IN THE FEDERAL HIGH COURT OF NIGERIA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA
ON WEDNESDAY THE 1ST DAY OF JULY, 2026
BEFORE HIS LORDSHIP HON JUSTICE J. K. OMOTOSHO
[JUDGE]

SUIT NO.: FHC/ABJ/CS/2672/2025

BETWEEN:

JOSEPH BODUNRIN DAUDU SAN - **PLAINTIFF**
(Carrying on legal practice under the name and Style of J.B Daudu and Co)

AND

1. NATIONAL INSURANCE COMMISSION
2. HON ATTORNEY GENERAL OF THE FEDERATION - DEFENDANTS
3. CENTRAL BANK OF NIGERIA
4. MULTI-TRADE INSURANCE BROKERS LTD

FEDERAL HIGH COURT
ABUJA
10 JUL 2026
PAID
CASHIER:
2114 8524 6194

JUDGMENT

The Plaintiff commenced this suit vide an Originating Summons dated and filed 11th December, 2025 seeking the determination of the following questions:

1. Whether upon proper construction of the provisions of section 37 of the Constitution of the Federal Republic of Nigeria (as amended), Section 67 And 131 Of The Banks And Other Financial Institutions Act (BOFIA) 2020; s. 24(1) (B) (C) (D) and (F), 24 (2) (3) (4) (A), 25(2) (A), Nigeria Data Protection Act 2023; and

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Regulation 1.1, 1.2, 1.4.1,1.5.1,1.6,1.7,1.9,1.11 Central Bank of Nigeria Regulatory Framework for Bank Verification Number (BVN) Operations And Watch-List for the Nigerian Banking Industry 2021, the provisions of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to the 4th Defendant and other Insurers as mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025, does not violate Plaintiff's right to data privacy and protection, therefore, unconstitutional, ultra vires, null and void and of no effect?

2. Whether in the light of the existing regulatory framework for BVN operations in section 67 and 131 of the Banks and Other Financial Institutions Act, 2020, and Regulation 1.4.1 Central Bank Of Nigeria Regulatory Framework for Bank Verification Number (BVN) Operations And Watch-List for the Nigerian Banking Industry 2021, particularly the non-inclusion of Insurers or Insurance Companies as entities engaged in the business of banking or and Other Financial Institutions licenced by the 3rd Defendant to engage in banking business in Nigeria; s 64(4) of the Nigeria Insurance Industry Reform Act 2025, to the extent

that it purports to empower the 4th Defendant and other Insurers to demand, process and retain the BVN of the Plaintiff and all Nigerians is not unconstitutional, ultra vires, illegal, null and void?

3. Whether having regards to section 37 of the Constitution of the Federal Republic of Nigeria 1999 (as Amended), s 24(1) (B) (C) (D) and (F), 24 (2) (3) (4) (A), 25(2) (A), Nigeria Data Protection Act 2023; and Regulation 1.1, 1.2, 1.4.1,1.5.1,1.6,1.7,1.9,1.11 Central Bank Of Nigeria Regulatory Framework for Bank Verification Number (BVN) Operations And Watch-List for the Nigerian Banking Industry 2021, and in the absence of any existing law or regulation for the processing, control, management and protection of BVN data privacy, being a high risk sensitive personal data of Nigerians, by Insurers and Insurance Companies; Circular No: NAICOM/TD/MCCB/CIR/58/2025 issued by the 1st Defendant on 22nd October 2025, in furtherance of Section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it intends it expose the Plaintiff and all Nigerians to the risk of unprotected and unregulated use of their respective BVN data by Insurers or Insurance Companies without guarantee for privacy and indemnity is not illegal, ultra vires the 1st Defendant, null and void and of no effect?

4. Whether, notwithstanding the issuance by the 1st Defendant of Circular no: NAICOM/TD/MCCB/CIR/73/2025 dated the 21st of November 2025 wherein it purported to amend its earlier circular no NAICOM/TD/MCCB/CIR/58/2025 issued by the 1st Defendant on 22nd October 2025 by removing the requirement of the submission of the insurance customer's BVN, the said modification is not ineffectual, incompetent, inadequate and indecisive as the purported circular does not affect the mandatory statutory requirement of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to Insurers as mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025?

Upon a favourable determination of the above questions, the Plaintiff seeks the following reliefs:

1. A DECLARATION that the provision of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to Insurers as

mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025, for reasons of its inconsistency with section 37 of the Constitution of the Federal Republic of Nigeria 1999 is unconstitutional, ultra vires, illegal, invalid and therefore null and void.

2. A DECLARATION that the inclusion of Bank Verification Number as part of material information required for submission to Insurers by the Insured in section 64(4) of the Nigeria Insurance Industry Reform Act 2025, is unwarranted, risky, unlawful and a breach of the Plaintiff's fundamental right to privacy

3. A DECLARATION that the non-inclusion of the Insurers or Insurance Companies as business entities subject to the existing regulatory frameworks for BVN Operations and watch-list in section 67 and 131 of the Banks and Other Financial Institutions Act, 2020, and Regulation 1.4.1 Central Bank Of Nigeria Regulatory Framework for Bank Verification Number (BVN) Operations And Watch-List for the Nigerian Banking Industry 2021, s 64(4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to empower the 4th Defendant and other Insurers to demand, process and retain the BVN of the Plaintiff and all Nigerians as pre-condition for the validation of

contracts of Insurance is unconstitutional, ultra vires, null and void.

4. A DECLARATION that in the absence of any existing law or regulation for the processing, control management and protection of BVN data privacy, being a high risk sensitive personal data of Nigerians, by Insurers and Insurance Companies, Section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, and Circular No: NAICOM/TD/MCCB/CIR/58/2025 issued by the 1st Defendant on 22nd October 2025, to the extent that it exposes the Plaintiff and all Nigerians to the risk of unprotected and unregulated use of their respective BVN data by Insurers or Insurance Companies including the 4th Defendant without guarantee for indemnity is unconstitutional, ultra vires, null and therefore void.
5. A DECLARATION that notwithstanding the purported issuance by the 1st Defendant of Circular no: NAICOM/TD/MCCB/CIR/73/2025 dated the 21st of November 2025 wherein it purported to amend its earlier circular no NAICOM/TD/MCCB/CIR/S8/2025 issued by the 1st Defendant on 22nd October 2025 by removing the requirement of the submission of the insurance customer's BVN, the said modification is ineffectual, incompetent, inadequate and

indecisive as the purported circular does not affect the mandatory statutory requirement of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to Insurers as mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025.

6. AN ORDER OF THIS HONOURABLE COURT striking down the entire provision of section 64-(4) or deleting the words 'Bank Verification Number in the said section 64(4) of the Nigeria Insurance Industry Reform Act 2025.
7. AN ORDER OF PERPETUAL INJUNCTION restraining the Defendants from taking any steps to implement Circular No: NAICOM/TD/MCCB/CIR/58/2025 issued by the 1st Defendant on 22nd October 2025, to the extent that it requires the Plaintiff and all Nigerians to disclose or submit their respective personal Bank Verification Numbers (BVN) to Insurers as mandatory precondition for the formation and/or renewal of a contract of insurance.
8. AN ORDER OF PERPETUAL INJUNCTION restraining the Federal Government of Nigeria, by itself or acting through any of its

Ministries, Agencies, Servants or Proxies howsoever described from seeking to enforce the provisions of section 64(4) of the Nigeria Insurance Industry Reform Act 2025, in relation to Bank Verification Numbers.

