelity guarantee cover to cater for such losses.

For a full list of your covers and exclusions, please go through the relevant parts of this policy. If you have any questions or require further clarification, please call us on 0700 AXA MANSARD.

Other Points to Note

Please examine this document carefully to ensure that it satisfies your requirement(s).

If you have any observation requiring clarification, please do not hesitate to get in touch with us.

We will recognise, and be responsible for services (subject to contract) for which payment is received into our corporate bank account(s) only. The acceptable methods of payment into our designated corporate bank accounts are limited to the following:

1. Online, Bank & ATM transfer
2. Direct debit
3. Mobile money payment transfer
4. POS terminal payments
5. Cheques and bank drafts issued in the company's name
6. Payments to licensed insurance brokers

We will not be held liable for cash payments made to/through 3rd party agents (except as stated above), and we shall not recognise such payments as transactions done with us.

Policy summary

The information provided in this document contains the key features of this contract and it states what is covered as well as what is not covered on the policy.

Types and duration of cover

Your schedule will show you the level of cover you have chosen, while your certificate will summarize the details of your policy.

Comprehensive cover provides cover for injury or damage you cause to other people, other than the occupants of your vehicle and/or their property, as well as cover in case of accidental damage to your own car and accessories in or on it. The cover also includes protection in case your car is stolen or damaged by fire.

Your certificate will show you the persons entitled to drive and the classes of use provided under your policy.

Cover is provided for 12 months or as detailed on your schedule and certificate.

Vehicle inspection is required;

- At the inception of the policy and
- If this policy is not renewed within seven (7) days of its expiration

Making a claim

To make a claim, you can:

- Visit our website on www.axamansard.com to complete our online claims notification form
- Call us on +234 1-2701560-5 or 0700AXAMANSARD (Lines are open 24 hours a day, 7 days a week)
- Send us an email at insure@axamansard.com
- Or contact your Insurance Advisor

Cancelling your policy

A 'reflection' or 'cooling off' period of 7 days applies, during which you have the right to cancel your policy. If you cancel within the cooling off period, you will not have had cover with us and we will refund the premium you paid.

If any claim or accident giving rise to a claim has occurred, there will be no return premium.

To cancel your policy, please call us on +234 1-2701560-5 or 0700AXAMANSARD.

We will cancel your policy;

- In the event of deliberate or reckless misrepresentation
- If we are unable to continue cover due to changes to your



- policy
- In the event of fraudulent claims

Cancelling your policy means you will not be covered from the date and time of cancellation.

Complaints

If you have a complaint about your policy please contact the Contact Centre via one of the following:

- Call us on +234 1-2701560-5 or 0700AXAMANSARD: (Lines are open 24 hours a day 7 days a week)
- Send us an email at insure@axamansard.com
- Or contact your Insurance Advisor

Definitions and Explanatory Notes

These definitions and descriptions apply throughout your policy.

Accessories

Parts or products specifically designed to be fitted to your car, including spare parts, but excluding car audio, telephone, in car entertainment and/or satellite navigation systems.

Audio Equipment

Manufacturer's permanently fitted car audio, telephone, in-car entertainment and/or satellite navigation systems.

Authorized Driver

Authorized driver shall mean any person driving the car with your permission, provided the person has a valid driver's licence and has not been disqualified from driving.

Betterment

This is a repair or replacement which improves your car beyond its condition before the loss or damage took place.

Claim

This is a formal request to us asking for a payment based on the terms of this insurance policy. In this scenario, we will review the claim for validity and then pay out to you or the requesting party (on your behalf) once approved.

Constructive Total Loss

A constructive total loss is deemed to have occurred when the



cost of repairing your damaged car is more than **65%** of its insured value. It will be treated as a total loss for which we will be entitled to take possession and ownership of the damaged vehicle.

Car

Any private motor vehicle insured under this policy and described in your current certificate of motor insurance and schedule.

Courtesy Car

An automobile provided by us or our repair shop for your use while your own car is being repaired.

Certificate of Motor Insurance

The document which provides evidence that you have taken out insurance as required by law. Your certificate of motor insurance shows who is entitled to drive your car and the classes of use permitted.

