



**PRIVATE VEHICLE INSURANCE POLICY
ROAD STAR**

THE COMPANY PROVIDING THIS INSURANCE

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This insurance is underwritten by AIG Europe S.A., an insurance undertaking incorporated in Luxembourg as a société anonyme (public limited company) with R.C.S. Luxembourg number B 218806.

AIG Europe S.A. has its head office at 35 D Avenue John F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Cyprus branch is registered with the Cyprus Registrar of Companies with overseas company number AE2631 and has its registered place of business at 26 Esperidon Street, 2001 Strovolos, Cyprus, and is regulated for conduct of business in Cyprus by the Superintendent of Insurance. Contact details of the Superintendent of Insurance are:

P.O. Box 23364, 1682 Nicosia, Cyprus,
Fax: 22302938, insurance@mof.gov.cy
<http://mof.gov.cy/en/directorates-units/insurance-companies-control-service>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

APPLICABLE LAW AND JURISDICTION

This policy shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have exclusive jurisdiction to which the Insurer and the Policyholder / Insured submit in all disputes connected with this policy.

Signed on behalf of the Company



Stavros Florides
General Manager
AIG Europe S.A. (Cyprus Branch)

Private Vehicle Insurance Policy

(Policy Wording Form AIG/CY/PV/03.2022)

About your cover

The Schedule issued with the **Certificate of Insurance** states under “Insurance Provided” the type of cover **you** have.

TYPE OF COVER	SECTIONS THAT APPLY
COMPREHENSIVE COVER	Sections 1 to 3 and 6 to 10 apply.
THIRD PARTY FIRE & THEFT COVER	Sections 1, 3 and Sections 6 to 10 apply together with the cover outlined in Section 2 A & B but only for loss or damage caused directly by fire or theft.
THIRD PARTY ONLY COVER	Sections 1, 3 and Sections 6 to 10 apply.
OPTIONAL COVERS	Sections 4 and 5 only apply if stated on your policy schedule.

Please note that this Policy is not complete without a Schedule and a **Certificate of Insurance**

Private Car Insurance Policy

Thank **you** for choosing us for your car insurance. Because this Policy is a binding legal agreement between **you** and **us**, it is important that you understand it fully.

This Policy, the proposal form, the Schedule, the **Certificate of Insurance** and any **endorsements** that accompany it, set out the agreement between **you** and **us**. They should be read as one document.

In return for receiving the premium from **you**, **we** will provide insurance cover according to the terms in this Policy. **You** agree to comply with your responsibilities described in this Policy.

We have relied on the information that **you** have provided to us. For this Policy to be valid, all the information **you** have given **us** must be true and complete. If there are any changes in circumstances which affect **your** insurance cover, **you** must either tell the intermediary who arranged the Policy for **you**, or tell **us**, as soon as possible.

Various provisions in this Policy restrict or exclude your cover and set out your rights and duties. Read the entire Policy carefully to determine **your** rights and duties, and what is and is not covered. **Your** ability to make a claim may be prejudiced unless **you** have complied fully with the General Conditions set out in Section 6 of this Policy.

Section 1 – Definitions

Words and terms used in this Policy are defined here or in the part of the Policy where they are used. Throughout the Policy, these words will appear in bold type.

Any word or expression that appears in this Section has the same meaning wherever it appears.

There are further definitions in Section 4 of the policy and those definitions only apply to this section in which they are found.

1. **You, your** and **yours** refer to the person(s) named as the Policyholder specified in **your** Schedule and **your Certificate of Insurance**.
2. **We, us, our** and **ours** means AIG Europe S.A.
3. **Authorised driver** means anyone who is named on **your** Policy Schedule and **Certificate of Insurance** as being entitled to drive **your Motor Vehicle** and has **your** permission to drive it.
4. Bodily injury means physical bodily harm to any person, including sickness, disease or death that results from a covered loss.
5. **Certificate of Insurance** is the document issued to **you** which provides evidence of motor insurance as required by law.
6. **Damages** means the sum that is paid or is payable to satisfy a claim settled by **us** or resolved by judicial procedure or by a compromise **we** agree to in writing.
7. **Endorsement/s** means a change in the terms of cover. **Endorsements** are detailed in the Schedule.
8. **Excess** means an amount **you** must pay towards the cost of a claim if **your Motor Vehicle** is lost, stolen or damaged.
9. **Intermediary** means the intermediary who sold **your** Policy to **you**.
10. **Intoxication** means having a blood alcohol level which exceeds the prescribed limit as set out in the Motor Vehicles and Road Traffic Law and Regulations or applicable local legislation, or being under the influence of any illegal substance or exceeding the dose of a prescribed substance.
11. **Market value** means the cost of replacing **your Motor Vehicle** with one of a similar type, age, and condition at the time of loss or damage as assessed by **us**.
12. **Medical expenses** means reasonable charges for first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.
13. **Motor Vehicle** means the private motor vehicle listed in **your** current Policy Schedule and **Certificate of Insurance**.
14. **Nuclear hazard** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled however caused, or any consequence of any of these.
15. **Occurrence** means a loss or an accident, which happens during the Policy period and results in **property damage** or **bodily injury** to any person.
16. **Property damage** means physical injury to or destruction of tangible property, including the loss of its use.
17. **Territorial limits** means the island of Cyprus.
18. **Terrorism** means the use or threat of force or violence, by an individual or group acting alone, on behalf of or connected to any organisation or government, which gains its motivation from political, religious or ideological beliefs including the intent to influence any government or the public by the use of fear.