Accompanying the Originating Summons is a 51 paragraph affidavit deposed to by the Plaintiff. The affidavit has 7 exhibits and a written address.

The 1st Defendant on its part filed a 52 paragraph Counter Affidavit deposed to by Hajara Kawu, a legal officer in the legal department of the 1st Defendant. The Counter Affidavit has a written address dated 5th May, 2026 but filed 6th May, 2026.

The 1st Defendant also filed a Notice of Preliminary Objection dated 5th May, 2026 but filed 6th May, 2026 challenging the competence of the suit. The Notice of Preliminary Objection has a written address.

The Plaintiff then filed a written address in opposition to the Notice of Preliminary Objection dated and filed 13th May, 2026.

In response to the Counter Affidavit, the Plaintiff filed a reply address filed 21st May, 2026.

The 1st Defendant then filed a Reply address dated 22nd May, 2026 but filed 25th May, 2026.

The 2nd Defendant in response filed a written address dated and filed 23rd March, 2026.

The Plaintiff also filed a Reply Address dated and filed 1st April, 2026.

The 3rd Defendant in response filed a 15 paragraph Counter Affidavit deposed to by Bayero Usman Sunusi, a Manager in the Payments System Policy Department of the 3rd Defendant. The Counter Affidavit has a written address dated 4th March, 2026 but filed 5th March, 2026.

The 3rd Defendant also filed a Motion on Notice dated and filed 4th March, 2026 seeking one relief:

> AN ORDER of this Honourable Court striking out the name of the Applicant from the Suit on the ground that the suit discloses no reasonable cause of action or any reasonable cause of action against the Applicant.

The Motion on Notice has a written address.

The Plaintiff then filed a Reply on Points of Law dated and filed 12th March, 2026.

The Plaintiff responded to the Motion on Notice by filing a 5 paragraph Counter Affidavit deposed to by Ejehson Benjamin Umaru, the Litigation Clerk in the law firm representing the Plaintiff. The Counter Affidavit has one exhibit and a written address filed 12th March, 2026.

The 4th Defendant on its part filed a written address dated 14th April, 2026 but filed 15th April, 2026.

The facts leading to the institution of this suit are briefly given below. The Plaintiff is a legal practitioner carrying on legal practice in the business name of J.B Daudu and Co. The 4th Defendant is the insurance broker for the Plaintiff and members of staff as well as his family members.

The Plaintiff stated that on the 28th of October, 2025, he received a letter from the 4th Defendant titled: "Circular on Compulsory Update for All Insurance Contracts". The letter made reference to a circular issued by the 1st Defendant pursuant to the provisions of the Nigerian Insurance Industry Reform Act, 2025 which is aimed at strengthening transparency and "Know Your Customer" (KYC) compliance within the insurance sector. According to the Plaintiff, the 1st Defendant issued a circular imposing a compulsory industry-wide directive requiring all existing and prospective insurance policyholders to provide their Bank Verification Number (BVN), National Identification Number (NIN), and, in the case of corporate entities, Corporate Affairs Commission (CAC) incorporation documents as a mandatory condition for the formation, continuation, or renewal of insurance contracts in Nigeria. According to the Plaintiff, the directive was purportedly issued pursuant to section 64(4) of the Nigerian Insurance Industry Reform Act, 2025.

The Plaintiff states that the 4th Defendant informed him that unless he complied with the directive, it would cease processing insurance claims on behalf of him, his staff, and his family with effect from 31st December 2025. The Plaintiff states that he was taken aback by the requirement to disclose his BVN because the 4th Defendant is not a banking institution and has no statutory authority to collect or compel the disclosure of banking-related information from insurance policyholders or members of the public.

In addition, the Plaintiff stated that the BVN system was introduced by the 3rd Defendant to facilitate Know Your Customer (KYC) compliance and to promote a secure, reliable, and efficient payment and data management system within the Nigerian financial sector. According to the Plaintiff, the regulations governing the BVN scheme apply only to the 3rd Defendant, the Nigeria Inter-Bank Settlement System Plc

(NIBSS), banks, other financial institutions, and their customers. He maintains that the 1st and 4th Defendants do not fall within the class of entities to which those regulations apply and that the business of insurance does not require an insured person's BVN as material information.

The Plaintiff further stated that, as a bank customer, he is under a duty not to disclose his BVN to anyone other than his banker. He also claims that his bankers owe him a corresponding duty to indemnify him against losses arising from unauthorized interference with his bank accounts resulting from any breach of his BVN. He stated that compliance with the 1st Defendant's circular by disclosing his BVN to the 4th Defendant would relieve his bankers of that obligation, thereby exposing him to the risk of banking fraud without any corresponding indemnity or compensation.

The Plaintiff further expresses concern that neither the National Insurance Industry Reform Act, 2025 nor the Defendants has put in place any measures to ensure the security, integrity, and protection of the Bank Verification Numbers (BVNs) of insured persons. He also contends that the Act contains no provisions indemnifying him or any other insured person against losses arising from any data breach by an insurer. The Plaintiff maintains that the impugned circular constitutes a threat to his constitutional right to privacy by requiring the disclosure of his BVN. He further contends that the directive requiring the 4th Defendant to discontinue the processing of all insurance claims and benefits accruing to him under his insurance contracts for non-compliance with the 1st Defendant's directive amounts to a threat to his rights to life and property. The Plaintiff asserted that the National Identification Number (NIN) is sufficient for the identification of insurance policyholders and that the BVN is not material information required for the permanent records of the 1st and 4th Defendants. He further stated that the 1st Defendant, where necessary, can obtain authorized and supervised access to any person's BVN records through the 2nd and 3rd Defendants, without compelling policyholders to disclose their BVNs directly.

According to the Plaintiff, unless section 64(4) of the National Insurance Industry Reform Act, 2025 is declared invalid by the Court, the Defendants will compel him and other insurance policyholders to disclose their BVNs to insurance companies and other unregulated third parties, thereby exposing their sensitive banking information to the risk of misuse. The Plaintiff further states that he held several meetings with Mr. David Akuboh, the Chief Executive Officer of the 4th Defendant, concerning the implications of the requirement to submit his BVN before his insurance policy expired in December 2025.

Following those discussions, Mr. Akuboh allegedly forwarded to him Circular No. NAICOM/TB/MCCB/CIR/73/2025 dated 21st November 2025, which purported to amend the earlier circular issued by the 1st Defendant on 22nd October 2025 by removing the requirement for the submission of insurance customers' BVNs.

Notwithstanding the amendment, the Plaintiff contends that the removal of the BVN requirement by means of a circular is ineffective and incompetent, as it cannot override or amend the mandatory provisions of section 64(4) of the National Insurance Industry Reform Act, 2025. Consequently, the Plaintiff instituted this action seeking the reliefs endorsed on the originating processes.

According to the 1st Defendant, the requirement for the Bank Verification Number (BVN) was temporarily relaxed to prevent disruption of insurers' activities, pending stakeholders' transition towards full compliance. The 1st Defendant is mandated to request Bank Verification data through Know Your Customer (KYC) protocols operated by insurance companies in respect of their policyholders, in compliance with the Nigerian Insurance Industry Reform Act, 2025. This framework is intended to foster a secure, reliable, and efficient system for data management.