Depreciation

This is a decrease in your car value caused by a number of factors including wear and tear in the course of use over a period of time.

Event

For the purposes of this policy, the expression “event” means a claim or series of claims arising out of one cause in connection with your Motor Vehicle which is insured under this policy.

Market Value

The cost of replacing your car with another of the same make and model and of a similar age and/or condition.

Motor Trade

Any business involved in buying, selling, repairing or generally doing anything related to cars or vans.

Period of Insurance

The period from the start date to the end date of your current policy. This is shown on your schedule and certificate of motor insurance.

Policy

This policy wording for your motor insurance together with your schedule and certificate of motor insurance.

Schedule

The document which identifies you as the policyholder and sets out details of your policy cover, including the applicable excesses and any optional sections you have selected.

Territorial Limits/Geographical Area



Federal Republic of Nigeria.

Third Party

A person **or party** other than us or you.

Total Loss

When your car has sustained damage so extensive that repairing it is not reasonable and not economically practicable, it will be treated as a total loss.

Salvage

Upon settlement of a claim, the damaged property which is taken over by us is known as the salvage.

Unauthorized Driver

Unauthorized driver shall mean any person driving the car without your permission.

We/Us/Our

AXA Mansard Insurance Plc, Santa Clara Court, Plot 1412, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria.

You/Your

The person named as the policyholder on the schedule and certificate of motor insurance.

Communal disturbance

An act of public disorder directed at, or in retaliation against any ethnic or tribal group committed by any organization. Communal disturbances include intra- ethnic conflicts.

Religious disturbance

An act committed by any religious group or groups in pursuance of certain beliefs or faith resulting in loss, damage to or destruction of your vehicle.



Section A

Accidental Damage, Fire & Theft

(This section applies to **Comprehensive Insurance Policy**.)



What is covered under this section?

We will pay for loss or damage as a result of accident, theft, attempted theft, fire, lightning or explosion, and this applies to:

1. Your car
2. Accessories & audio equipment (up to a limit of 2% of the value of the car for in-built accessories and audio equipment, and not exceeding the purchase **value** for accessories and audio equipment that are not inbuilt if declared at the inception)

We may choose to replace them, to repair them, or pay an **amount equal to the loss or damage**.

We will not pay more than the sum insured or market value of your car (whichever is less) at the time of the loss less any applicable excesses.

If the damage to your car can be repaired, you may use one of our accredited repairers to repair it. If you choose not to use one of our accredited repairers, we reserve the right to negotiate with a repairer of your choice and settle the claim by a financial payment.

If your choice of repairer is the garage of a motor dealer, you must provide us with evidence of at least three services done at the motor dealer's garage immediately prior to the accident for which you are making a claim. We will issue payment by cheque or direct credit to the bank account of the garage, less the applicable excess.

If a loss or damage occurs to a part of the vehicle that is sold in pairs (e.g headlight, side mirror etc), we will only be liable for the damaged part.

Authorized Repair Limit

You may choose to proceed with the repairs on your car after an accidental loss or damage provided the repair estimate does not exceed **N30,000.00** after deduction of the applicable policy excess.

If you choose to repair your damaged car within the authorised repair limit above, you must notify us of the claim within 30 days of its occurrence with supporting documents such as estimate of repairs and photographs of the car in its damaged condition before commencement of repairs.

Vehicle Improvement

Where repairs or replacement of a lost/damaged parts of your car results in betterment to that part of the car as a whole, you shall contribute proportionately for the betterment accordingly

Transportation of Damaged Vehicle



We will pay you up to a maximum of N20,000 as charge for towing your vehicle to the nearest repairer, or to your address as shown on the schedule, or tow it to a secure place for it to be garaged, provided the damage to the vehicle has rendered it immovable

Courtesy Car

If your car is valued at N3,000,000 (three million naira) and above:

- You may be provided with a courtesy car for a maximum of 10 working days while your car is being repaired
- In the event of a total loss, you may also be provided with a courtesy car for a maximum of 10 (ten) working days
- For locations outside Lagos State, we may provide cash in lieu of the courtesy car (1% of the sum insured or N40,000 whichever is lower)

Where you have taken the Auto Plus policy, you may be provided with a courtesy car irrespective of the value of your car.