Section 2 – Loss or Damage to your Motor Vehicle

A. What we cover

This section covers **you** for loss or damage to **your Motor Vehicle** occurring anywhere within the **territorial limits** unless an exclusion applies. Exclusions to this cover are described in part D (Specific Exclusions to Section 2) below and in section 7 General Exclusions.

Excess

- (a) The **excess** shown in **your** Policy Schedule applies to each and every covered loss or damage to **your Motor Vehicle** unless stated otherwise.
- (b) Further if **your Motor Vehicle** is damaged whilst being driven by or for the purpose of being driven is in the charge of a young or inexperienced driver, an additional **excess** will apply as follows:
 - (i) the first €500 in respect of a loss or damage when the insured **Motor Vehicle** is driven by or for the purpose of being driven is in the charge of a person under 21 years of age,
 - (ii) the first €350 in respect of loss or damage when the insured **Motor Vehicle** is driven by or for the purpose of being driven is in the charge of any person 21 years of age and over but under 25 years of age,
 - (iii) the first €250 in respect of loss or damage when the insured **Motor Vehicle** is driven by or for the purpose of being driven is in the charge of any person 25 years of age or over,
 - who has not held a full driving license to drive a car of the same class for a period of 12 months, or
 - who holds a learner's driving license.

B. Payment of a loss

We will pay for loss or damage to **your Motor Vehicle** anywhere within the **territorial limits** (unless exclusion applies), as follows:-

1. Partial Loss

If the **Motor Vehicle** is partially damaged, we will pay the amount required to repair or replace, whichever is less, the damaged part(s) up to the **market value**.

Repair of the **Motor Vehicle** will be arranged by **us** with a suitable repairer of **our** choice. We will pay the reasonable cost of taking **your Motor Vehicle** to the repairer. If **you** wish to use **your** own nominated repairer, **you** may do so with **our** prior written agreement. Repairs cannot commence without **our** prior approval. If **we** choose to repair the **Motor Vehicle** we may use suitable replacement parts that are not supplied by the original manufacturer.

Any **Motor Vehicle** which cannot be repaired to an acceptable standard is not eligible for repair and will be deemed to be a total loss.

2. Total loss

If the **Motor Vehicle** is stolen or damaged beyond economical repair, we will pay the **market value**. However, we will reduce our payment by any amount paid for a previous loss to that **Motor Vehicle** if the damage resulting from that previous loss was not repaired. The most we will pay is the lesser of either the **market value** or the value of **your Motor Vehicle** as declared to **us** by **you**.

A **Motor Vehicle** shall be considered stolen when the entire **Motor Vehicle** is taken illegally and not recovered within 28 days.

The **Motor Vehicle** shall be deemed to be a total loss when in **our** opinion it is beyond economical repair. Should **your Motor Vehicle** be declared a total loss we will be responsible for the disposal of the salvage. Following a total loss settlement, any salvage shall become **our** property. When **we** pay for a total loss, any amount outstanding on any finance or hire purchase agreement may at **our** sole discretion be settled direct with the lender and deducted from the amount payable to **you**. Following a total loss payment and where the maximum value of **your Motor Vehicle** has been provided, all cover will cease.

C. Additional Benefits Comprehensive Cover Only

If **you** have Comprehensive cover the following benefits will also apply.

1. New Motor Vehicle Replacement Cover

We will replace **your Motor Vehicle** with a new motor vehicle of the same make, model and specification (subject to availability) if the loss or damage occurs whilst the **Motor Vehicle** is less than one year old from the date of first registration and **you** are the first and only registered keeper, and

- a) any repair cost or damage covered by the Policy exceeds 60% of the **Motor Vehicle's** Cyprus list price (including VAT) at the time of purchase; or
- b) **your Motor Vehicle** is stolen and not recovered within 28 days.