The 1st Defendant further stated that the provisions of the Act are binding on all entities, including the 1st and 4th Defendants, notwithstanding any administrative regulations that may have existed prior to its enactment. It was also stated that interested entities are permitted to apply to the 3rd Defendant for access to the BVN portal, subject to the approval of the 3rd Defendant.

The 1st Defendant maintained that it is critical to obtain the BVN of policyholders during onboarding to ensure that account details are properly verified, and to guarantee that claims and entitlements are paid accurately to the correct policyholder, without risk of error.

The 1st Defendant further contended that the demand for the plaintiff's BVN does not in any way constitute a breach of his right to privacy. The 1st Defendant also stated that the plaintiff has not disclosed any actual breach suffered as a result of the actions of the 1st Defendant, and that the Nigerian Insurance Industry Reform Act, 2025, being a later and sector-specific statute, takes precedence over Central Bank of Nigeria regulations and serves a distinct industry-wide regulatory purpose. The 1st Defendant therefore urged this Honourable Court to dismiss the suit.

According to the 3rd Defendant, it is the apex monetary authority in Nigeria and that it only exercises control over the BVN database and does not exercise control over the National Identity Number database. The 3rd Defendant also stated that the suit does not disclose any cause of action against it as it has no statutory authority to regulate insurance policy holders, issue insurance directives or demand for Bank Verification Number from policy holders of insurance companies. Also that it is not the maker or enforcer of section 64 (4) of the Nigeria Insurance Industry Reform Act, 2025. It therefore urge the Court to strike out the suit against it.

Counsel to the Plaintiff in his written address adopted the questions for determination as issues for determination.

Learned Counsel submitted inter-alia that the Bank Verification Number is an identification code for bank customers as well as a security code for both the holder and the monies in his bank accounts. He argued that insurance is not a matter for which the Bank Verification Number was introduced as relevant identification data in Nigeria. Counsel submitted that there is no relevance of the Bank Verification Number to the insurance contracts between the Plaintiff and the 4th Defendant. That compelling the disclosure of Bank Verification Number by the Plaintiff for purposes outside banking operations is an abuse of the Bank Verification Number data. Counsel placed reliance on **FRN VS NNAJIOFOR (2024) 10 NWLR (PT. 1947) 443.**

Learned Counsel further submitted that the circular of the 1st Defendant also threatens the right to privacy of the Plaintiff under section 37 of the Constitution and that section 64 (4) of the Nigeria Insurance Industry Reform Act, 2025 must be struck down by the Court as it breaches the right to privacy of the Plaintiff and other insurance policy holders in Nigeria.

Learned Counsel also submitted that the non-provision of technical and organizational measures by the 1st and 4th Defendants to ensure confidentiality, integrity and availability of personal data breaches Regulations 1.12 and 1.13 of the Nigeria Data Protection Regulations and that duplicating this Bank Verification Numbers to third parties breaches section 24 (2) of the Nigeria Data Protection Act. Counsel further relied on section 131 of the Banks and Other Financial Institutions Act, 2020 to submit that Insurance companies do not come within the meaning of other financial institutions under the Act. Counsel also submitted that regardless of the circular of November, 2025 of the 1st Defendant which made National Identification Number sufficient instead of the Bank Verification Number, section 64 (4) of the NIIRA must be struck down by the Court. Counsel therefore urged the Court to grant the reliefs of the Plaintiff.

Counsel to the 1st Defendant in his written address in support of Notice of Preliminary Objection formulated a sole issue for determination thus:

> **Whether the suit of the Plaintiff is not deserving of being struck out on any or combination of grounds contained in the Notice of Preliminary Objection.**

Learned Counsel submitted inter-alia that section 51 of the National Insurance Commission Act 2004 mandates a pre-action notice of 30 days to be served on the 1st Defendant prior to commencing a suit against the 1st Defendant. That the failure of the Plaintiff to serve pre-action notice on the 1st Defendant renders the suit incompetent.

Counsel also submitted that the Plaintiff lacks locus standi to bring this action as he failed to disclose the injury he has suffered that it above that of other policy holders. That the suit is in form of public interest litigation to which the Plaintiff lacks locus standi to maintain. Counsel also submitted that the suit of the Plaintiff is inviting the Court to rule on the legislative competence of the National Assembly and that this is an abuse of Court process.

In his written address in support of Counter Affidavit, 1st Defendant's Counsel submitted that the 1st Defendant fully complied with the

Nigeria Data Protection Act and the Nigerian Insurance Industry Act by requesting for the Bank Verification Number of the Plaintiff as part of the requirement for insurance policy holders. Counsel also submitted that the Regulatory framework for the use of Bank Verification Number does not intend it to be an exclusive preserve of banks and that other interested parties such as insurance companies can seek access to the BVN database. Thus the enactment of section 64 (4) of the Nigerian Insurance Industry Act, 2025. Counsel submitted that the BVN is needed to ensure financial transparency and other financial good practices thus it does not constitute a breach of the right to privacy of the Plaintiff under section 37 of the Constitution.

In written address in opposition to Notice of Preliminary Objection, Plaintiff's Counsel submitted that the condition precedent of pre-action notice only applies to 1st Defendant and does not extend to the other Defendants. Further that the facts in the case establishes the locus standi of the Plaintiff as his rights are threatened by the actions of the 1st Defendant and the provisions of the Nigerian Insurance Industry Reforms Act. Counsel urged the Court to grant the reliefs of the Plaintiff.

Responding to the Counter Affidavit of the 1st Defendant, Plaintiff's Counsel submitted that the demand for Bank Verification number by the 1st Defendant is excessive and not in line with the Nigeria Data Protection Act which mandates for a minimum. That the National Identity Number is sufficient since the Bank Verification Number has no practical value in this instance. Counsel therefore urged the Court to refuse the arguments of the 1st Defendant.

Counsel to the 2nd Defendant in his written address formulated a sole issue thus:

> **Whether the statutory, regulatory and policy framework of Nigeria lawfully authorizes the requirement for submission of BVN during insurance policy registration and whether such requirement is constitutionally valid.**

Counsel to the 2nd Defendant submitted inter-alia that the requirement for BVN in section 64 (4) of the Nigerian Insurance Industry Reform Act, 2025 is premised on the need to ensure a compliance tool rooted in financial system protection. Counsel submitted that insurance companies now pool funds from insurance policy holders which they invest and since this concerns the financial sector, it becomes necessary for policy holders to provide their Bank Verification Numbers. Counsel also relied on section 30 of the Money Laundering (Prevention and Prohibition) Act, 2022 which lists insurance institutions as financial institutions. Counsel therefore urged the Court to hold that section 64 (4) of the Nigerian Insurance Industry Reform Act is binding and same must be given effect by the Court.

Counsel to the Plaintiff in his Reply Address submitted inter-alia that insurance companies are not regulated by the Central Bank of Nigeria under the Banks and Other Financial Institutions Act. Further that the Court has powers to strike down any offending provisions of any Act of the National Assembly. He therefore urged the Court to dismiss the submissions of 2nd Defendant's Counsel.

Counsel to the 3rd Defendant in his written address formulated a sole issue for determination thus:

> **Whether the Plaintiff has made out a case against the 3rd Defendant in this suit.**

Learned Counsel submitted inter-alia that the entire case of the Plaintiff does not disclose any wrongdoing by the 3rd Defendant and that the 3rd Defendant has not breached any right of the Plaintiff to make it liable for any damages. Learned Counsel therefore urged the Court to dismiss the suit against the 3rd Defendant.

