JURISDICTIONAL OVERLAPS IN INSURANCE REGULATION: NIIRA 2025 AND COMPETITION LAW IN NIGERIA

Bolarin Aliyu Faniyan*

Abstract

The emergence of the 2025 Nigerian Insurance Industry Reform Act (NIIRA) has ushered in changes to the Nigerian insurance sector. The Act is accompanied by several notable provisions that set it apart from previous insurance legislation. Some of these provisions, however, have raised the question of possible jurisdictional overlap with the Federal Competition and Consumer Protection Commission (FCCPC) concerning matters of competition law. This article assesses the evolution of insurance legislation in Nigeria leading up to NIIRA, examining its objectives and the intent behind the legislation. It also employs a theoretical stance that considers the relationship between sector-specific regulators (NAICOM) and the economy-wide regulator (FCCPC). It further examines instances of jurisdictional overlap between the FCCPC and other sectors, considering relevant case law. Hereafter, this article proceeds to resolve the issue of overlap. It also makes a comparative analysis of systems employed by other countries as opposed to Nigeria's regulatory framework. Following this, recommendations are proposed to address the issue of overlap.

Keywords: Insurance, NIIRA, Regulation, FCCPC, Competition Law

1.0 INTRODUCTION

The insurance sector in Nigeria has been evolving over the years, and with each evolution came significant changes. The most recent step of evolution is the enactment of the Nigerian Insurance Industry Reform Act (NIIRA), which was signed into law in July 2025, and replaced the

* Lecturer, Faculty of Law, Baze University, Abuja

previous 2003 Insurance Act, as the primary insurance legislation in Nigeria. It also consolidated other insurance laws and formed a singular and cohesive legislation.[1] The NIIRA has been hailed as providing a more comprehensive framework to match the needs and realities of the present-day insurance business.[2] It is based on these current realities of globalisation and emerging global insurance trends within developing nations that the Act models several of its innovations for the Nigerian insurance industry.

Notwithstanding these innovations, the Act raises important legal and regulatory questions. Of particular significance is the possibility of jurisdictional overlap between certain NIIRA provisions and the existing competition law regime. This concern arises because competition and consumer protection in Nigeria fall primarily within the scope of the Federal Competition and Consumer Protection Act (FCCPA), administered by the Federal Competition and Consumer Protection Commission (FCCPC), which exercises broad powers over anti-competitive conduct, abuse of dominance, restrictive agreements, and merger control across all sectors of the economy.

Against this background, this paper examines whether, and to what extent, NIIRA encroaches upon matters ordinarily regulated under the FCCPA. Section 2 begins by outlining the evolution of the Nigerian insurance regulatory framework, tracing the development of insurance legislation prior to NIIRA and identifying the factors that led to its enactment. Section 3 then considers the theoretical frameworks

[1] Olaniwun Ajayi LP, New Minimum Capital Framework in Nigeria's Insurance Sector: Risk-Based Approach and the Implications for Mergers and Acquisitions (OALP Mergers and Acquisition and Private Equity Practice Newsletter, December 2025).

[2] Tamuno Atekebo, Naomi Kabowei and Osaretin Kevin-Sadhere, Key Highlights of the Nigerian Insurance Industry Reform Act 2025 (Stream-Sowers & Köhn Notes, November 2025).

relevant to resolving questions of jurisdictional overlap and identifies the framework most suitable for analysing the relationship between NIIRA and the FCCPA. Section 4 examines the role of the NIIRA in regulating competitive practices in the insurance industry and that of the FCCPC as Nigeria's primary competition and consumer protection regulator, with particular attention to the statutory supremacy clause and its implications for sector-specific legislation.

Section 5 builds on this analysis by reviewing prior conflicts between the FCCPC and other sectoral regulators, as well as judicial attitudes to the Commission's authority and the operation of the supremacy clause. Section 6 then applies the adopted analytical framework to specific NIIRA provisions to test the validity of claims of jurisdictional overlap, the circumstances in which such overlap may arise, and the legal consequences that may follow.

Section 7 undertakes a comparative analysis of regulatory coordination models in jurisdictions such as South Africa and the United Kingdom, with a view to identifying approaches that may be adapted to the Nigerian context. The paper concludes by offering recommendations for improving regulatory coordination and for managing instances of overlap where they arise.

2. EVOLUTION OF INSURANCE REGULATION IN NIGERIA

The Insurance Act of 1961 was the first legislation regulating insurance in Nigeria. It was the preeminent law in the insurance industry, but it was not a standalone legislation, and was employed alongside other specific insurance legislation like the Marine Insurance Act 1961 and the previously enacted Motor Vehicle Act of 1951.[3] The Act of 1961 was eventually displaced by the 1976 Insurance Decree

[3] Yerokun, Olusegun, *Insurance Law in Nigeria* (Princeton Publishing Co 2013).

which was followed by the subsequent 1991 and 1997 Insurance Decrees.[4] The latter of which was responsible for the establishment of the National Insurance Commission. The Insurance decree remained in use, until 2003 when it was repealed, and once again replaced by another Insurance Act.

In addition to the Insurance Act of 2003, insurance legislation in Nigeria was administered under 5 other insurance laws: The Motor Vehicle (Third Party) Act 1950, The Marine Insurance Act 1961, The National Insurance Corporation Act 1969, The Nigerian Reinsurance Corporation Act 1977, and the Insurance Act of 2003 which were all simultaneously in use before they were repealed by the 2025 Nigerian Insurance Industry Reform Act (NIIRA) which now serves as the primary insurance legislation in Nigeria.[5]

Over the years, Nigeria's insurance regulatory landscape has undergone significant reforms aimed at strengthening institutional capacity and aligning with global standards, and while the Insurance Act of 2003 laid the groundwork for regulation, it was later deemed insufficient in addressing emerging challenges, such as poor claims culture and weak insurer obligation, regulatory gaps etc.[6] For instance, the implementation of multiple insurance legislation, each addressing different insurance areas, created a fragmented framework making it

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[4] ibid.