Replacement is subject to:

- a) **your Motor Vehicle** being owned by **you** or purchased by **you** under a hire purchase agreement;
- b) the agreement of any interested hire purchase company; and
- c) **you** being the first registered owner of the **Motor Vehicle**.

Any **Motor Vehicle** which is the subject of any type of leasing or hire agreement is not eligible for new car replacement cover.

2. Lock Replacement

In the event of damage to locks on the **Motor Vehicle** shown on **your** Policy Schedule or in the case of the theft of keys, ignition card or lock transmitter of any **Motor Vehicle** listed on your Policy Schedule we will pay for the necessary replacement cost of:

- a) all external locks of the **Motor Vehicle**;
- b) the ignition/steering lock if this is operated by the same key; and
- c) the central locking system.

The most we will pay is €250 in respect of any one **occurrence**.

3. Personal Belongings

We will pay up to €170 for any one claim for loss or damage caused by accident, fire or theft to **your** personal belongings which were in **your Motor Vehicle**.

We do not cover:

- a) Loss or damage to money, stamps, tickets, documents, securities, goods, samples, tools, personal audio equipment, mobile telephones or electronic equipment purchased as an accessory, compact discs, cassettes, or property insured under any other Policy.
- b) Theft of **your** personal belongings from a convertible car unless they were kept in a locked boot or compartment.
- c) Loss or damage to personal belongings as a result of theft or attempted theft where **your Motor Vehicle** has been left unlocked and unattended.

4. Loss of Use

In case a claim is accepted under this Section, we will indemnify **you** with the amount of €25 daily for the period of time during which according to **our** assessor the **Motor Vehicle** is necessary to lay in a garage for repair. This period of time is restricted to the actual number of days required for completion of the repair, but this period shall not exceed ten (10) days during the Insurance Period.

5. Damage to your windscreen

We will pay to repair or replace broken glass in the windscreen, sunroof or windows of **your Motor Vehicle** provided that the **Motor Vehicle** has not suffered any other damage.

The most we will pay is €1200 in respect of any one occurrence. The provisions in **your** Policy for **excess** shall be of no effect in respect of this extension. Any claim under this section 2.C.5. will not affect **your** renewal premium.

Please note that if this coverage can be found under more than one section, we will only pay under one section, whichever provides the greater cover.

D. Specific Exclusions to Section 2

The following exclusions apply to this Section of **your** Policy.

We do not cover:

- (a) any loss or damage to **your Motor Vehicle** caused by mechanical or electrical breakdown, failures and breakages, errors in computer programming, instructions to the computer;
- (b) wear and tear or loss of value;
- (c) damage to tyres by braking, bursts or puncture cuts;
- (d) diminution of the resale value of **your Motor Vehicle** as a result of damage whether repaired or not;
- (e) loss of use of **your Motor Vehicle** or any other consequential loss, save as specifically covered by the Loss of Use Extension;
- (f) that part of any repair or replacement which improved **your Motor Vehicle** beyond its condition prior to the loss or damage;
- (g) any loss or damage to **your Motor Vehicle** caused by any public or government authority legally taking, keeping or destroying **your Motor Vehicle**;
- (h) any loss or damage to **your Motor Vehicle** occurring whilst **your** Motor Vehicle:
 - (i) is being driven or used by any person not specified as an **Authorised driver** on **your** Policy Schedule, or
 - (ii) is being used for any purpose not allowed by the Limitations as to Use recorded on **your** Policy Schedule.

This exclusion does not apply if **your Motor Vehicle** is:

- (i) with a member of the motor trade for maintenance or repair,
 - (ii) stolen or taken away without **your** permission.
- i) any loss or damage to **your Motor Vehicle** caused directly or indirectly while **you** or an **authorised driver** driving the **Motor Vehicle** is in a state of **intoxication**.
 - j) any loss or damage to **your Motor Vehicle** resulting from fraud or deception.

Section 3 - Third Party Liability

A. What we cover

This Policy provides **you** with legal liability cover for **damages** resulting from an **occurrence** that happens anywhere within the **territorial limits** unless stated otherwise or when an exclusion applies. The **occurrence** must involve:

- a) **your Motor Vehicle**;
- b) a trailer or caravan which is attached to **your Motor Vehicle** at the time of the occurrence.

Exclusions to this cover are described in part G (Specific Exclusions to Section 3) below and Section 7 General Exclusions.

B. Payment of a Loss

We will pay for **damages** from any one occurrence, regardless of how many claims, vehicles, or people are involved in the occurrence subject to the terms and conditions of the Policy and up to the Limits of Liability specified in **your** Policy Schedule.

C. Defence Cover

We will defend **you** or an **Authorised driver** against any legal action by a third party seeking **damages** for **property damage** or **bodily injury** arising out of the use of **your Motor Vehicle**. We will provide this defence with an advocate of **our** choice and at **our** own expense, even if the legal action brought against **you** is groundless, false or fraudulent. We may negotiate, investigate and settle any such claim or litigation at **our** discretion.