In Reply on Points of Law, Plaintiff's Counsel submitted that since the foundation of the suit is premised on the Bank Verification Number system, the 3rd Defendant is a necessary party in the suit since it is the custodian of the BVN database in Nigeria. Counsel urged the Court to consider the entire facts and hold that a reasonable cause of action has been disclosed against the 3rd Defendant.

Counsel to the 3rd Defendant in his Reply address submitted that the Counter Affidavit of the Plaintiff is incompetent as there is no affidavit for it to justify a Counter Affidavit. Counsel relied on **MAJOR CONCEPT LTD & ANOR VS EZE (2020) LPELR-50548 (CA).** Counsel also urged the Court to hold that since the address challenges the jurisdiction of the Court, it is deemed to be a Notice of Preliminary Objection.

Counsel to the 4th Defendant in his written address adopted the issues formulated by the Plaintiff. Learned Counsel submitted that 4th Defendant is in a limbo as to whether to comply with the circular from 1st Defendant or comply with the Nigerian Insurance Industry Act since it is a mandatory provision. Counsel also submitted that the circular has no statutory authority. Counsel placed reliance on **OMATSEYE VS FRN (2017) LPELR-42719 (CA).** Learned Counsel also submitted that since the NIIRA already requires the National Identity Number, mandating policy holders to submit their Bank Verification Number is excessive and not in line with section 24 (1) (b) of the Nigeria Data Protection Act, 2023.

The Court formulates the following issues for determination thus:

1. **WHETHER THE NON-SERVICE OF PREACTION NOTICE ON THE 1ST DEFENDANT RENDERS THE SUIT INCOMPETENT AGAINST IT.**

2. **WHETHER THE PLAINTIFF IS VESTED WITH LOCUS STANDI TO COMMENCE AND MAINTAIN THIS SUIT.**

3. **WHETHER THE PLAINTIFF IS ENTITLED TO HIS RELIEFS.**

Counsel to the 1st Defendant have raised some jurisdictional issues regarding the non-service of pre-action notice on the 1st Defendant as a necessary condition precedent to the assumption of jurisdiction by the Court. Another issue raised is whether the Plaintiff has locus standi to maintain this action. These jurisdictional hurdles must be cleared before the Court can examine the substantive issue if need be.

The issue of jurisdiction whenever it is raised must as a matter of necessity be determined as soon as possible. Jurisdiction in general terms refers to the extent of powers or authority exercised by a Court over a particular matter. It is seen as a threshold issue which determines how a Court should handle a matter. Where jurisdiction is lacking, any further action taken by a Court amounts to a nullity.

In **NIMR v. AKIN-OLUGBADE &ORS (2025) LPELR-80313(SC)**, the Supreme Court per Abiru JSC held:

"Now, jurisdiction is the authority which a Court has to decide matters that are litigated before it or take cognizance of matters presented in a formal way for its decision. It is the power of the Court to decide a matter in controversy and presupposes the existence of a duly constituted Court with control over the subject matter and the parties. Jurisdiction defines the power of Courts to inquire into facts, apply the law, make decisions and declare judgment. It is the legal right by which Judges exercise their authority. It is trite that jurisdiction is a hard matter of law that can only be determined in the light of the enabling statute. A Court of law cannot add to or subtract from the provisions of a statute. As a matter of law, a Court must blindly follow and apply the jurisdictional limits and limitations as contained or provided in a statute."

My noble Lord, Adah JSC in **HABU v. SULE & ORS (2024) LPELR-63002(SC)** on the issue of jurisdiction held thus:

"It is obvious in our law that jurisdiction is the cord of adjudication. It is the threshold and livewire that determines the authority of a Court to entertain a case before it. When a Court lacks jurisdiction, its judgment no matter how well written is a nullity. Consequentially, the appeal and the decision of the Court

of Appeal on such a judgment would be a nullity. See Martins v. Nicannar Food Co. Ltd &Anor. (1988) LPELR-1844(SC), Petrojessica Enterprises Ltd &Anor v. Leventis Technical Co Ltd (1992) LPELR-2915 (SC), Katto v. CBN (1991) 9 NWLR (Pt. 214) 126, Utih v. Onoyivwe (1991) 1 NWLR (Pt. 166) 166. Due to the importance of jurisdiction, issues of jurisdiction can be raised at any stage of a case, be it at the trial or on appeal to the Court of Appeal or to this Court; a fortiori, the Court can suo motu raise it. Once it is raised, it is of utmost necessity to have it determined early."

Kindly see also **APC & ORS v. ENUGU STATE INDEPENDENT ELECTORAL COMMISSION & ORS (2021) LPELR-55337(SC); PETROLEUM (SPECIAL) TRUST FUND v. FIDELITY BANK & ORS (2021) LPELR-56625(SC); MUYIDEEN v. NBA &ANOR (2021) LPELR-55885(SC).**

On the issue of non-service of pre-action notice, pre-action notice is a privilege enjoyed by statutory bodies to wit: they must be served with a notice of intention to sue them. The Pre-action notice is to give the body appropriate time to prepare for its defence. Where a Pre-action notice is specified to be mandatory then it must be complied with else the suit will be deemed incompetent except the Defendant waives its right.

In **MOBIL PRODUCING (NIG) UNLTD V. LASEPA & ORS (2002) LPELR-1887(SC),** Per EMMANUEL OLAYINKA AYOOLA, J.S.C, pungently and clearly laid and stated it thus:

> ***"A suit commenced in default of service of a pre-action notice is incompetent as against the party who ought to have been served with a pre-action notice provided such party challenges the competence of the suit."***

In **NNONYE V. ANYICHE (2005) 2 NWLR (PT.910) 623 AT P 646** the Supreme Court stated on the issue at hand thus:

> ***"It may be mentioned that the effect of non-service of a pre-action notice, where it is statutorily required, as in this case is only an irregularity which, however, renders an action incompetent. It follows therefore that the irregularity can be waived by a defendant who fails to raise it either by motion or plead it in the statement of defence"***

Kindly see also **UGWUANYI v. NICON INSURANCE PLC (2013) LPELR-20092(SC); NICON INSURANCE PLC v. ANAGBA VENTURES LTD (2018) LPELR-46672(CA).**

Section 51 (1) of the National Insurance Commission Act which is the establishment Act of the 1st Defendant provides:

"(1) No suit shall be commenced against the Commission before the expiration or a period of 30 days after written notice of intention to commence the suit shall have been served on the Commission by the intending plaintiff or his agent, and the notice shall clearly and explicitly state-

(a) the cause of action;

(b) the particulars of the claim;

(c) the name and place of abode of the intending plaintiff; and

(d) the relief which it claims."

The above provision is quite explicit as to the service of pre-action notice on the 1st Defendant which is backed by statute. A Defendant entitled to the service of pre-action notice such as the 1st Defendant is at liberty to raise same timeously via a motion or in its Counter Affidavit. Where this is done, it is deemed not to be a waiver and where the pre-action notice is found not to have been served on that party, it is entitled to have the suit dismissed against it.