Total Loss

If the vehicle is stolen or damaged beyond repair, we will pay the insured value of your vehicle as shown in your schedule or the market value after the policy excess and applicable depreciation have been deducted.

A vehicle will be considered stolen when the entire vehicle is taken illegally and not recovered within 60 days.

The vehicle shall be deemed to be a total loss when in our opinion it is beyond economical repair. Following a total loss settlement, **any salvage will become our property.**

Constructive Total Loss

If your car has suffered damage covered by this section and the cost of repairing it will be more than 65% of the sum insured, it will be considered as constructive total loss. **We will pay the insured value of your vehicle as shown in your schedule or the market value after the policy excess and applicable depreciation have been deducted.** Also, in this situation, any salvage will become our property

Average Clause

If the value of your car exceeds the sum insured, you shall bear a rateable proportion of the loss accordingly in the event of a claim on your car.

Finance or Hire Purchase Agreements

If you have bought your car under a finance or hire purchase agreement, or are leasing it, the claim will be paid directly to the company or bank involved or the owner of the vehicle.

Licence Plates

In the event of a total loss, we will give you 30 days from the date the car is declared a total loss to request for the registration number after which we would make it available. If you do not tell us that you wish to keep the registration number plate, we will dispose of it.

What is not covered under this section?

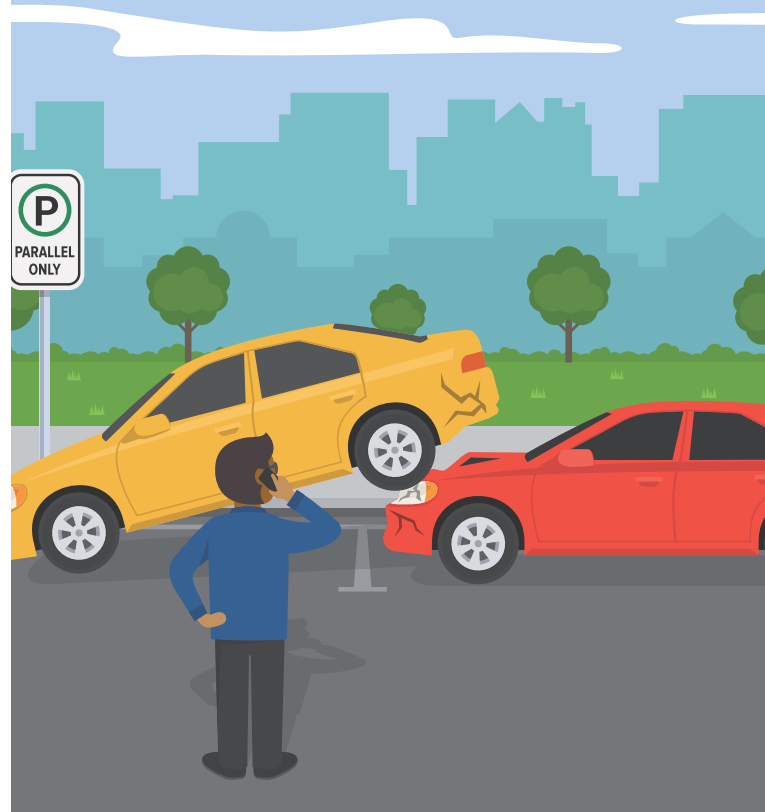
1. The sum of all policy excess shown in the schedule.
2. 5% of each and every claim for loss or damage to in-built accessories of your car
3. 10% of each and every claim for loss or damage to windscreen, window or sunroof glass in-built accessories of your car
4. Loss of use or any other loss, damage or additional expense (including the cost of any alternative transport) following on from the event for which you are claiming, unless we provide cover under this policy
5. Loss of or damage to your car if, at the time of the incident, it was under the custody or control of an unauthorized driver.
6. Betterment.
7. Loss or damage caused by any mechanical, electrical, computer breakdown, failure or breakage
8. Damage to tyres caused by braking, punctures, cuts or bursts
9. Loss or damage caused by rust, corrosion, wear and tear or any loss of value including following repair.
10. Loss or damage to your car key, key fob or entry card or any other device designed and made by the manufacturer to access and start your car
11. Loss or damage caused by theft or attempted theft if your car was not switched off, properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked
12. Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) to your car are left unsecured or unattended, or are left in or on your car whilst it is unattended
13. Loss of or damage to your car and its contents due to deception or fraud
14. Loss or damage caused by theft or attempted theft if your car was taken by a member of your family or household, or taken by an employee or ex-employee
15. Loss or damage of any security or tracking device fitted on your car either yourself or us
16. Any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained
17. Any loss, damage or costs from returning your car to its legal owner or arising out of its repossession or seizure by any person or company having a financial interest in your car
18. Accidental loss or damage to your car that we are not notified of within 30 days of its occurrence
19. Accidental loss or damage that occurs while you or any authorized driver of your car is under the influence of