As part of **our** negotiation, investigation and settlement we will pay:

- (a) all expenses we incur;
- (b) all costs assessed against **you** or an **authorised driver**;
- (c) all interest accruing after a judgment is entered or as provided for in an agreed settlement, in a suit we defend, on only that part of the judgement or settlement we are responsible for paying.

We will not pay interest accruing after we have paid the judgment or settlement;

- (d) reasonable expense incurred by **you** or an **authorised driver** at **our** request for assisting **us** in the investigation or defence of a claim or suit.

If we are prevented, in certain jurisdictions, by local law from carrying out this defence cover, we will pay only those defence expenses that we agree in writing to pay and that are incurred by **you**.

D. Additional Covers of Section 3

1. Emergency treatment

We will reimburse **you** or an **Authorised driver** using any **Motor Vehicle** that is listed in **your** Policy Schedule for payment made under the relevant road traffic legislation for emergency treatment.

2. Personal Accident cover

We will pay an **authorised driver**, or in the event of death, the **authorised driver's** estate, €8.500 for **bodily injury** caused whilst driving any private **Motor Vehicle**, provided that the **bodily injury** results in and is the sole cause of;

- a) death;
- b) total loss of a limb;
- c) irrecoverable loss of sight in one or both eyes; or
- d) permanent total disablement.

You must notify **us** as soon as possible after the date of the **occurrence**.

We do not cover any **occurrence** caused directly or indirectly while **you** or an **authorised driver** driving a **Motor Vehicle** listed in **your** Policy Schedule is in a state of **intoxication**, or any loss or damage in consequence of suicide or attempted suicide.

3. Medical Expenses

We will pay the necessary **medical expenses**, up to a total of €850 for an **authorised driver** or any other passenger of the **Motor Vehicle** for **medical expenses** incurred or which are medically ascertained within three years of and are a direct result of a loss covered under this Policy.

The expenses must relate to **bodily injury** to an **authorised driver** while driving **your Motor Vehicle**.

4. Passenger Liability

The indemnity provided by this Section is extended to cover the liability of any passenger travelling in, entering or leaving the **Motor Vehicle**.

5. Driving of another car

The indemnity provided by this Section is extended to cover driving by **you** within the **territorial limits** of a car, of the same category and type with the **Motor Vehicle**, not belonging to **you** or to **your** spouse, employer or partner or hired (under a hire-purchase agreement or leasing agreement or otherwise) by **you** or by **your** spouse, employer or partner and provided that:

- a) there is no other coverage or insurance of any kind (whether stipulated by **you** or any other person) covering wholly or partly the same liability;
- b) **you** are entitled by the terms of **your** Policy Schedule to drive such a car;
- c) **you** drive the other car with the owner's permission; and
- d) **you** maintain an insurable interest in the **Motor Vehicle**.

The indemnity extended to **you** whilst driving any other car comes to an end as soon as **you** dispose of the **Motor Vehicle** in any way.

Provided further that this extension is valid on condition that the Policyholder is a natural person.

6. Road Assistance

Road Assistance will be provided by a contracted Assistance Company in cases where the **Motor Vehicle** is immobilized because of mechanical or electrical breakdown, accident, fuel / oil / water run-out, puncture of tyre and locking of doors on a public road in an area controlled by the government of the Republic of Cyprus or the Sovereign Base Area. When called, the officers of their mobile repair party will repair the damage with the available means and resources. Should the repair require the installation of spare parts, materials or fuel, the costs will be born by **you**.

In case of serious damage and/or damage which cannot be repaired by the means and resources of the mobile repair party, the Assistance Company will transport the insured **Motor Vehicle** to a garage chosen by **you**. Provided that, in case the contracted Assistance Company does not respond, **we** will pay to **you** the reasonable cost of such towing.

Road Assistance does not apply to vehicles with a gross weight over 3.5 tons.

7. Accident Assistance

Accident Assistance will be provided by the contracted Assistance Company in case of a road accident involving an insured **Motor Vehicle** on a public road in an area controlled by the government of the Republic of Cyprus or the Sovereign Base Area. When called, their officers will visit the scene of the accident and provide the following services:

- take photographs of the scene and the vehicles involved,
- draw up a plan of the scene,
- complete the Accident Report form,
- photograph the driver's license, the Certificate of Registration and the Insurance Certificate of the vehicles involved in the accident,
- gather the particulars of any witnesses to the accident.

8. Damage to your windscreen

We will pay to repair or replace broken glass in the windscreen, sunroof or windows of **your Motor Vehicle** provided that the **Motor Vehicle** has not suffered any other damage.