In **OKORO v. PHRC (2025) LPELR-81281(SC)**, the Supreme Court held:

"A pre-action notice is a document that informs a potential Defendant of the intention of a potential Claimant/Plaintiff to sue

and the basis for such intention. The rationale behind pre-action notice is to prevent litigation where possible through amicable resolution of the grouse fueling the litigation drive. Where a Statute provides that a pre-action notice be served on a person before the institution of a suit, failure to issue and serve such pre-action notice can be termed as failure to fulfil a condition precedent to the proper institution of the suit which may in appropriate circumstances rob the Court of jurisdiction to hear the suit. It must be clearly stated, however, that this procedural determinant of jurisdiction is not of an equal footing with subject matter jurisdiction. It is one which must be raised timeously, as failure to so do would be termed waiver by the Courts. In defining pre-action notice, this Court in the case of NIGERCARE DEVELOPMENT CO. LTD v. ADAMAWA STATE WATER BOARD & ORS (2008) LPELR-1997(SC) (Pp 13-14 Paras B - B) per Ikechi Francis Ogbuagu, JSC, held thus: "In Captain Amadi v. NNPC case (supra), Uwais, CJN (Rtd.) at page 8 of the NWLR, reiterated his said views in Katsina Local Authority case (supra). It was also held - per Karibi-Whyte, JSC, that the said purpose or purposes, of pre-action Notice, are legitimate and are recognized procedural provisions to give the defendant "breathing time so as to enable him or it, determine whether he or it, should make reparation to *the plaintiff". See also the case of Ngelela v. Tribal Authority. Nongowa Chiefdom (1953) 14 WACA 325 @ 327, where Sutton, PJ stated inter alia, as follows: "The language is imperative and would appear to debar a Court from entertaining a suit instituted without compliance with its provision. The object of the notice is to give the defendant a breathing time to enable it determine whether he would make reparations to the Plaintiff. " It was also held in Captain Amadi v. NNPC case (supra), that while the issuance of the Notice by a prospective Plaintiff, is mandatory, the particulars to be included in the Notice - i.e. the cause of action, particulars of claim, name and place of abode of the intending Plaintiff and the relief to be claimed, are directory." On the implications of pre-action in terms of jurisdiction, this Court in the case of NTIERO v. NPA (2008) LPELR-2073(SC) (Pp 24 - 25 Paras C - A), per Ibrahim Tanko Muhammad, JSC held thus: "It may be mentioned that the effect of nonservice of a pre-action notice, where it is statutorily required, as in this case is only an irregularity which, however, renders an action incompetent. It follows therefore that the irregularity can be waived by a defendant who fails to raise it either by motion or plead it in the statement of defence- see Katsina Local Authority v. Makudawa (1971) 1 NMLR 100. If, therefore, a defendant refuses to waive it* *and he raises it, then the issue becomes a condition precedent which must be met before the Court could exercise its jurisdiction"*

Kindly see also **LUSHANN ETERNIT ENERGY LTD & ANOR v. AMCON & ANOR (2024) LPELR-61768(CA); ERUCHIE & ORS v. A-G, ENUGU STATE & ORS (2024) LPELR-62561(CA).**

The 1st Defendant in this matter has raised the issue of pre-action notice in its processes, thus it did not waive it even if it has filed processes, it does not amount to waiver. The 1st Defendant as a matter of law is entitled to pre-action notice. Having not been served, the non-service is an irregularity which renders the suit incompetent against the 1st Defendant. Consequently, the 1st Defendant is hereby struck out from the suit on the ground of failure to serve pre-action notice on it.

With respect to issue two, locus standi checkmates frivolous suits and tests what connection the Plaintiffs have with the Defendants to be entitled to any of the reliefs sought. It is also intrinsic to jurisdiction as held by the Supreme Court in **AJAYI v. ADEBIYI & ORS (2012) LPELR-7811(SC)** the Apex Court held thus:

"Locus standi and jurisdiction are interwoven in the sense that locus standi goes to affect the jurisdiction of the Court before

which an action is brought. Thus where there is no locus standi to file an action, the Court cannot properly assume jurisdiction to entertain the action. Locus standi being an issue of jurisdiction can be raised at any stage or level of the proceedings in a suit even on appeal at the Court of Appeal by any of the parties without leave of Court or by the Court itself suo motu. The issue can be raised, after the plaintiff has duly filed his pleadings by a motion and or in a statement of defence. Locus standi to institute proceedings in a Court is not dependent on the success or merits of a case; it is a condition precedent to the determination of a case on the merits."

To underscore the importance of locus standi to the competence of a suit, the Supreme Court in **CITEC INTL ESTATES LTD &ORS v. FRANCIS &ORS (2021) LPELR-53083(SC)** held as follows:

> *"'Locus standi' (or standing) denotes the legal capacity to institute proceedings in a Court of law. Standing to sue is not dependent on the success or merits of a case; it is a condition precedent to a determination on the merits. It follows therefore, that if the plaintiff has no locus standi or standing to sue, it is not necessary to consider whether there is a genuine case on the merits; his case must be struck out as being incompetent."*

Kindly see also **ASSET MANAGEMENT NOMINEES LTD &ANOR v. FORTE OIL PLC &ORS (2023) LPELR-60186(SC);**

Counsel to the 1st Defendant had argued that the Plaintiff lacks locus standi to commence this action as he failed to disclose a specific injury which is greater than other Nigerian insurance holders. Counsel argued that the suit is in the nature of a public interest suit.

Now one of the critical factors that determines jurisdiction is the disclosure of injury suffered by the Plaintiff which entitles it to reliefs. The injury suffered must be cogent and not be common to the generality of the public. The Plaintiff here claimed that he was served with a letter which contained a circular from the 1st Defendant stating that he would need to provide his Bank Verification Number to renew his insurance policy. While this no doubt may seem like a general grievance common to a lot of people, the Plaintiff did not bring this action on behalf of the public. He brought it for himself and he stated that his right to privacy is threatened by the requirement of section 64 (4) of the Nigerian Insurance Industry Reform Act 2025 which mandates the provision of Bank Verification Number. The Plaintiff exhibited the letter sent to him by the 4th Defendant informing him of this development. This letter dated 28th October, 2025 addressed to the Plaintiff has made the Plaintiff entitled to ventilate his personal grievance in this matter. The Plaintiff as principal partner of J.B Daudu & Co is personally affected and he has stated that the renewal of the insurance contracts with the 4th Defendant is due for December 2025 which means it has become imperative for him to file suit as he runs the real risk of the insurance contracts expiring without any renewal.

All these facts establish the fact that the Plaintiff is firmly vested with locus standi to commence this action to protect his and his law firm's interest in the matter. I therefore hold that the Plaintiff has locus standi to institute this action. Consequently, this issue is resolved in favour of the Plaintiff.

With respect to the substantive issue, the Plaintiff's grievance is that the compulsory demand for his bank verification number through a circular issued by the 1st Defendant pursuant to section 64 (4) of the Nigerian Insurance Industry Reform Act is a breach of his right to privacy and that the demand for Bank Verification Number is unnecessary since there is already provision for National Identification Number.

To begin with, it is important to give a background to Bank Verification Number and how it came to be and who has the right to demand for Bank Verification numbers.

Regulation 1.1 of the Regulatory Framework for the Bank Verification Number (BVN) Operations and Watch-list for the Nigerian Banking Industry provides:

> *"The Central Bank of Nigeria, in collaboration with the Bankers' Committee, deployed a centralised Bank Verification Number (BVN) System in February 2014. This is part of the overall strategy of ensuring effectiveness of Know Your Customer (KYC) principles, and promotion of safe, reliable and efficient payments system. The BVN system gives each customer in the Nigerian banking industry, a unique identifier number. This Framework defines the operations of BVN as well as the establishment and operations of a Watch-list for the Nigerian Banking Industry, to address increasing incidence of frauds and to enhance public confidence in the banking industry. This Framework, without prejudice to existing laws, is a guide for the operations of the Watch-list in the Financial System. The Watch-list is a database of customers identified by their BVNs, who have been involved in confirmed cases of breaches, as defined within the framework."*

The clear intention of creating a Bank Verification Number database is to address instances of fraud and financial malfeasance and to strengthen financial transparency in the banking sector. It therefore follows that any information which does not directly involve financial fraud, a person's bank verification number is not required.