intoxicating liquor or drugs

20. 5% **depreciation** for total loss or theft of your car if loss occurs within six (6) months of the annual policy renewal/inception
21. 10% **depreciation** for total loss or theft of your car if loss occurs after six (6) months of the annual policy renewal/inception
22. Any loss or damage caused by fire while fueling your car in the presence of naked light
23. Loss or damage to Number Plates

Section B

Your Legal Liability To Third Parties



What is covered?

Whilst using your car, we will pay if there is an accident that results in you being legally liable for:

1. **Damage to anyone's property:** The total settlement **will** not exceed the applicable Limit of Liability as stated in the policy schedule.
2. **Death or injury to third party:** In the event of death or injury involving compensation to more than one third-party, the total settlement will not exceed the applicable Limit of Liability as stated in the policy schedule.

In the case of death of third-party, we will settle **the** personal representatives to the tune of the agreed amount but **not** exceeding applicable Limit of Liability.

Defence costs

In the event of an accident involving a car insured under this section, we will at our discretion, and upon prior written consent, pay reasonable legal costs and/or expenses to defend or represent you:

1. At a coroner's inquest or fatal accident inquiry; and/or
2. In criminal proceedings arising out of the accident, where there is a reasonable chance of success.

We will pay all costs and expenses incurred with our written consent. We may, at our choice:

1. Arrange for representation at any inquest or official enquiry
2. Undertake the defence in any proceedings against you for an act or alleged offence relating to an accident covered by this section of your policy

What is not covered?

1. Any legal liability if any person insured under this section does not keep to the terms, exceptions and conditions of this policy
2. Any legal liability if an unauthorized driver drives your car
3. Any legal liability if you do not take reasonable care to ensure any authorized driver driving your car observes their licence conditions and relevant road traffic legislation
4. Legal costs and expenses incurred without our written consent or related to charges connected with speeding, driving under the influence of alcohol or drugs, or parking offences
5. Damage to property owned or jointly owned by you,
6. Property in your custody care or control
7. Any legal liability, loss or damage for any claim, if your car was towing an object.
8. Any legal liability due to loss of use **of the third-party's property.**



Section C

Personal Accident

*(This section applies to **Auto Plus Policy**)*



Personal Accident

For any personal accidental injury while traveling in or getting into or out of your car we will pay for:

1. **Death**
2. **Permanent and total loss of sight in one or both eyes**
3. **Loss or permanent and total loss, of use of one or more limbs at or above the elbow or knee**

The most we will pay you or your legal representatives is **N250,000.00** in respect of death, loss of limbs or sight in the policy period of insurance.