The most we will pay is €500 in respect of any one **occurrence**. The provisions in **your Policy** for **excess** shall be of no effect in respect of this extension. Any claim under this Section 3. D. 8. will not affect **your** renewal premium. Please note that if this coverage can be found under more than one section, we will only pay under one section, whichever provides the greater cover.

E. Jurisdiction Clause

We shall not be liable to indemnify any person under this Section of the Policy in respect of judgements which are not delivered by a court of competent jurisdiction:

- (a) in the Republic of Cyprus,
- (b) in the European Union member state where the accident occurred, or
- (c) in the European Union member state where the plaintiff is permanently residing.

F. Limitations of Actions

In case an action, brought against **you** and/or a driver of an insured **Motor Vehicle** in respect of an **occurrence** that we would otherwise be liable to cover under this Section of the Policy, has been statute barred vis a vis us by virtue of the provisions of the Motor Vehicles (Third Party Insurance) Law of 2000, we shall have no liability under this Section for the payment of any amount to **you** or the driver irrespective of whether **you** or the driver have paid any amount or not.

G. Specific Exclusions to Section 3

The following exclusions apply to this section of **your** Policy. We do not cover:

1. Liability

- a) Liability
 - (i) liability for **bodily injury** of the driver of **your Motor Vehicle**.
 - (ii) liability for any **bodily injury** or **property damage** whilst **your Motor Vehicle** is being driven or used by any person not specified as an **Authorised driver** on **your** Policy Schedule.
 - (iii) liability for any **bodily injury** or **property damage** whilst **your Motor Vehicle** is being used for any purpose not allowed by the Limitations as to Use recorded on **your** Policy Schedule.
 - (iv) liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of his/her employment by anyone we cover under this insurance other than as required under the **Motor Vehicle** (Third Party Liability Insurance) Law of 2000.
 - (v) liability incurred by anyone covered by the liability section of any other insurance.
 - (vi) damage to **your** property or any other car belonging to **you** or to property in the care of any person covered by this insurance.
 - (vii) liability for the death of, or injury to, or damage to property of, any person who at the time of the use of the **Motor Vehicle**, which gave rise to the liability, was carried, at his own free will, in or upon such **Motor Vehicle**, was entering or getting into the **Motor Vehicle** or alighting therefrom and such person knew or had reasons to believe that the **Motor Vehicle** was stolen or was illegally held.
 - (viii) liability for the death of, or injury to, or damage to property of, any person whilst the **Motor Vehicle** was not under **your** control because it had been stolen or obtained by violence.
- (b) any person who does not comply with the terms of this insurance Policy.

2. Property

Damage caused by any **Authorised driver** to any property or motor vehicle they own or are responsible for.

Section 4 – Car Misfueling

This extension applies only if **you** have agreed to pay additional premium and the cover “Car Misfueling” appears on **your** policy schedule.

A. Definitions

For the purposes of this section the following definitions apply (and where applicable replace any definitions shown elsewhere in this policy wording):

1. **Family member** means **your** parents, spouse, civil partner, son, daughter or siblings age 16 or over who permanently live at **your** residence.
2. **Misfueling event** means the act of **you** or a **family member** accidentally putting the wrong type of vehicle fuel into the fuel tank of **your Vehicle**.
3. **Rental car company** means a company, or agency, fully licensed by the relevant local regulatory authority to provide rental **Vehicles**.
4. **Repair shop** means a vehicle repair center suitably equipped and technically capable of the drainage and disposal of fuel from **your Vehicle**.
5. **Replacement vehicle** means a **Vehicle** rented from a **rental car company** costing not more than €25 per day.
6. **Residence** means the place in which **you** principally reside, the majority of the time and where **you** keep **your** personal belongings.
7. **Vehicle** means **your** car, truck or motorcycle properly licensed under **your** name and provided for **your** regular use, for which **you** have permission to drive and registered to be used on public roads for private use.
8. **You** or **Your** means the driver of the vehicle at the time of the **Misfueling event**, who is shown as the insured in the policy.

B. “What we cover”

We will pay for the following expenses after a **Misfueling** event that would reasonably be believed to damage **your** vehicle’s engine:

1. Towing – We will reimburse **you** for the costs of towing **your vehicle** from the place the **Misfueling** event occurred to the **Repair shop**.
2. Taxi fare – We will reimburse **you** for the cost of taxi fare to get from the **repair shop** to **your** place of **residence** or an alternative destination after a **Misfueling event**.
3. Drainage and disposal – We will reimburse **you** for the costs **you** incur to have **your vehicle** fuel tank drained and cleaned by a **Repair shop**, and have the waste fuel properly disposed of by the **Repair shop**.
4. **Replacement Vehicle** – We will reimburse **you** for the costs of renting a **replacement vehicle** while **your vehicle** is at a **repair shop**. The most we will pay is €25 per day for up to a maximum of 2 days.