[5] Oluwakemi Abimbola, 'NIIRA: Legislation That Defined Insurance in 2025' (*Punch Newspapers*29 December 2025) <https://punchng.com/niira-legislation-that-defined-insurance-in-2025/> accessed 2 February 2026.

[6] Agbo Ishmael Umunnaikwe and Agbo Prisca Ebele, 'A Critical Review of the Nigerian Insurance Act 2003: Addressing Deficiencies in Utmost Good Faith and Pre-contractual Disclosure of Terms and Conditions' (2025) 9(7) Journal of Management Science and Career Development 200-208.

more difficult for NAICOM to effectively administer.[7] NIIRA was introduced to modernise Nigeria's insurance industry by creating a comprehensive and uniform framework for the administration of insurance laws. It has managed to do this by replacing the previously disjointed laws and standing as one holistic law.[8]

Before NIIRA, the insurance sector in Nigeria failed to significantly contribute to the Nigerian economy in comparison to other African countries with similar large populations and landmass, such as South Africa, who by 2021, could reportedly boast of 13% insurance penetration, whereas Nigeria could only claim a 0.3% insurance penetration.[9] This illustrates an under-exploration of opportunities within the sector as well as the inefficiency of the insurance regime of the time.[10]

Besides it improving on the weaknesses of the previous framework, NIIRA has fostered several notable and positive developments in the insurance sector such as the introduction of a new Capitalisation Requirement applicable to Life, Non-Life and Reassurance companies.[11] It also employs risk-based approach requiring insurance companies to hold capital that is proportionate to the level and type of risks they assume.[12] These innovations are accompanied by stricter

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[7] Ebelechukwu Okiche, Emeka Adibe and Clara Obi-Ochiabutor, 'Dysfunctional Nigerian Insurance Industry: Failure of Law or Regulation?' (2022) 17 *The Nigerian Judicial Review* 109.
[8] Nigerian Insurance Industry Reform Act 2025 (commencement provision)
[9] Ebelechukwu Okiche, Emeka Adibe and Clara Obi-Ochiabutor, 'Dysfunctional Nigerian Insurance Industry: Failure of Law or Regulation?' (2022)17 *The Nigerian Judicial Review* 109.
[10] ibid.
[11] Olaniwun Ajayi LP, New Minimum Capital Framework in Nigeria's Insurance Sector: Risk-Based Approach and the Implications for Mergers and Acquisitions (OALP Mergers and Acquisition and Private Equity Practice Newsletter, December 2025).
[12] ibid.

sanctions, clear licensing provisions and recognition of digital technology.[13]

NIIRA is designed to safeguard policyholders, promote market stability, and ensure adherence to international best practices with NAICOM functioning as the primary regulatory authority under NIIRA.[14] NAICOM was established in 1997 to manage and supervise insurance business in Nigeria. It took over insurance affairs and functions from the Ministry of Finance and has since been the regulator of insurance businesses in Nigeria.

From the foregoing, the intention of the legislation is clear: a prioritisation of solvency and market stability. The reforms introduced by the Act may also be viewed as beneficial to the Nigerian Insurance framework, since it offers enhanced financial stability within the sector and provides greater assurance of policyholder protection.

3. THEORETICAL FRAMEWORK

The resolution of jurisdictional conflicts between regulatory agencies demands a rigorous theoretical apparatus capable of examining its structural character and prescribing the appropriate analytical remedy. Where two or more legislative instruments purport to regulate overlapping subject matter, the interpretive task involves assessing the legislative intent, institutional design, and the coherent organisation of the regulations. Three theoretical frameworks are relevant to this inquiry: the doctrine of *lex posterior derogat legi priori*, the principle of *generalia specialibus non derogant*, and the sector-specific versus economy-wide regulator framework developed in the literature on regulatory governance. Each framework offers a distinct mode of analysis and rests on different assumptions about the nature of

[13] Section 10(a)(b) NIIRA, Section 201(1)(2) NIIRA.
[14] Section 1 NIIRA.

legislative conflict and the appropriate role of interpretation in managing it, and an appreciation of their respective strengths and limitations is indispensable before any one of them can be correctly applied to the jurisdictional relationship between the NIIRA and the FCCPA.

The first of these doctrines, *lex posterior derogat legi priori* (the principle that a later law supersedes an earlier one) operates on a chronological logic, proceeding from the assumption that legislative enactments exist in a temporal sequence and that the most recent expression of legislative will must, in cases of inconsistency over the same subject matter, be taken to displace what came before.[15] Kelsen proposed that that a legal order constitutes a hierarchical structure of norms in which conflicts are resolved not only by reference to formal rank but also by temporal priority, such that a later regulations issuing from the same level of the hierarchy automatically modifies or abrogates its predecessor to the extent of the inconsistency.[16] Kelsen's framework provided a positivist justification for the doctrine by grounding it in the internal logic of the legal system rather than in any external moral or policy consideration. Naibomu and Wagiman observed that the *lex posterior* principle reflects the legislature's implied intention to modify or repeal prior law wherever it has re-engaged with the same subject matter.[17] When applied to jurisdictional overlap between regulatory agencies, the doctrine would privilege whichever statutory instrument was enacted most recently on the grounds that it represents the most current legislative determination of