We will not pay:

1. **For any injury or death resulting from suicide, attempted suicide, or any deliberate self-inflicted injury**
2. **For any reckless or deliberate attempt to put lives in danger (unless to save a human life)**
3. **For any injury or death not related to the use of your car**

Medical expenses

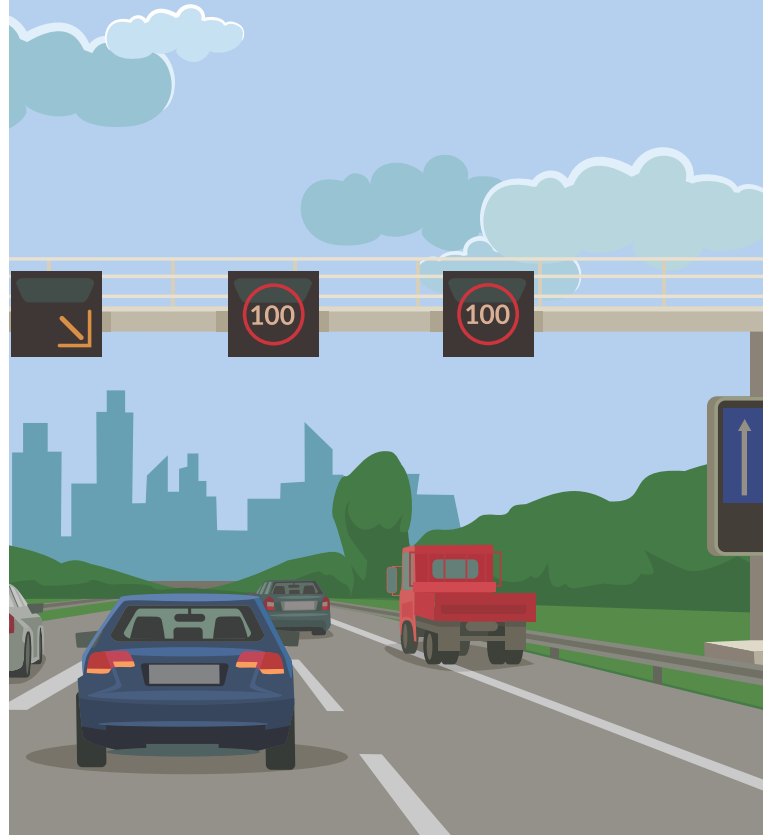
What is covered?

We will cover your medical expenses up to a maximum of **N25,000** for Auto Classic policy holders & **N50,000** for Auto Plus policy holders.

Section D

General Exclusions

*(This section applies to **All Policy Type**)*



We will not pay for:

1. Any liability, loss, damage, cost or expenses which takes place while any car insured under this policy is:
 - a) being used for a purpose other than personal use or
 - b) driven by someone who:
 - i) Does not have a valid driving licence.
 - ii) Is breaking the conditions of their driving licence.

However, these exceptions do not apply if your car is:

- a) with a member of the motor trade for the purpose of maintenance or repair
 - b) being parked by an employee of a hotel, restaurant or car-parking service, who is not named in the certificate of motor insurance
2. Deliberate or intentional loss or damage caused by anyone insured under this policy
 3. Any liability, loss, damage, cost or expense caused if your car:
 - a) is not registered in Nigeria;
 - b) or is normally kept outside the territorial borders of Nigeria
 4. Any loss or damage to property or any direct or indirect loss, cost, expense or liability caused by, contributed to or arising from:
 - a) ionizing radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts
 5. Any accident damage or liability caused
 - (a) outside the geographical area
 - (b) by an unauthorized driver
 6. Any liability, loss, damage, cost or expense while any car is being used on any part of an airport:
 - a) to which aircraft have access, including areas used for takeoff, landing, moving or parking of aircraft
 - b) used on airport tarmacs
 - c) used for customs examination
 7. More than our legal liability under the relevant road traffic legislation for any claim, if the named driver of your car insured by us was found to have been driving whilst under the influence of drink or drugs at the time of the accident
 8. Any liability, loss, damage, cost or expense caused by pressure waves from an aircraft or other flying objects traveling at or beyond the speed of sound