The most we will pay in a single policy period regardless of the number of claims is €250. In addition, the following sub limits per claim apply:

1. Towing – €50 per claim.
2. Taxi fare - €50 per claim.
3. Drainage and Disposal - €100 per claim.
4. **Replacement Vehicle** – €50 per claim.

C. Specific Exclusions to Section 4

We will not cover:

1. Losses that do not occur during the policy period.
2. Monetary losses other than the expenses related to the resolution of the **Misfueling event** listed under Section 4, B “What We Cover”.
3. The cost of replacement fuel.

4. Consequential loss of any kind.
5. A **Misfueling** event caused by someone other than **you** or a **family member**.
6. Claims resulting from any fraudulent or intentional act by **you** or a **family member**.
7. Damage to the **Vehicle** resulting from the **Misfueling event** or any other mechanical breakdown.
8. Any claim caused by or related to substances, other than **Vehicle** fuel, entering the **Vehicle's** fuel tank.
9. Commercial **Vehicles** including delivery **Vehicles**, taxis, industrial or agricultural **Vehicles** and **Vehicles** used for competition sport.
10. **Vehicles** which are no longer in accordance with the original manufacturer specifications, unless the modification was done by a certified representative recognized as such by the manufacturer.
11. Losses which are covered under any other insurance policy or roadside assistance cover.
12. Claims caused by pollution, water atmospheric or climatic conditions; or
13. Losses due to the confiscation, nationalization, requisition or destruction of and/or damage to property by or under the order of any government, public or local authority.

Section 5 – No Claim Protection

If **you** have agreed to pay additional premium and the cover “No claim protection” appears on **your** policy Schedule, there will be no loading on **your** renewal premium because of claims made, unless more than two claims are submitted to **us** within a period of three years.

For the purpose of this extension the following shall not count as claims:

- a) payments under Breakage of Glass,
- b) payments made by us which are subsequently recovered by us.

Section 6 – General conditions

1

1.1 Your duty to provide information

The information **you** provide on **your** proposal form and the declaration made by **you** are, to the best of **your** knowledge, complete and correct. **You** must notify **us** of any changes affecting **your** insurance when they occur. If **you** have any doubts as to whether certain facts are relevant, **you** should disclose them. Failure to disclose all relevant changes may invalidate **your** insurance, or may result in the insurance not operating fully or at all.

1.2 Your duty to disclose changes

You must notify **us** as soon as possible of any change in circumstances that may affect **your** Policy, including where:

- (a) **you** change **your Motor Vehicle**,
- (b) **you** make any changes to **your Motor Vehicle** or modifications of the manufacturer's standard specifications,

- (c) **you** change the purpose for which you use **your Motor Vehicle**,
- (d) **you** change the main driver,
- (e) **you** change the address at which **you** normally keep **your Motor Vehicle**,
- (f) **you** change the parking or garaging arrangements,
- (g) **you** or any other **Authorised driver** insured under this Policy, change **your** occupation,
- (h) **you** or any other **Authorised driver** insured under this Policy receive any motoring convictions or motoring penalty points,
- (i) **you** become aware of any medical or physical condition of any **Authorised driver** insured under this Policy which may affect their ability to drive.

We may need to amend the terms and conditions of this Policy. If **you** do not disclose relevant changes in circumstances, **we** may invalidate **your** insurance.

No change or modification to the cover provided by this Policy shall be effective until it is notified to **us**.

2. Care of your Motor Vehicle

You must take all reasonable steps to prevent **your Motor Vehicle** and its contents from being lost or damaged, and maintain the **Motor Vehicle** in a sound condition.

3. Claims Procedure

In the event of an **occurrence** which is likely to involve this Policy, or if **you** or any other **Authorised driver** insured under this Policy are sued in connection with any **occurrence** which may be covered under this Policy, **you** must:

- (a) not admit liability or respond directly to third party correspondence. All correspondence received by **you** in connection with a claim should be forwarded to **us** or **your intermediary**.
- (b) notify **us** or **your intermediary** as soon as reasonably possible in the event of loss or damage to **your Motor Vehicle**.
- (c) notify the local police if the loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- (d) protect the **Motor Vehicle** from further damage;
- (e) provide **us** with bills, receipts, repair shop reports and related documents;
- (f) as often as **we** reasonably require:
 - f.1) make available to **us** the damaged **Motor Vehicle** for inspection;
 - f.2) provide **us** with the records and documents **we** request; and
 - f.3) submit to separate examination under oath.
- (g) provide **us** with the names and addresses of any known persons injured and any available witnesses;
- (h) provide **us** with any legal documents and other documents which will help **us** defend **you**;
- (i) assist and co-operate with **us** in the conduct of the defence by helping **us**:
 - i.1) to make a settlement;
 - i.2) to enforce any right of contribution or indemnity against any person or organisation who may be liable to an insured person;
 - i.3) to attend hearings and trials; and
 - i.4) to secure and give evidence and obtain the attendance of witnesses.