As to whether the 1st and 4th Defendants as players in the Insurance industry can demand for the Plaintiffs bank Verification Number, it important to consider who can participate in the bank verification number process under the Regulatory Framework for the Bank Verification Number (BVN) Operations and Watch-list for the Nigerian Banking Industry.

The participants in the Bank Verification Number scheme are listed in Regulation 1.4.1 as follows:

> ***"1.4.1 Participants in BVN Operations and Watch-list This Regulatory Framework shall guide the activities of the participants in the provision of BVN Operations and Watch-list. Participants include:***
>
> ***i. Central Bank of Nigeria (CBN);***
>
> ***ii. Nigeria Inter-Bank Settlement System Plc (NIBSS);***
>
> ***ili. Banks;***
>
> ***iv. Other Financial Institutions (OFIs); and***
>
> ***v. Customers."***

From the above participants, there is no mention of insurance companies or the insurance industry. The law is trite that the expression mention of something excludes every other thing not mentioned. This is expressed in the Latin maxim of expressio unius est exclusio alterius.

The Supreme Court in **OKOH v. FEDPOLY BAUCHI & ANOR (2024) LPELR-62580(SC)** re-echoed this cannot of interpretation of statutes when it held thus:

> ***"It is a recognised canon of interpretation of statutes, which embrace subsidiary enactments, that the express mention of specific thing excludes the other things unmentioned. In the Latin days of the law, it was encapsulated thus: Expressio unius est exclusio alterius or Inclusio unius est exclusio alterius or Enumeratio unius est exclusio alterius. The case law has since given its blessing to this rule of interpretation"***

Kindly see also **JEGEDE & ANOR v. INEC & ORS (2021) LPELR-55481(SC).**

The non-mention of insurance businesses as part of the participants of Bank Verification Number means that insurance companies are not meant to partake in Bank Verification Number framework.

I must say here that Bank Verification Number is a unique identifier which has brought greater transparency in our financial system. It is a number linked to all the bank accounts of a person such that it is easy to track the person and collect evidence of his financial state. It therefore becomes a mystery how bank verification number is of any use to insurance companies.

Insurance companies are in the business of providing insurance policy to persons and entities, taking premiums for the policies and indemnifying such persons when the event insured against occurs. Even though payments are made in insurance transactions, it is not like in banks where monies can be moved between entities such that it becomes easy to carry out money laundering and financial fraud. The Regulatory Framework has limited the operation and use of Bank Verification Number to banks and other financial institutions alone.

The 1st and 4th Defendants are not banks neither are they other financial institutions carrying on banking business under the Banks and Other Financial Institutions Act. In section 131 which is the interpretation section of the Act, banking business means ***"the business of receiving deposits on current account, savings deposit account or other similar account, paying or collecting cheques, drawn by or paid in by customers; provision of finance consultancy and*** *advisory services relating to corporate and investment matters, making or Managing investments on behalf of any person whether such businesses are conducted digitally, virtually or electronically only or such other business as the Governor may, by order published in the Gazette, designate as banking business"*

"Other financial institution" means ***"any individual body, association or group of persons; whether corporate or unincorporated other than the banks licensed under this Ball, which carry on the business of a discount house, bureau de change, finance company, money brokerage, authorized buying of foreign exchange, international money transfer services, mortgage refinance company, mortgage guarantee company. financial holding company or payment service providers regardless of whether such businesses are conducted digitally, virtually or electronically only and companies whose objects include factoring, project financing, equipment leasing, debt administration, fund management, private ledger services, investment management, local purchases order financing and such other business as the Bank may from time to time, designate regardless of whether such businesses are conducted digitally, virtually or electronically only;***

The 4th Defendant as an insurance company does not carry on banking business neither is it listed as other financial institutions.

Likewise in section 57 of the Banks and Other Financial Institutions Act provides:

57.—(1) Without prejudice to the provisions of Chapter A of this Act, no person shall carry on specialised banking or business of other financial institution in Nigeria other than insurance, pension fund management, collective investment schemes and capital market business as defined respectively in the Insurance Act, the Pension Reform Act and the investment and Securities Act except it is a company duly incorporated in Nigeria and holds a valid licence granted under this Act.

(2) In this section, "business of other financial institutions" include:

(a) business of a discount house:

(b) bureau de change ;

(c) credit bureau ;

(d) finance company or money brokerage;

(e) international money transfer services;

(f) mortgage refinance company;

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(g) mortgage guarantee company;

(h) credit guarantee;

(i) financial holding company or payment service providers; and

(j) businesses whose objects include

(i) factoring,

(ii) project financing,

(iii) equipment leasing,

(iv) debt administration,

(v) private ledger services,

(vi) investment management,

vii) local purchases order financing,

(viii) export finance, and

(ix) such other business as the Bank may, from time to time, designate, regardless of whether such businesses are conducted digitally, virtually, or electronically only."

All the businesses mentioned here make no single mention of insurance company or insurance industry. Now section 64 of the Nigerian Insurance Industry Reform Act 2025 provides:

"(1) Where an insurer requires an insured to complete a proposal form or any other application form for insurance, the form shall be drawn up in a manner as to elicit such information as the insurer considers material in accepting the application for insurance of the risk and any information not specifically requested shall be deemed not to be material.

(2) The proposal form or any other application form for insurance shall be printed in easily readable letters with an inscription in a conspicuous place on the front page, that "the insurance agent who assists an applicant to complete an application or proposal form for insurance shall be deemed to have done so as the agent of the applicant".

(3) A disclosure or representation made by the insured to the insurance agent shall be deemed to be a disclosure or representation to the insurer provided the agent is acting within his authority.

(4) The provision of the Bank Verification Number (BVN) and National Identification Number (NIN) shall form part of the material information required for submission to the insurer in the case of an individual insured and corresponding Corporate Affairs Commission documents in the case of a corporate entity."

A look at the above shows that the requirement for Bank Verification Number has nothing to do with financial transparency or to detect fraud but as merely an identifier of persons in the completion of a proposal form or an application form for insurance. This is more evident in subsection (4) which only requires incorporation documents for corporate entities. This means that the documents in that section 64 (4) are only documents to establish the identities of the named persons and has nothing to do with financial transactions. This Court is well aware that corporate entities have corporate bank accounts but not a single document regarding their bank account is required under section 64 (4) of the Act.

This Court agrees with the position of the Plaintiff that the National Identification Number is sufficient to identify him and he should not be compelled to provide his Bank Verification Number to a person that has no infrastructure to guarantee the safety and protection of the

Bank Verification Number. This is in line with section 24 of the Nigerian Data Protection Act, 2023 which provides:

> *"24. (1) A data controller or data processor shall ensure that personal data is —*
>
> *(a) processed in a fair, lawful and transparent manner;*
>
> *(b) collected for specified, explicit, and legitimate purposes, and not to be further processed in a way incompatible with these purposes;*
>
> *(c) adequate, relevant, and limited to the minimum necessary for the purposes for which the personal data was collected or further processed;*
>
> *(d) retained for not longer than is necessary to achieve the lawful basis for which the personal data was collected or further processed;*
>
> *(e) accurate, complete, not misleading, and, where necessary, kept up to date having regard to the purposes for which the personal data is collected or is further processed; and*
>
> *(f) processed in a manner that ensures appropriate security of personal data, including protection against unauthorised or*

unlawful processing, access, loss, destruction, damage, or any form of data breach."