[15] John William Salmond *the First Principles of Jurisprudence*. Stevens & Haynes, 1893, 219-245.
[16] Hans Kelsen, *Pure Theory of Law* (Max Knight tr, University of California Press 1967) 221.
[17] Mesa Indra Naibomu and Wagiman, 'The Fundamental Position of Lex Posterior Derogat Legi Priori in the Conflict of Norms Against the Rights of Holders of Rights to Justice' (2024) 5(2) *Jurnal Indonesia Sosial Teknologi*.

how the regulatory space ought to be organised, and in this way it promotes the evolution of the law in response to changing economic and policy conditions. Its weakness, however, lies in the risk that it may too readily displace carefully considered and specific earlier legislation in favour of more recent but less precisely targeted statutory provisions, thereby producing unintended gaps or inconsistencies in the regulatory framework that the legislature did not contemplate.

The second relevant doctrine, *generalia specialibus non derogant* is the principle that general legislation does not derogate from special legislation. It prioritises the specificity of the subject matter of a law and their degree of precision in addressing particular circumstances. The underlying rationale is that where the legislature has taken the deliberate step of enacting special legislation tailored to a defined regulatory domain, that specificity must be presumed to reflect a more considered and precise legislative intent than a general statute can express, and accordingly the special provision ought to prevail in any area of genuine overlap.

Bennion articulated the proposition that specific legislative provisions are to be preferred over general ones because they embody a legislative focus that is inherently more deliberate and purposive, and because displacing them in favour of a general enactment would frustrate the very particularity that motivated their creation.[18] Bell similarly emphasised that the principle reflects a broader interpretive commitment to giving effect to the internal coherence of specialised statutory regimes rather than allowing them to be absorbed by overlapping general legislation.[19]

[18] Francis Bennion, *Bennion on Statutory Interpretation* (5th edn, LexisNexis 2008) 285
[19] John Bell, 'Bennion's Statutory Interpretation' (1986)6(2) Oxford Journal of Legal Studies 288.

In the context of regulatory jurisdictional overlaps, this principle suggests that where a sector-specific regulation or body has been established, the more general competition or consumer protection framework ought not, without express legislative provision to the contrary, be read as displacing the specialised regime. The conceptual difficulty, as with *lex posterior*, is that the doctrine presupposes what it is asked to determine: before it can be invoked, one must already have resolved the prior question of which statutory instrument is properly characterised as the special law and which as the general.

The third framework, the sector-specific versus economy-wide regulator model emanates from scholarly works of regulatory governance. Kovacic and Hyman observed that modern regulatory economies typically feature two distinct types of regulatory authority: sector-specific regulators, constituted by legislation to govern a defined industry and endowed with specialist expertise in its particular characteristics, and economy-wide regulators, which exercise jurisdiction across the broader economy and are concerned with systemic issues of competition and consumer welfare that transcend any single sector.[20] Kovacic and Hyman note that these two types of regulatory authority are, in principle, designed to be complementary rather than antagonistic, each performing a distinct function within a coherent overall regulatory system but that the probability of jurisdictional tension increases wherever the mandates of the two types of authority are permitted to intersect without clear statutory delineation of their respective spheres, and that different statutory provisions and practical coordination mechanisms are the appropriate instruments for managing such conflict where it arises.[21] Prosser

[20] William E Kovacic and David A Hyman, 'Regulatory Leveraging: Problem or Solution?' (GWU Law School Public Law Research Paper No 2016-41, 22 August 2016).
[21] ibid.

further supports this analysis as they identified the allocation of regulatory functions between specialist and generalist bodies as one of the central structural challenges of modern administrative law and arguing that the relationship between them must ultimately be resolved by reference to the legislative design of the overall regulatory system rather than by the mechanical application of the letters of the law.[22] The value of this framework for the present analysis is precisely that it does not presuppose the existence of a conflict but instead provides an analytical way for determining whether the functions assigned to two regulatory bodies are genuinely overlapping or whether they are, when properly understood, operating in distinct and mutually exclusive domains.

It is on this basis that the sector-specific versus economy-wide regulatory framework must be regarded as the most appropriate theoretical lens through which to examine the relationship between NIIRA and the FCCPA. Since the central question of this paper is whether there is an inherent jurisdictional overlap between the two regulations and agencies, the sector-specific versus economy-wide regulatory framework, with its capacity to examine the structural design of the regulatory relationship from the ground up, provides a comprehensive framework to examine the regulations.

4. REGULATING COMPETITIVE PRACTICE IN THE INSURANCE SECTOR.

Competitive practice in Nigeria is concerned with regulating market conduct to prevent anti-competitive practices such as price-fixing, cartel formation, bid-rigging etc. The primary objective of competition law is to promote efficient markets as well as enhancing consumer

[22] Tony Prosser, *The Regulatory Enterprise: Government, Regulation, and Legitimacy* (OUP 2010) 47

welfare.[23] In Nigeria, this objective is pursued by the FCCPC the body responsible for enforcing competition and consumer protection law across the sectors.[24] However, this does not displace sectoral regulators from addressing competition issues relating to their respective industries. In a nutshell, FCCPC is concerned with a broad conduct regulation, and consumer protection agenda, while the sectoral regulators are more concerned with maintaining stability, fair competitive practice within their sector[25].