4. Driver responsibilities

Everyone who is covered by this Policy must follow the Policy terms and conditions. All drivers must hold a valid driving licence for any **Motor Vehicle** being driven and must follow the conditions of that licence.

5. Losses not covered by this Policy

If, by law, **we** must make a payment that is not covered by the Policy, **we** have the right to recover the payments from **you** or the person who is liable.

6. Recovery from third parties

If **you** have the rights to recover from a third party all or part of any payment made under this Policy, those rights are transferred to us. **You** or an **Authorised driver** must not do anything after the loss to impair such rights of recovery. At **our** request, **you** or an **Authorised driver** will bring an action or transfer those rights to **us** and help **us** enforce them.

7. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the **Motor Vehicle** (Third Party Liability Insurance) Law of 2000.

8. Concealment or Fraud

You, any **Authorised driver**, or any person acting for **you** must not make false claims. If **you**, any **Authorised driver** or any person acting on **your** behalf makes a claim knowing any part of it to be false, **we** will not pay the claim and **we** will cancel **your** Policy.

We have the right to cancel **your** Policy if, whether before or after a loss or damage relating to this insurance, **you** or an **Authorised driver** has:

- a) intentionally concealed or misrepresented any material fact or circumstance;
- b) engaged in fraudulent conduct relating to the Policy; or
- c) made false statements.

9. Assignment

No one covered under this Policy may assign or turn over any right or interest in regard to the Policy without **our** written consent.

10. Bankruptcy

Your bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Furthermore, if **you** become bankrupt or insolvent during the Policy period, this Policy, unless cancelled, will cover **your** personal representative for the remainder of the Policy period.

11. Other insurance

If a claim made against this Policy is also covered by other insurance, **we** will pay only **our** proportion of the loss that applies under this Policy in relation to the total amount of insurance covering the claim.

12. Instalment Premiums

Where the premium for this insurance is payable by instalments, each payment must be made when due, otherwise all benefits under the insurance will be forfeited and the insurance will be cancelled from the date when any unpaid instalment was due. In this event **you** must return the **Insurance Certificate** to **us** immediately.

13. Limitations as to Use

You, or any **Authorised driver**, may only use **your Motor Vehicle** for purposes described under "Limitations as to Use" on **your** current Policy Schedule.

14. Motor Vehicle Registration

To be covered by this Policy **your Motor Vehicle** must be registered in, or be in the process of being registered in the Republic of Cyprus.

Section 7 – General Exclusions

The following exclusions apply to **your** Policy.

1. Driving License

Any **property damage** or **bodily injury** taking place whilst **your Motor Vehicle** is being driven or used by **you** or an **authorised driver**, if **you** or the **authorised driver** involved in the accident do not hold a valid driving license, or are disqualified from holding or obtaining a license to drive the car, or act otherwise than in accordance with the terms and limitations of the driving license.

2. Contractual agreements

Any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

3. Intentional Acts

Any **property damage** or **bodily injury** arising out of an act intended by **you** or an **authorised driver**, or by any person instructed or directed by **you** or an **authorised driver** to cause property damage or bodily injury, even if the damage or injury caused is of a different type or degree than actually expected or intended. For the purpose of this section, an intentional act is one the consequences of which could have been foreseen by a reasonable person.

4. Use of Airfields

Any loss or damage whilst a **Motor Vehicle** in **your** Policy Schedule is on any part of an airport, aerodrome, airfield or military base provided for:

- a) the take off or landing of aircraft and for the movement or storage of aircraft,
- b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

5. Pollution

Any loss or damage caused by pollution or contamination.

6. Radioactive, chemical or biological contamination

Any loss or damage, directly or indirectly caused by:

- a) Radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste,
- b) the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts ,
or
- c) the use of a chemical or biological weapon.

7. War

Any loss or damage caused directly or indirectly by war, invasion, revolution, military force or similar event.

8. Terrorism

Any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:

- a) any act of **terrorism** except in so far as is necessary to comply with the relevant road traffic legislation; or
- b) resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Section 8 – Foreign use and driving abroad

Cover Abroad

This Policy provides the insurance cover detailed in **your** Policy Schedule in the **territorial limits**. This Policy also provides the minimum Third Party Liability cover required by law to use **your Motor Vehicle**:

- a. in any member state of the European Union, or
- b. any other state signatory to the Multilateral Guarantee Agreement.