9. Any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes
10. Any liability, loss, damage, cost or expense, which, directly or indirectly, relates to terrorism, terrorism being defined as any act or the use or threat of force (whether or not in the territorial limits) including but not limited to:
 - a) threat of and/or actual endangerment of the life of a person(s)
 - b) threat of and/or actual serious violence against person(s)
 - c) threat of and/or actual damage to any form of property
 - d) serious risk to the health and safety of the public
 - e) the use of firearms, explosives, biological, chemical, nuclear or other means which is committed by any person(s) for political, religious or ideological purposes to influence any government or to coerce or to put any member of the public in fear
 - f) any act to influence, disrupt or interfere with any government related operations, activities or policies
11. Any of the activities listed in 8 (a-f) above shall be a "Terrorist Activity" except where you can conclusively confirm to us that the cause of loss or damage activities were solely for personal objectives of the perpetrator and they are not related to any of the following:
 - a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, associated or group affiliated with the perpetration;
 - b) influence, disrupt or interfere with any government related operations, activities or policies;
 - c) intimidate, coerce or frighten the general public or any segment of the general public; or disrupt or interfere with a national economy or any segment of national economy.
12. Any liability, loss, damage, cost or expense caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident, which happens during the period of insurance
13. Any costs involved in contacting us regarding your claim (including telephone calls)
14. Your costs resulting out of your criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment, penalty or fine.
15. Loss or damage arising from confiscation, requisition or destruction of your car by or under order of any government, public or local authority.
16. Loss or damage caused by flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.

17. Loss or damage to your car as a result of cyber attack :

- a) We will not cover loss or damage or liability caused by the malicious use of any computer system, computer software, malicious code, computer virus or any other electronic system

18. Loss or damage relating to supplementary estimate on settled claims after two (2) months of settlement

19. Additional damage caused to your car, due to continuous use after a claim without first concluding repairs of the initial damage.

20. Any loss or damage to any vehicle, or any liability arising from the use of such a vehicle, in any rally, event named or advertised as a rally, competition, motor trial, pace making, instruction, driver's education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.

21. This policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any amount incurred by or accruing to you directly or indirectly and regardless of any other cause contributing concurrently or in any sequence originating from, caused by, arising out of, contributed to by resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived of a communicable disease.

For the purpose of this policy, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms;
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

22. Any loss or damage caused directly or indirectly by:

- a) any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- b) the destruction or seizure of property for a military

purpose, or the consequences of any of these actions.

23. Any loss or damage caused by the confiscation, seizure or destruction of your property or any vehicle covered by this insurance by any public or government authority.

Section E

General Conditions

(This section applies to **All Policy Type**)

Please comply with the following conditions to have the full protection of your policy. You should also ensure any other named driver complies with them. If you or any other named driver do not comply with them we may cancel the policy as detailed below, refuse to deal with any relevant claims, or reduce the amount of any relevant claim payments.

Your policy information

You must have answered truthfully all questions relating to your details, those of your car, and of all named drivers on your policy, that we asked when your policy started. You must also have truthfully agreed to all statements that we listed in the terms and conditions relating to your policy when it started. If you failed to do so, we may:

1. Declare your policy void from inception (which means treating it as invalid), we may not make any return of premium and we may also recover any unpaid premium
2. Cancel this policy by giving you **7 days'** notice in writing, sent to either your registered email address or postal address
3. Remove one or more named drivers from your policy and adjust your premium accordingly
4. Recover any shortfall in premium
5. Not pay any claim that has been or will be made under the policy
6. Be entitled to recover from you the total amount of any claim already paid under the policy, or any claim we have to pay under any relevant road traffic legislation, plus any recovery costs.

Changes to Your Policy

Please advise us about the following changes or events (via your advisor or Your AXA Mansard Account online if possible) either before the change or as soon as you possibly can:

1. You sell or change your car.
2. You change your address or where you keep your car.
3. You want to add or remove a named driver.
4. You modify or alter your car from the standard specification.
5. You want to use your car for a purpose not shown on your certificate of motor insurance.

Please tell us at renewal about the following changes:

1. If you or any named driver change your occupation or business in which you work.
2. If any of the information provided by you to us when you took out or last renewed your policy has changed or is incorrect. You can check this information in your AXA Mansard Account.

Please ask us if you are unsure whether a change will affect your



policy.

When you tell us about a change, we will assess how it affects your policy and you may need to pay an additional premium. In some cases, we may not be able to continue with your policy. Where this happens, you will be advised and you will be given 7 days' notice to arrange cover with an alternative insurer.

Protecting your car

You must take all reasonable steps to protect your car and its contents from loss or damage by use of operational anti-theft device at all times.