4.1 The Role of NIIRA

An exploration of NIIRA 2025 reveals its disposition relating to competitive practice in Nigeria. Section 15 of the NIIRA, provides that for new capital requirements to be implemented by insurance businesses, the capital requirement for life insurance companies is ₦8, 000,000, 000 (Eight Billion Naira, ₦10,000,000,000 (Ten Billion Naira) for non-life insurance companies and ₦20,000,000,000 (Twenty Billion Naira) for reinsurance companies.[26] This provision may operate in practice to disadvantage smaller insurance businesses that are unable to meet the capital requirement, while potentially consolidating the position of well-established insurance firms capable of satisfying the threshold. It may be argued that this amounts to a form of market regulation, however, it could also be viewed as a legitimate exercise of NIIRA's power to introduce measures considered instrumental to the overall development of the insurance sector.[27]

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[23] Section 1 FCCPA
[24] Section 3 FCCPA
[25] Matthew Izuchukwu Anushiem, Uchenna Maryjane Anushiem, Chidinma Blessing Nwakoby, 'Appraisal of the Legal and Institutional Framework for Merger and Acquisition in Nigeria' (2025) 5(1) Chukwuemeka Odumegwu Ojukwu University Journal of Commercial and Property Law 12.

[26] Section 15 NIIRA.
[27] Section 1(a) NIIRA.

NIIRA intersects more obviously with competition law where it provides for Mergers (amalgamations) between insurance companies and states that no insurance company shall implement a merger or acquisition without the prior approval of NAICOM.[28] This is notable because Mergers and Acquisitions in Nigeria ordinarily fall within the scope of Federal Competition and Consumer Protection Commission (FCCPC) which is authorised to act as the foremost regulator for competitive practice and consumer welfare in Nigeria. [29]

However, NIIRA provides the requirements and guidelines for insurance companies seeking to merge.[30] The Act positions NAICOM as the administrator of these provisions, requiring that companies seeking to merge must first obtain the commission's approval as before proceeding.[31]

NIIRA also provides that mergers and acquisitions (amalgamations) shall be "applicable notwithstanding the provisions of any other law" as far as "insurance entities" are concerned.[32] This brings to the fore the role of the Act as the primary legislation where insurance is concerned even with respect to mergers. A narrow interpretation of this provision may have the effect of ousting other regulators but the emphasis on insurance entities, clarifies the Act and commission are primarily concerned with insurance industry specific issues and not matters outside the industry.

[28] Section 107 NIIRA.
[29] Matthew Izuchukwu Anushiem, Uchenna Maryjane Anushiem, Chidinma Blessing Nwakoby, 'Appraisal of the Legal and Institutional Framework for Merger and Acquisition in Nigeria' (2025) 5(1) *Chukwuemeka Odumegwu Ojukwu University Journal of Commercial and Property Law* 12.
[30] Section 107 NIIRA.
[31] ibid.
[32] Section 109 NIIRA.

The Act is concerned with ensuring binding regulations, guidelines, and directives necessary for the effective administration of the insurance industry.[33] This does not necessarily interfere with or affect competitive practice except within the insurance sector and only within the context of the above provisions. This is important because in considering the scope of the FCCPC's power as the legitimate and primary body tasked with the supervision of competitive matters, there must be a clear distinction between what concerns competition and what is sector-specific.

4.2 The Role of the FCCPC

The Federal Competition and Consumer Protection Commission (FCCPC) occupies a central position in Nigeria's competition law framework. It was established by the Federal Competition and Consumer Protection Act (FCCPA) in 2018 when the Act was signed into law.[34] It is the body primarily in charge of ensuring fair and competitive markets and is responsible for both the regulation and enforcement of policies. The commission was established as a solution to the regulatory gap and fragmented structure with respect to anti-competitive practices, exploitation of consumers and market domination. The FCCPC's functions under FCCPA are broad and multifaceted, ranging from investigative and regulatory to oversight functions.[35]

The ultimate aim of the FCCPC is to ensure a fair and competitive market which prioritises the welfare of the consumer. In furtherance of this, it prohibits agreements which prevent or restrict competition.[36] It prohibits price-fixing, bid-rigging and market allocation and has the

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[33] Section 1(2) NIIRA.
[34] Section 3 FCCPA
[35] Section 1 FCCPA
[36] Section 59

duty of investigating and sanctioning insurance business that engage in such practices.[37] This is all to ensure companies compete fairly and that prices are determined by market forces.

In furtherance of its objectives, another vital function it performs is strategic partnership with other regulators. The FCCPA gives room for cooperation between agencies and this is useful for preventing jurisdictional conflicts and regulatory duplication. In the event of competition issues in other industries, e.g. banking, energy, telecommunication, the FCCPC is obligated to collaborate and partner with the Central Bank of Nigeria (CBN), or the Nigerian Communications Commission (NCC) and the Securities and Exchange Commission (SEC) as the case may be. Such collaborations ensure policy implementation and rule out cases of conflict of interest or jurisdictional overlap

In addition, the commission also has the responsibility of ensuring regulatory compliance and enforcing sanctions which are part of the central pillars of the FCCPC mandate.[38] The commission is empowered to investigate anti-competitive conduct, issue compliance directives and impose administrative sanctions in the event of default.[39] The powers of FCCPC can be used to deter or correct, but it is primarily aimed at curbing exploitative practices within the market.[40] It may also impose monetary penalties, order restitution to

[37] Felix Chuwkwuemeka Onu, 'The Functions of the Competition and Consumer Protection Commission and Consumer Rights in Nigeria'(Kwik Attorneys, 20 July 2025) https://kwikattorneys.com/2025/07/2025/the-functions-of-the=federal-competition-and-consumer-protection-commission-fccpc-in-promoting-fair-competition-and-consumer-rights in Nigeria/accessed 6 February 2026.
[38] Section 17h FCCPA.
[39] Section 76, Section 80 FCCPA.
[40] Section 17g FCCPA

aggrieved consumers and, where necessary, initiate judicial proceedings.[41]