Extending your Cover Abroad

In addition to the minimum Third Party Liability cover this insurance provides the cover shown in **your** Policy Schedule for up to 30 days during any one period of insurance in any country above subject to the following:

- **Your** permanent home being in Cyprus.
- **Your** visit to countries outside Cyprus does not exceed 30 days.

Green Card

A green card is not required by law to cross borders within the European Union. **Your Certificate of Insurance** is sufficient evidence of **your** motor insurance cover.

Exclusions which apply to this section

This Policy does not cover use of **your Motor Vehicle** in countries other than those listed in this section.

Section 9 – How to cancel your Policy

Cancellation

You can cancel the Policy at any time by notifying **your intermediary** or **us** in writing of the future date (minimum notice 7 days) that the cancellation is to take effect including the return of **your Certificate of Insurance** or a declaration verifying **you** have lost **your Certificate of Insurance**. **We** will give **you** a proportionate refund of any premiums paid for the period of insurance cover remaining, providing **you** have not made any claim during the period of insurance cover.

We may cancel **your** Policy at any time by giving **you** 7 days' written notice to the last known address provided by **you**. In such a case **you** are obligated within 48 hours from the effective date of cancellation of this Policy to return to **us** **your Certificate of Insurance** or, if it has been lost, to send **us** a declaration verifying **you** have lost **your Certificate of Insurance**. **We** will give **you** a proportionate refund of any premiums paid for the period of insurance cover remaining, providing **you** have not made any claim during the period of insurance cover.

If **you** cancel the Policy, it will not affect **your** rights or claims **you** make before the cancellation date.

The insurance of **your Motor Vehicle** and the indemnity for liability to a third party apply whilst **you** maintain an insurable interest in the **Motor Vehicle**. This Policy is rendered void as soon as **you** dispose of the **Motor Vehicle** in any way.

Section 10 – How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <http://www.aig.com.cy/privacy-policy> or you may request a copy by writing to: AIG General Manager, AIG Europe S.A. (Cyprus Branch), P.O. Box 21745, CY-1512 Nicosia or by email at: cy.customer.relations@aig.com.

Complaints Handling

'Complaint' means a statement of dissatisfaction by a counterparty, insured, policyholder, beneficiary of compensation or/and any third injured party ('complainant') related to an insurance policy or insurance services provided by the Company. Claims or simple requests related to the execution of the contract and the provision of information/clarifications do not constitute complaints, in the above notion.

Procedure for lodging and handling of complaints

The Company maintains a Department of Complaints' Handling, responsible for receiving and handling complaints. Should a complainant wish to file a complaint with 'AIG EUROPE S.A. – Cyprus Branch', he/she may address to the Department of Complaints Handling in the following ways:

- in the mail address: 'AIG EUROPE S.A. – Cyprus Branch', P.O. Box 21745, 1512 Nicosia
- at the e-mail address: cy.customer.relations@aig.com
- attel.: +357 22699999, by fax: +357 22699700

For a more speedy treatment of the complaint, the complainant is advised to indicate his/her name, contact information and document number (i.e. policy number, application number, file number) to which the complaint relates.

Upon receipt of the complaint, the Department of Complaints' Handling shall register the complaint on the same date, keep a full file of documents and provide to the complainant, within two (2) business days, an acknowledgment of receipt of the complaint, along with information on the complaints' handling procedure followed by the Company, the contact details of the person handling the complaint, as well as any information to be provided by the complainant.

Subsequently, the Department of Complaints' Handling shall make all necessary communications and actions for a fair, effective and objective handling of the complaint, so as to provide an answer within fifteen (15) business days of its receipt. Should this deadline be exceeded, the Department of Complaints' Handling shall provide a reasoned written briefing, indicating the estimated time to complete the processing of the complaint.

The initiation of the above procedure does not interrupt the statute of limitation of the complainant's legal claims, while the complainant has the right to insist on his/her complaint if he/she is not fully satisfied by the Company's response. Along with the submission of the complaint or in the event that the complainant is not satisfied with the Company's response, he/she may address to the following authorities:

Financial Ombudsman of the Republic of Cyprus (Address: 13 Lord Byron Avenue, 1096 Nicosia; Tel: +357 22848900; Fax: +357 22660118; complaints@financialombudsman.gov.cy)

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with 'AIG EUROPE S.A. – Cyprus Branch' response or in the absence of response after ninety (90) days:

- raise the complaint at the level of the head office of the 'AIG EUROPE S.A.' by writing to AIG Europe SA 'Service Reclamations Niveau Direction' 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>; or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance policy has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>.