Maintaining your car

You must make sure your car is roadworthy, which includes ensuring that it has, if required, a valid MOT and complies with the relevant Nigerian legislation. We reserve the right to examine your car at any reasonable time.

Claims

If you have a claim or any incident that may lead to a claim under your policy you must:

1. Take all reasonable steps to ensure that the vehicle is protected from further loss or damage
2. Take on the spot photographs of the scene of the accident and the damaged portion(s) of the vehicle(s)
3. Contact us immediately. If your car has been stolen, you must advise the police and co-operate fully with their investigations - We may take over, defend or settle the claim, or take up any claim in your name.
4. Not negotiate regarding any claim, or settle any claim, without our written permission, nor admit liability for any claim unless we ask you to do so
5. Co-operate with us fully, including :
 - a) giving us consent to proceed with repairs on your car as soon as possible after we have obtained an estimate from our approved repairer
 - b) providing us with any formal documentation, including proof of personal identity or driving license for any named driver of your car
 - c) upon our request, send to us unanswered, as soon as possible any documents you receive, such as notice of prosecution, coroner's inquest, fatal accident inquiry, court summons, claim or letter
 - d) providing details of negligent third-parties responsible for the loss or damage to your car from whom we can seek recovery, as non provision will attract 25% penalty on compensation due to you.
 - e) Not making cash payments to third-parties in the event of any third-party claim. All third-party claims are to be made directly to the third-party's account except there is an evidence of payment via a bank transfer to the third-party claimants from your account.

If the damaged car is provided to us under Section A, the car may be referred to our approved repairers. We will not pay more than our share of your claim, if you or anyone else has any other insurance which covers all or part of the same loss, damage or liability.

Untrue claims

Throughout your dealings with us we expect you to act honestly. If you or anyone acting for you:

1. knowingly provides information to us as part of your application for your policy that is not true and complete to the best of your knowledge and belief; or
2. knowingly makes a untrue or exaggerated claim under your policy, or knowingly makes a false statement in support of a claim; or
3. knowingly submits a false or forged document in support of a claim, or makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion, then
 - a) we may prosecute untrue claimants
 - b) we may make the policy void from the date of the untrue act
 - c) we will not pay any untrue claims
 - d) we will be entitled to recover from you the amount of any untrue claim already paid under your policy since the start date
 - e) we will not return any premium paid by you for the policy.

Car sharing

This policy covers you while carrying passengers for social or similar reasons, if:

1. you do not carry passengers as customers of a passenger-carrying business, car sharing scheme or for hire and reward
2. you do not make a profit from passengers' payments or from allowing someone to drive
3. your car is not made or adapted to carry more than the manufacturer's stated maximum seating capacity of your car subject to a maximum of seven passengers (excluding the driver).

If you are in any doubt as to whether any car sharing arrangements you have are covered under this policy, please contact us.

Dispute Resolution

All differences arising out of this policy will be referred to arbitrators to be appointed by both parties. However, if a single arbitrator cannot be agreed on, each party will be required to appoint his arbitrator in writing. If the differences can not be resolved because the arbitrators cannot reach an agreement,

an Umpire will be appointed to conclude on the appropriate decision. The decision taken by the umpire will be a prerequisite to any legal liability or right of action against us.

If you are denied compensation for any claim and such claim was not referred to arbitration within 12 calendar months from the date of such denial, then the claim will be deemed to have been abandoned and **will** not be recoverable. The seat of arbitration shall be within the geographical area.

Cancelling your policy

We may cancel your policy:

- 1. in the event of deliberate or reckless misrepresentation
- 2. if we are unable to continue cover due to changes to your policy
- 3. in the event of fraudulent claims
- 4. if you do not pay your premium

Cancelling your policy means you will not be covered from the date and time of cancellation. The certificate of motor insurance remains our property in accordance with the Motor Vehicle (Third Party) Insurance Act 1945.

Making a Complaint

We aim to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to make things right.

All complaints we receive are taken seriously. For any complaint, please contact us on 0700 AXAMANSARD or email us at insure@axamansard.com

When you make contact, please have the following information ready:

- 1. Your name, address, telephone number and e-mail address.
- 2. Your policy and/or claim number, and the type of policy you hold.
- 3. The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT', and you may include copies of supporting material.