I am particular about subsection (1) (c) which limits data collection to the minimum necessary. This ensures that a person is not under compulsion to provide too much personal data except where such is relevant. The National Identification Number is sufficient to identify Nigerians and they do not have to provide their Bank Verification Number to insurance companies for the purpose of identification. Bank Verification Number in this instance is irrelevant especially as it has nothing to do with banking transactions.

Holding otherwise would mean that every other registration done by Nigerians might one day demand for Bank Verification Number such as registration for voter's card and registration for a driver's license or international passport. This would be absurd and totally against the private and confidential nature of a person's Bank Verification Number. In fact if every government agency is allowed to demand for bank verification number of citizens, then it makes a mockery of the whole essence of the Bank Verification Number framework. It also opens the door to breach of this sensitive data. A person's Bank verification number is very sensitive and links all his bank accounts. A breach of this information can lead to serious financial loss for such a person. Thus, making it compulsory for insurance policyholders to provide their Bank Verification Number before they can enter into insurance contracts or renew same is in the opinion of this Court unnecessary and unduly exposes them to data breach. Moreso as the 1st Defendant has not shown or demonstrated how it intends to use the Bank Verification Numbers or the mechanisms put in place to ensure confidentiality and safety of the data. Without doing the needful and without being a banking institution, I hold that insurance companies cannot compel insured persons or entities to provide their Bank Verification Numbers before entering into insurance contracts or renewing same.

On whether this Court has the powers to scrutinize and strike down an Act of the National Assembly, section 1 (3) of the Constitution of the Federal Republic of Nigeria 1999 (as amended) provides:

> ***"3) If any other law is inconsistent with the provisions of this Constitution, this Constitution shall prevail, and that other law shall to the extent of the inconsistency be void."***

The implication of the above provision is that where a law conflicts with the clear provisions of the Constitution, such law to the extent of its inconsistencies can be struck down. The duty to do this is vested in the Court.

In **GOVERNOR, EKITI STATE & ORS v. OLAYEMI (2014) LPELR-23477(CA)** the Court of Appeal held:

> *"...The action of the Respondent is undoubtedly justiciable having regard to the provision of the amended 1999 Constitution in Section 1 (3) that prohibits the existence of any other law that is inconsistent with its (Constitution) provision and declaring that such other law shall be void to the extent of the inconsistency with the Constitution. It is my considered view that it has been sufficiently demonstrated that the amended 1999 Constitution has expressly donated to the Courts the power to pronounce on the constitutionality of any law made by a legislature such as the 3rd Appellant vis-a-vis the provision of the said Constitution. Furthermore, I am of the considered view that it has been sufficiently demonstrated that where the Constitution itself expressly vests in the Courts the power to pronounce on the constitutionality of a law vis-a-vis its provision, then the Courts cannot be said to be breaching or violating the doctrine of separation of powers in discharging the duty imposed on them. Against the backdrop of all that has been stated, I therefore and without hesitation hold that the lower Court did not violate the doctrine of separation of powers in entertaining and pronouncing on the constitutionality of Law No. 7 of 2011. All that the lower*

Court did in this regard was in the discharge of the power vested in it by the Constitution itself"

The right to privacy of the Plaintiff is established under section 37 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended) which provides:

"The privacy of citizens, their homes, correspondence, telephone conversations and telegraphic communications is hereby guaranteed and protected."

Beyond the above class of information, the right to privacy extends to personal data as defined under the Nigeria Data Protection Act as:

"personal data" means any information relating to an individual, who can be identified or is identifiable, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, psychological, cultural, social, or economic identity of that individual."

This is more comprehensive and includes data such as Bank Verification Number which is a unique identifier linked to the bank accounts of an individual. The Court of Appeal in **INCORPORATED**

TRUSTEES OF DIGITAL RIGHTS LAWYERS INITIATIVE & ORS v. NIMC (2021) LPELR-55623(CA) held thus:

"As it relates to data protection, the Federal Government had recently in January, 2019, introduced, through the National Information Technology Development Agency (NITDA), a regulation relating to data protection, which is the Nigeria Data Protection Regulation, 2019 (NDPR, 2019). It is this extant Regulation that has now made provision relating to personal data rights and protection, to which the Appellants have placed heavy reliance. ?As rightly observed in paragraph 26 of the Appellants' Brief of Argument, the Preamble of the NDPR, 2019 indicates that that the NDPR, 2019 was made as a result of concerns and contributions of stakeholders on the issue of privacy and protection of personal data. In Article 1.1(a) of the said Regulations, it is stated that one of the objectives of the NDPR, 2019 is to safeguard the rights of natural persons to data privacy. It is instructive to observe that the NDPR, 2019 specifically provides in Article 2.9 as follows: Notwithstanding anything to the contrary in this Regulation, the privacy right of a Data subject shall be interpreted for the purpose of advancing and never for the purpose of restricting the safeguards data subject is entitled to under any data protection instrument made in furtherance of

fundamental rights and the Nigeria laws. (underlining mine for emphasis). Even from the holding of the trial Court at pages 89-90 of the Record which I have quoted above and the dictum of Agim, JCA (as he then was) in NWALI v EBSIEC (supra), as well as the provisions of Article 2.9 of the NDPR, 2019 which I have quoted above, it is beyond doubt that, even as the scope of "privacy of citizens' as used in Section 37 of CFRN, 1999 remains undefined, such a scope will undoubtedly include the privacy and protection of the personal data of citizens. On the relationship between the NDPR, 2019 and Section 37 of the CFRN, 1999, it is pertinent for me to state that the CFRN, 1999 makes provisions in Chapter IV guaranteeing the various fundamental rights of the citizens. But as I stated earlier, the nature and scope of those rights and even their limitations, are in most instances furthered by other statutes, regulations or other legal instruments. It is in this instance that the NDPR, 2019 must be construed as providing one of such legal instruments that protects or safeguards the right to "privacy of citizens" as it relates to the protection of their personal information or data, which the trial Court had rightly adjudged at page 89 of the Record to be part of the privacy right guaranteed by Section 37 of the CFRN, 1999. Apart from the provisions of Article 2.9 of the NDPR, 2019 quoted above, which *specifically linked the NDPR, 2019 to the fundamental rights guaranteed in Chapter IV of CFRN, 2019, a further look at the provisions of the NDPR, 2019 tends to reinforce this position. In Article 1.2 relating to the scope of the Regulation, it is stated in paragraph (c) that "this Regulation shall not operate to deny any Nigerian or any natural person the privacy rights he is entitled to under the law, regulation, policy, contract for the time being in force in Nigeria or in any foreign jurisdiction." From the foregoing therefore, I have hesitation in holding that personal data protection as provided in the National Data Protection Regulations generally falls under the fundamental right to privacy which is guaranteed by Section 37 of the CFRN, 1999. This was in a way also acknowledged by the trial Court when it held that right to privacy guaranteed in Section 37 of CFRN, extends to anything that is private and personal, including personal communication and personal data"*

As part of the right to privacy, a data subject has the right to only permit or release minimum personal data that is relevant to the purpose it is needed for in accordance with section 24 (1) (c of the Nigeria Data Protection Act. The requirement for Bank Verification Number before an insured person can apply for insurance or renew his insurance policy is clearly extraneous and unnecessary especially as the use for the Bank Verification Number is simply to identify the person. The National Identification Number is sufficient for this purpose and it constitutes a breach of the Plaintiff's right to privacy for section 64 (4) of the Nigerian Insurance Industry Reform Act 2025 to demand insured persons to provide their Bank Verification Number. Thus, the inclusion of Bank Verification Number in section 64 (4) of the Nigerian Insurance Industry Reform Act 2025 is inconsistent with the right to privacy of the Plaintiff. Consequently, it is void and same ought to be deleted from section 64 (4) of the Act.