Similarly, the supervision and oversight on mergers and acquisitions between business entities remain one of the FCCPC's major points of focus. This is because in the Commission's absence, the market structure is less competitive, leading to consolidation and ultimately to a monopoly.[42] Before 2018, the regulation of mergers and acquisitions in Nigeria was primarily based on the provisions of the Investment and Securities Act (ISA) 2007, with the Securities and Exchange Commission (SEC) serving as the principal regulatory authority.[43] However, since the enactment of the FCCPA, this role has transferred to the FCCPC.[44]

4.3 FCCPA'S Supremacy Clause

As previously stated, and in lieu of the functions discussed above, The FCCPC is expected to guarantee competitive markets, consumer protection and ultimately promote economic efficiency by the powers bestowed on it by the Act.[45] In addition to those powers, another provision of the FCCPA, which demonstrates the extent to which the commission may exercise its power is its supremacy clause.[46]

The supremacy clause provided in section 104 FCCPA provides as follows:

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[41] Section 152 FCCPA

[42] Chidiebele Kene Ezeama, Somto D Ojukwu, 'Transitioning from a Regulated Economy to a Competitive Regime: Nigeria as a Case Study' (2020) 2(3) International Review of Law and Jurisprudence 76.

[43] Matthew Izuchukwu Anushiem, Uchenna Maryjane Anushiem, Chidinma Blessing Nwakoby, 'Appraisal of the Legal and Institutional Framework for Merger and Acquisition in Nigeria' (2025) 5(1) *Chukwuemeka Odumegwu Ojukwu University Journal of Commercial and Property Law* 12.

[44] Section 92-103.

[45] sections 17,18 FCCPA.

[46] Section 104 FCCPA,

> "Notwithstanding the provisions of any other law but subject to the provisions of the Constitution of the Federal Republic of Nigeria, in all matters relating to competition and consumer protection, the provisions of this Act shall override the provisions of any other law."

This section implies the FCCPA stands ahead of every other legislation (with the exception of the constitution) in all matters of competition and consumer protection and thereby placing the FCCPC as the foremost regulatory body for competition and consumer protection. It can further be implied that in matters of competition and consumer protection, the FCCPA is second to ONLY the constitution alone and not to the sectoral regulators of any industry. This stands true regardless of subsequent provisions of the Act which recognises the presence and participation of other regulators.[47]

This provision, in consistency with Section 1(3) of the Constitution of the Federal Republic of Nigeria, affirms the supremacy of the constitution over all other legislation. It is also effective in establishing the pre-eminence of the FCCPA over all other statutes with respect to matters of competition and consumer protection. The effect of this is that should there be any conflict between the provisions of the FCCPA and the Nigerian Constitution, the former shall cede to the latter, but this may not necessarily be the case between the FCCPA and another legislation. Ukwueze noted that an advantage of situation is that it creates uniformity across sectors in addressing competition issues since all such matters are automatically subject to FCCPA above every other legislation.[48]

[47] Section 105 (4) FCCPA.
[48] Festus Okechukwu Ukwueze, Oluchukwu Precious Obioma, Ndubuisi Nwafor and Adrian Osuagwu, 'Connecting the Dots in the Legal Framework for Competition

However, it is pertinent to note the phrase "in all matters relating to competition and consumer protection". This is because it defines the extent of the FCCPA's supremacy and avoids an overextension of its powers to unrelated legal issues. It also has the same effect on sector-specific legislation attempting to encroach on the clearly defined jurisdiction of the FCCPA. This is to say that if sectoral regulators should exercise any powers relating to competition or consumer protection, their establishing statutes would have to yield to the FCCPA to the extent of any inconsistency. Ezrachi makes the argument for this position as well, stating that the economy-wide competition statute operates as a superior instrument on questions of competition law. [49]

Though the Act emphasizes the FCCPC as the foremost regulator where competition and consumer protection are concerned, it does not undermine the role of other regulators and the need for co-existence and collaboration.[50] .

5. JURISDICTIONAL OVERLAP IN OTHER SECTORS.

The FCCPC exercises broad competition and consumer protection powers across all sectors, while other regulators such as the Central Bank of Nigeria (CBN), Nigerian Communications Commission (NCC), and Nigerian Electricity Regulatory Commission (NERC) retain extensive sectoral authority, including over market conduct and consumer protection[51]. This overlap has produced persistent

Regulation in Nigeria' (2020) Commonwealth Law Bulletin (advanced Publication) DOI:10.1080/03050718.2020.17770617.

[49] Ariel Ezrachi, Competition and Antitrust Law: A Very Short Introduction (Oxford University Press 2021)

[50] Section 105(4)-(6) FCCPA.