Sharing of Information

Your privacy is important to us and we promise we will respect your personal information. We will use your information to manage your insurance with us, including underwriting, claims handling, 'no claims' discount entitlement, and statistical analysis. This may include disclosing your information within the AXA Group and to agents, suppliers, other insurers, or

reinsurers, who provide services on our behalf.

We do not disclose your information to anyone outside the AXA Group, except:

- 1. where we have your permission, or where we are required or permitted to do so by law; or
- 2. where we may transfer rights and obligations under this agreement.

Excess Clause

As part of the conditions precedent for this policy, it is understood and agreed that in any event leading to a loss, you will be required to pay the first part of every claim expenditure incurred under this policy. The amount which you will be required to pay is dependent on the value of your vehicle and is stated on the table below.

If the claims expenditure incurred by us includes the amount for which you are responsible for under the excess clause, you must repay such amount to us immediately.

Private Car Excesses

The following excesses will apply to Section A (Accidental Damage, Fire & Theft) of the Policy.

Excess on Total Loss:

The amount which you will be required to pay in the event of a total loss will be 10% of the total claim amount.

Excess on Liability to Third Parties

The amount which you will be required to pay in the event of a third party claim is 10% of each and every claim.

Learner Driver Excess

Additional amount of N10,000 will be borne by you, if the accident or loss occurs while the car was being driven by a learner or inexperienced driver. or inexperienced driver.

Excess on Partial Loss

Value of the vehicle (N)	Compulsory Excess <i>(the greater of the two amounts)</i>
1,000,000 and below	N20,000 or 5% of the claim amount
1,000,001 - 2,000,000	N25,000 or 5% of the claim amount
2,000,001 - 3,000,000	N35,000 or 5% of the claim amount
3,000,001 - 4,000,000	N50,000 or 5% of the claim amount
4,000,001 - 6,000,000	N60,000 or 5% of the claim amount
6,000,001 - 8,000,000	N75,000 or 5% of the claim amount
8,000,001 - 10,000,000	N100,000 or 5% of the claim amount
10,000,000 and above	N200,000 or 5% of the claim amount



Strikes, Riot, Civil Commotion & Lock Out Extension

This policy covers damage directly caused by the following:

- a) The act of a person taking part with others in any disturbance of the public peace (whether in connection with a strike or lock-out or civil commotion 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 any such disturbances
- c) The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out

For a loss to be recoverable under this extension, you shall prove that the loss or damage did not occur directly or indirectly by, or was not caused through or in consequence of:

1. Acts of terrorism committed by a person or persons acting on behalf of **or in connection with any organization.**
2. Communal and/or religious disturbances

Points to note if you want a courtesy car in case of an accident

Dear Esteemed Customer,

We thank you for opting to use the Courtesy Car option under Section A (Accidental Damage, Fire & Theft) of the Comprehensive Insurance Policy.

Below is how your courtesy car will operate.

- Courtesy cars are provided with a driver on weekdays from 6.00 am – 8.00pm.
- It is important to note that the hours stated above excludes weekends and public holidays
- If you wish to use the cars on weekends, public holidays or outside this hours stated above, the rental cost will **not** be borne by us
- Courtesy cars are restricted to locations within Lagos State
- You will be required to bear the cost of fueling, parking & toll fees

If you are satisfied with the mode of operation as detailed above, kindly make your request for the courtesy car service to allclaims@axamansard.com

The request will be reviewed and a mail will be sent to confirm approval of your request as well as other important information needed to initiate the service such as Name of Driver, Mobile Number of Driver, Start Date and Vehicle Particulars (Make, Model & Registration Number).

Note: Service starts 24 hours after confirmation of request.

Contact Us

24-hour Customer Care hotline on
0700 AXAMANSARD (0700 292 626 7273)
01-270 1560-5

Address

AXA Mansard Insurance Plc
Santa Clara Court
Plot 1412, Ahmadu Bello Way
Victoria Island, Lagos, Nigeria

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insure@axamansard.com

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