This Court is aware of a circular dated 21st November, 2025 from the National Insurance Commission wherein the requirement for Bank Verification Number for insurance policy holders was removed leaving only National Identification Number and Corporate Affairs documents for individuals and corporate entities respectively.

As seemingly favourable as the circular was, the law is that circulars in themselves have no statutory effect. In **AMAECHINA & ANOR v. HON. MINISTER OF EDUCATION & ORS (2018) LPELR-51051(CA)**, the Court of Appeal held:

> ***"On the legal status of government circulars, the Apex Court in MAIDERIBE VS FRN 2014 5 NWLR AT 92 held thus:- "In administrative law book eight edition co-authored by Professor***

W. Wade and C. Forsyth at page 851 throws light on the status of department circulars generally, such circulars are- "a common form of administrative document by which instructions are disseminated, ... Many such circulars are identified by serial numbers and published and many of them contain general statements of policy; .... They are therefore of great importance to the public giving much guidelines about government organization and the exercise of discretionary powers. In themselves, they have no legal effect whatsoever, having no statutory authority".

Asides the above, the circular cannot purport to amend the clear provisions of the Nigerian Insurance Industry Reform Act 2025. This was the position of the Court of Appeal in **AMAECHINA & ANOR v. HON. MINISTER OF EDUCATION & ORS (Supra)** where it held:

"To state that the contents of mere circulars, directed to an administrative body, without further action by that administrative body when such is required, can be held to have altered a written position, especially as it concerns entrenched and enacted provisions of the law, as the Appellants are asserting in this appeal, is in my view not the correct position of the law. To permit the above would mean that a statute or even a written

document could be amended or altered by means other than what the law or document provides for and this cannot be good law."

The circular of 21st November, 2025 can amend or substitute section 64 (4) of the Nigerian Insurance Industry Reform Act, 2025. Consequently, this Court reiterates that notwithstanding the circular, the addition of Bank Verification Number in section 64 (4) of the Act must be deleted

In final analysis, the claim of the Plaintiff therefore succeeds and he has been able to establish a breach of his right to privacy with respect to section 64 (4) of the Nigerian Insurance Industry Reform Act 2025. He is therefore entitled to reliefs. Consequently, it is hereby ordered as follows:

1. THIS HONOURABLE COURT HEREBY DECLARES THAT the provision of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to Insurers as mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025, for reasons of its inconsistency with section 37 of the Constitution of the Federal

Republic of Nigeria 1999 is unconstitutional, ultra vires, illegal, invalid and therefore null and void.

2. THIS HONOURABLE COURT HEREBY DECLARES THAT the inclusion of Bank Verification Number as part of material information required for submission to Insurers by the Insured in section 64(4) of the Nigeria Insurance Industry Reform Act 2025, is unwarranted, risky, unlawful and a breach of the Plaintiff's fundamental right to privacy

3. THIS HONOURABLE COURT HEREBY DECLARES THAT the non-inclusion of the Insurers or Insurance Companies as business entities subject to the existing regulatory frameworks for BVN Operations and watch-list in section 67 and 131 of the Banks and Other Financial Institutions Act, 2020, and Regulation 1.4.1 Central Bank Of Nigeria Regulatory Framework for Bank Verification Number (BVN) Operations And Watch-List for the Nigerian Banking Industry 2021, Section 64(4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to empower the 4th Defendant and other Insurers to demand, process and retain the BVN of the Plaintiff and all Nigerians as pre-condition for the validation of contracts of Insurance is unconstitutional, ultra vires, null and void.

4. THIS HONOURABLE COURT HEREBY DECLARES THAT in the absence of any existing law or regulation for the processing, control management and protection of BVN data privacy, being a high risk sensitive personal data of Nigerians, by Insurers and Insurance Companies, Section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, and Circular No: NAICOM/TD/MCCB/CIR/58/2025 issued by the National Insurance Commission on 22nd October 2025, to the extent that it exposes the Plaintiff and all Nigerians to the risk of unprotected and unregulated use of their respective BVN data by Insurers or Insurance Companies including the 4th Defendant without guarantee for indemnity is unconstitutional, ultra vires, null and therefore void.

5. THIS HONOURABLE COURT HEREBY DECLARES THAT notwithstanding the purported issuance by the National Insurance Commission of Circular no: NAICOM/TD/MCCB/CIR/73/2025 dated the 21st of November 2025 wherein it purported to amend its earlier circular no NAICOM/TD/MCCB/CIR/S8/2025 issued on 22nd October 2025 by removing the requirement of the submission of the insurance customer's BVN, the said modification is ineffectual, incompetent, inadequate and indecisive as the purported

circular does not affect the mandatory statutory requirement of section 64 (4) of the Nigeria Insurance Industry Reform Act 2025, to the extent that it purports to compel the Plaintiff and all Nigerians to respectively submit their personal Bank Verification Numbers to Insurers as mandatory pre-condition for the formation or renewal or continuation of a contract of insurance from 31st December 2025.

6. THIS HONOURABLE COURT HEREBY MAKES AN ORDER DELETING the words "Bank Verification Number" in the said section 64(4) of the Nigeria Insurance Industry Reform Act 2025.
7. THIS HONOURABLE COURT HEREBY MAKES AN ORDER OF PERPETUAL INJUNCTION restraining the Defendants from taking any steps to implement Circular No: NAICOM/TD/MCCB/CIR/58/2025 issued by the National Insurance Commission on 22nd October 2025, to the extent that it requires the Plaintiff and all Nigerians to disclose or submit their respective personal Bank Verification Numbers (BVN) to Insurers as mandatory precondition for the formation and/or renewal of a contract of insurance.
8. THIS HONOURABLE COURT HEREBY MAKES AN ORDER OF PERPETUAL INJUNCTION restraining the Federal Government of Nigeria, by itself or acting through any of its Ministries, Agencies,

Servants or Proxies howsoever described from seeking to enforce the provisions of section 64(4) of the Nigeria Insurance Industry Reform Act 2025, in relation to Bank Verification Numbers as adequate protective and preventive mechanism must be taken for Data protection.

J.K. OMOTOSHO
Judge
1/7/2026

Appearances

C.E Ogbozor Esq. with Precious Andrew Esq. and Esther Eigbomian Esq.- for the Plaintiff

Ahmad Eleburuike Esq. with U.D. Achem Esq.- for the 1st Defendant

Musa Abdul Esq.- for the 2nd Defendant

I. **Egem-Nse Esq. with Samuel Ofoto Esq.-** for the 3rd Defendant

I.A Uche Eze Esq. Holding the brief of Hyginius Ibega Esq.- for the 4th Defendant