[51] Matthew Izuchukwu Anushiem, Uchenna Maryjane Anushiem, Chidinma Blessing Nwakoby, 'Appraisal of the Legal and Institutional Framework for Merger and Acquisition in Nigeria' (2025) 5(1) Chukwuemeka Odumegwu Ojukwu University Journal of Commercial and Property Law 12.

jurisdictional tension, regulatory duplication, and uncertainty regarding institutional precedence. A notable example being the case of *Emeka Nnubia v Minister of Industry Trade and Investment and Others* which raised the question of the role of FCCPC within the telecommunications sector which is ordinarily regulated by the Nigerian Communications Commission (NCC) and whether in light of the previously enacted Nigerian Communications Act (NCA) 2003, the FCCPC could be said to have acted ultra vires in its attempt to enforce competition laws.[52]

In this case, the claimant, who was an MTN shareholder, was of the view that the FCCPC acted out of jurisdiction in carrying out an inquiry into MTN, and that it was the role of the NCC under section 90 of the Nigerian Communications Act (NCA) 2003. The claimant was of the view that sections 12, 17, 18, 72, and 108 of the FCCPA, which outlines the functions and powers of the FCCPC, should be read alongside section 90 of the Nigerian Communications Act (NCA) 2003 and a combined reading would show that section 90 of the NCA grants the NCC exclusive oversight over competition matters concerning MTN and, thereby limiting the powers of the FCCPC to investigate MTN.[53]

The court, in deciding the case, held that section 105 of the FCCPA implied the presence of concurrent jurisdiction between both regulators; however, the FCCPC supersedes the NCC. The consequence of that is, if the NCC or other sector regulators are empowered by their establishing legislation to regulate areas involving competition and consumer protection within their industries, they must

[52] FHC/L/CS/1009/2024.
[53] Olaniwun Ajayi LP, 'The Emeka Nnubia Case: Revisiting Judicial and Legislative Actions on Dual Regulatory Oversight Between the FCCPC and Sector Regulators on Competition Matters' (OALP Mergers, Acquisition and Private Equity Practice Newsletter, December 2025).

first commence negotiation of agreements with the FCCPC in order to legitimately exercise their power to regulate competition and consumer protection jurisdiction.[54]

Following the court's judgment, the FCCPC and the NCC have negotiated and signed a Memorandum of Understanding (MoU), and in so doing, the NCC joins the ranks of other regulators like the Nigerian Electricity Regulatory Commission (NERC), which have an existing MoU to collaborate within the electric power sector in a manner consistent with the FCCPC's standards.[55]

Unlike the NCC, there are regulators who, through legislation, clearly define the role of the FCCPC and the relationship they shall share. The Petroleum Industry Act (PIA) of 2021, which was enacted to regulate the petroleum sector, recognises the FCCPC's jurisdiction and makes compliance a condition for the approval of mergers and acquisitions within the petroleum sector. Section 95(11)(d) of the PIA provides that ministerial consent for mergers and acquisitions in the upstream petroleum sector is subject to the parties' compliance with the provisions of the FCCPA. Thus, where for instance, company *x* and company *y* are pursuing a merger perhaps because company *y* lacks the capital to continue independently as a going concern, both companies shall first obtain the approval of the FCCPC to be eligible for the Minister's consent which is also required for the merger. Where the Minister consents to any merger or acquisition transaction in the upstream petroleum sector, and the FCCPC refuses to approve the transaction, the transaction cannot be implemented, and the ministerial consent would not be enforceable. In turn, the FCCPC would require proof of sectoral approval from the Nigerian Upstream Petroleum Resources Commission (NUPRC) when assessing mergers and

[54] ibid.
[55] ibid.

acquisitions transactions in the upstream petroleum sector.[56] Simply put, this is a collaboration between both institutions and is facilitated by clear legislation.

A similar case to this is *Wema Bank v FCCPC*.[57] In the issue of a banker-customer dispute, Wema Bank challenged the FCCPC 's jurisdiction and argued that matters concerning banks should fall under the exclusive jurisdiction of the Central Bank of Nigeria (CBN), which was the regulator recognised by the Banks and Financial Institutions Act (BOFIA). The court, however, acknowledged the jurisdiction of the FCCPC over the matter, stating that the supremacy clause of the FCCPA applies to all jurisdictions, including the banking sector.[58]

One of the salient implications of the court's rulings in both matters is the reinforced recognition of the FCCPA's authority as the primary regulator of competition and consumer protection in Nigeria, alongside an affirmation of its concurrent jurisdiction with sector-specific regulatory bodies.

6. RESOLVING THE JURISDICTIONAL OVERLAP

The focus of NIIRA as a sector-specific legislation is designed to address the peculiar issues necessary for the functionality of the insurance industry through NAICOM in line with international and global best practices.[59] This is in contrast to the FCCPA which has a broader and wider-reaching scope, and cuts across sectors and industries and empowers the FCCPC as the foremost and economy-wide regulator for all competition and consumer protection-related issues such as market dominance, price fixing, fair competition, anti-

[56] ibid.
[57] FHC/L/CS/450/2021.
[58] ibid.
[59] Godwin Emmanuel Oyedokun, 'Assessment of Regulatory Framework for Insurance Business in Nigeria' (2023/2024) 5 *Lead City University Law Journal1*.

trust, mergers and acquisitions etc.[60] Though there is a clear enough distinction in the regulatory functions of both bodies, the nature of the FCCPC's jurisdiction which cuts across sectors coupled with the 'supremacy clause' in Section 104 of the Act, makes the occurrence of jurisdictional overlaps and regulatory clashes avoidable but possible.

NIIRA makes provision for Mergers (amalgamations) between insurers in section 107(1) which provides that no insurance company shall implement a merger or acquisition without the prior approval of the National Insurance Commission (NAICOM). Section 93 of the FCCPA, which provides that mergers are not to be implemented until the Federal Competition and Consumer Protection Commission has been notified and has approved the merger. In applying the framework to determine if there is an overlap, it is important to assess if this provision by NIIRA occurs outside its competence as an insurance regulator. The answer is that it does not. NIIRA's approval of mergers only applies to insurance companies and the criteria and requirement differ from that of the FCCPC, based on this as a sector-specific regulator, NIIRA remains within the bounds of its statutory mandate and would only exceed its jurisdiction where the approval requirements extend beyond matters properly characterised as insurance-related.

Similarly, in applying the framework to Section 109 of the NIIRA, which provides that the Act shall apply over issues of merger notwithstanding any other legislation. This section also emphasises the jurisdiction of the Act and it is strictly within the context of insurance related matters.

[60] Festus Okechukwu Ukwueze, Oluchukwu Precious Obioma, Ndubuisi Nwafor and Adrian Osuagwu, 'Connecting the Dots in the Legal Framework for Competition Regulation in Nigeria' (2020) Commonwealth Law Bulletin (advanced Publication) DOI:10.1080/03050718.2020.17770617.

Further, Section 15 of NIIRA states the new capital requirements to be implemented by insurance businesses, though this is a less overt point of overlap, it can be argued to be a form of market regulation which is within the scope of the FCCPC who is the economy-wide regulator.[61] However, it is within the scope of sector-specific regulators to over time provide capital requirements, consistent with the realities of the economy.[62] Essentially, it is within the power of the Act to make such provisions for the development of the insurance industry as such, there is no overlap prima facie.

Nigeria's lack of a formal statutory concurrency framework for joint investigations, and equal participation between regulators increase the likelihood of overlaps in jurisdiction, and in the event of such overlap, one major effect would be dual oversight resulting in lack of clarity and confusion for the parties involved, who may be uncertain of the roles and requirements of the regulators. For instance, while NIIRA requires insurers to obtain NAICOM's approval before implementing mergers or acquisitions, the FCCPA independently mandates notification to and approval by the FCCPC for all mergers with competition implications.[63] The absence of express statutory guidance on the relationship between these approval processes invites a compliance dilemma.

Beyond legal and commercial consequences, jurisdictional overlap between NAICOM and the FCCPC may foster institutional friction between regulatory bodies. Where statutory mandates intersect without clear boundaries, regulators may compete for authority, issue conflicting directives, or pursue enforcement priorities that undermine

[61] FCCPA 1(e).

[62] Robert Baldwin, Martin Cave and Martin Lodge, Understanding Regulation: Theory, Strategy, and Practice (2nd edn, Oxford University Press 2012) Ch7.

[63] Section 107 NIIRA, Section 93 FCCPA.

one another's objectives. Such friction can impair regulatory efficiency, particularly where sector-specific considerations are not adequately reconciled with broader competition and consumer protection goals. For instance, NAICOM's pursuit of market stability through increased capital requirements or consolidation initiatives may inadvertently conflict with the FCCPC's mandate to preserve competitive market structures.

7. COMPARATIVE ANALYSIS FROM OTHER COUNTRIES

In other jurisdictions, alternative frameworks are explored to prevent the overlap and clarify the role of each regulator. South Africa for example, employs a regulatory regime known as The Twin Peaks model and it embodies a comprehensive financial regulatory framework that splits oversight into two distinct, specialized, and independent bodies, the Prudential Authority (PA) and the Financial Sector Conduct Authority (FSCA) established by the Financial Sector Regulation Act.[64] It came into force in 2017, displacing the previously fragmented regulatory system where different regulators oversaw separate financial sectors (banks, insurers, securities).

Here, regulation is divided by objective and not sector. The Prudential Authority (PA), established within the South African Reserve Bank (SARB) is responsible for ensuring the solvency and soundness of financial institutions (banks, insurers).[65] It is concerned with prudential supervision and focuses on monitoring risk, enforcing capital requirements and preventing threats to financial stability.[66]

[64] Section 9 Financial Sector Regulation Act 2017.
[65] Andrew Godwin, Timothee Howse, and Ian Ramsay, 'Twin Peaks: South Africa's Financial Sector Regulatory Framework' (2017) 134(3) South African Law Journal 665.
[66] ibid.

Financial Sector Conduct Authority (FSCA) however works as a standalone regulator responsible for overseeing market behaviour and consumer protection in the financial sector. It focuses on the conduct of the financial institutions and works to prevent misconduct, unfair treatment of consumers and misleading practices. Unlike the PA, it is not concerned with the financial wellbeing of the institutions.[67]

The model replaced the previously fragmented, sector-based regulatory system by consolidating supervisory functions and promoting coordination between regulators, while the PA retains an important role overseeing financial stability, the FSCA focuses on market conduct regulation. However, each peak has a system wide mandate covering all financial institutions and reducing inconsistencies and jurisdictional overlaps in the system.[68]

Likewise, The United Kingdom, operates a "concurrency regime" is a formal system where the Competition and Markets Authority (CMA) have concurrent powers with sector-specific regulators.[69] It was established under the Enterprise Act of 2002.[70] The Concurrency model is one of the most developed models for managing exactly the tensions from regulatory overlaps. For instance, The Financial Conduct Authority (FCA) which is a sector specific regulator for financial institutions is able to exercise concurrent competition powers in financial services with CMA, but these powers are exercised within

[67] Godwin, Howse and Ramsay (n 59) 665.
[68] CM van Heerden, GM van Niekerk and NJH Huls, 'Two takes on Twin Peaks: A Comparative Appraisal of The Models of Financial Regulation in the Netherlands and South Africa' (2020)83 THRHR 491.
[69] Niahm Dunne, 'Concurrency' in A MacCulloch, B Rodger and P Whelan (eds), The UK Competition Regime: A Twenty-Year Retrospective Oxford University Press 2021).
[70] Section 237 Enterprise Act.

a structured coordination framework.[71] This model ensures enforcement of competition enforcement within specialized sectors.
From the above, it is clear that both jurisdictions manage overlapping mandates through structural complementarity and collaborative institutional design. This approach aligns with the sector-specific versus economy-wide regulatory framework, which resolves conflicts by focusing on structural design and institutional capacity.[72] By establishing binding coordination between technical specialist bodies and broader generalist authorities, these models have ensured that they operate harmoniously and effectively prevent inter-agency rivalries and the severe economic costs of antagonistic regulatory leveraging.[73]

8. RECOMMENDATIONS

Regulatory overlap resulting from unclear legislation may be resolved by further legislative clarification. It is not out of order for controversy to arise from the phrasing of legislation and its interpretation in such a situation. Therefore, it is necessary to pursue clarification by either judicial interpretation or the creation of subsidiary instruments such as circulars or guidelines.

The courts' reading and interpretation of laws are useful in laying the foundation for future interpretations using precedents. Precedents provide clarity not only for the immediate parties but also for regulators and industry stakeholders, and over time, consistent judicial pronouncements can solidify the boundaries of concurrent jurisdiction and reduce uncertainty. However, while judicial clarification is

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[71] Niahm Dunne, 'Concurrency' in A MacCulloch, B Rodger and P Whelan (eds), The UK Competition Regime: A Twenty-Year Retrospective Oxford University Press 2021).
[72] William E Kovacic and David A Hyman, "Regulatory Leveraging: Problem or Solution?" (2016) SSRN Electronic Journal 1163-1186 <https://doi.org/10.2139/ssrn.2817339> accessed 2nd March 2026.
[73] ibid.

invaluable, it is reactive rather than proactive. It often arises only after disputes have materialised. For this reason, although courts remain an essential avenue for resolving ambiguity, legislative and institutional measures remain preferable for preventing conflict before it progresses into litigation.

Legislative and institutional boundaries should be strictly delineated. This requires a formal statutory recognition, herein proposed as a Dual Mandate System, under which NAICOM's exclusive domain is prudential supervision (ensuring the financial soundness, risk-governance, and capital adequacy of insurers, including compliance with the new recapitalisation thresholds), while the FCCPC's domain is exclusively market conduct and economy-wide competition. By anchoring each regulator to a distinct and non-overlapping objective, both agencies can operate simultaneously without their core mandates conflicting.

Furthermore, to manage the inevitable overlap in high-stakes areas such as merger approvals, Nigeria must evolve its current reliance on MoUs into a formalised Statutory Concurrent Jurisdiction Framework (SCJF). The SCJF would be a legislatively backed coordination mechanism binding NAICOM and the FCCPC to synchronized merger clearance timelines, mandatory data-sharing obligations, and jointly published decisional guidelines. For instance, with respect to approval of mergers, both FCCPC and NAICOM may grant prior approval for mergers and acquisitions involving insurance companies, while NAICOM’s merger focus would be on insurance compliance and requirements under NIIRA; the FCCPC would assess the transaction from a competition standpoint.

9. CONCLUSION

The enactment of the NIIRA 2025 represents a decisive and ambitious step in the evolution of insurance regulation in Nigeria. It signals a shift towards regulatory strength within the insurance sector. By repealing prior fragmented legislation and introducing a comprehensive statutory framework, NIIRA has repositioned the industry for enhanced solvency, risk management, transparency, and alignment with international best practices. In furtherance of these goals, the Act which empowers the NAICOM with the task of implementing statutory provisions to ensure compliance, discipline, and financial soundness within the insurance market. The Act is also sector-specific and focuses on the structural and prudential regulation of insurance entities.

The FCCPA however, establishes itself as the foremost legislation in matters relating to competition and consumer protection, and empowers the FCCPC with broad cross-sectoral authority over merger control, anti-competitive agreements, abuse of dominance, and consumer welfare. Its mandate is intentionally economy-wide, ensuring that competitive principles are preserved across all industries, including insurance and this is ensured by its supremacy clause which is the source of its wide-reaching jurisdiction as well the source of jurisdictional contentions and questions of overlap.

The court also affirms the primacy of the FCCPA in competition matters while recognising concurrent jurisdiction with sectoral regulators with cases such as *Emeka Nnubia v Minister of Industry, Trade and Investment & Ors* and *Wema Bank v FCCPC*. These cases illustrate that regulatory intersection is not unusual occurrence rather, it is an inherent feature of Nigeria's modern regulatory framework, where sector-specific statutes coexist with competition legislation.

By employing a sector-specific vs. economy-wide regulatory framework, it becomes obvious that NAICOM can enforce insurance-specific regulatory compliance, while the FCCPC evaluates competition implications as co-regulators within the same administration. Thus, the existence of one regulator need not be problematic to the other if each authority operates within its core competence. This is further illustrated by a consideration of countries which have successfully harmonised the use of dual regulators, such as South Africa and the United Kingdom.

In conclusion, NIIRA 2025 is a progressive and timely reform that strengthens Nigeria's insurance regulatory framework, and while certain provisions intersect with the FCCPA, the situation need not result in an overlap; it may instead be grounds for a concurrent exercise of jurisdiction, where NAICOM concentrates on insurance-specific compliance, and the FCCPC focuses on anti-competitive practices and consumer welfare. Both institutions can hence collaborate productively, and NIIRA and the FCCPA can operate not as competing statutes, but as complementary instruments in a regulatory system. Ultimately, the goal is not to determine which regulator prevails, but to ensure that Nigeria's insurance industry develops within a stable, competitive, and consumer-responsive framework.