



The Way Insurance Should Be

Lloyd's Insurance  
Company S.A.  
Policy

LLOYD'S



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Coverholder

PRIVATE MOTOR INSURANCE POLICY

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## THE COMPANY PROVIDING THIS INSURANCE

This insurance is underwritten by Lloyd's Insurance Company S.A, the Insurer.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its company Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be). Website address: [www.lloydseurope.com](http://www.lloydseurope.com). E-mail: [lloydseurope.info@lloyds.com](mailto:lloydseurope.info@lloyds.com).

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536

## SERVICE OF SUIT 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.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to:

Stephen Michaelides  
General Representative for Cyprus, Lloyd's Insurance Company S.A.  
41-49, Agiou Nicolaou Street,  
Nimeli Court, Block C, 3<sup>rd</sup> Floor,  
2408 Engomi,  
Cyprus

## COMPLAINT HANDLING PROCEDURE

Every effort is made to ensure you receive a high standard of service. However, if you feel that the service provided does not meet with your expectations or you are otherwise not satisfied with the service you have received (including with the way your claim has been handled) then please contact us at:

Abbeygate Insurance Brokers Limited  
Shop 1 Mesogi Avenue  
Paphos, 8280, Cyprus  
Tel: 00357 26819175  
E-mail: [cyprus@abbeygate.cy](mailto:cyprus@abbeygate.cy)

Your complaint will be acknowledged, in writing, within 2 (two) business days of the complaint being received.

A decision on your complaint will be provided to you, in writing, within 15 (fifteen) business days of the complaint being received. If it is not feasible to make a decision within 15 (fifteen) business days, you will be informed about the reasons for the delay, in writing, before the end of the 15 (fifteen) business day time limit and advise you when it expects to provide you with its decision. The additional time taken by the insurer to provide you with its decision on the complaint will be within 30 (thirty) business days from the end of the original 15 (fifteen) business day time limit.

Should you remain dissatisfied with the final response or if you have not received a final response within 3 (three) months of the complaint being received, you may be eligible to refer your complaint to the Financial Ombudsman of the Republic of Cyprus. The contact details are as follows:

Financial Ombudsman of the Republic of Cyprus  
PO Box 25735  
1311 Nicosia  
Cyprus  
Tel: +357 2284 8900  
E-mail: [complaints@financialombudsman.gov.cy](mailto:complaints@financialombudsman.gov.cy)  
Website: [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0038A

### **LANGUAGE DECLARATION CLAUSE**

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

LBS0007

01/01/2019

## Private Vehicle Insurance Policy

### About your cover

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

<b>TYPE OF COVER</b>	<b>SECTIONS THAT APPLY</b>
<b>COMPREHENSIVE COVER</b>	Sections 1 to 3 and 5 to 10 apply.
<b>THIRD PARTY FIRE &amp; THEFT COVER</b>	Sections 1, 3 and Sections 5 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.
<b>THIRD PARTY ONLY COVER</b>	Sections 1, 3 and Sections 5 to 10 apply.
<b>OPTIONAL COVERS</b>	Section 4 only applies if stated on your policy schedule.

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

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 5 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.

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 Lloyd's Insurance Company 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. The **Endorsements** that apply for this Policy are either detailed or set out, by reference to Section 10, 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. **Finance or hire purchase agreement** means an arrangement for the purchase of a new car with a loan secured against the vehicle. This will include an option to own the car at the end of the contract.
10. **Intermediary** means the intermediary who sold **your** Policy to **you**.
11. **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.
12. **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**.
13. **Medical expenses** means reasonable charges for first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.
14. **Motor Vehicle** means the private motor vehicle listed in **your** current Policy Schedule and **Certificate of Insurance**.
15. **Nuclear hazard** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled however caused, or any consequence of any of these.
16. **Occurrence** means a loss or an accident, which happens during the Policy period and results in **property damage** or **bodily injury** to any person.
17. **Property damage** means physical injury to or destruction of tangible property, including the loss of its use.
18. **Territorial limits** means the Republic of Cyprus excluding the territory where the government of the Republic of Cyprus does not exert effective control.
19. **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 include those described in part D (Specific Exclusions to Section 2) below and in Section 6 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) The first €500 of any loss when **your Motor Vehicle** is a convertible or soft top model. This excess is additional to any other excess clause applied above.

### B. Payment of a loss

**We** will pay for loss or damage to **your Motor Vehicle** anywhere within the **territorial limits**, unless an 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 with a suitable repairer by mutual agreement. **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.

A claim for any unobtainable part as a result of fire, theft or damage will be limited to the cost shown in the manufacturer's last published list price plus the reasonable cost of fitting.

**We** shall not be liable for any delay where new parts have to be obtained nor shall **we** be liable for loss of use on the **Motor Vehicle** or any depreciation in value.

The same cover applies to accessories and spare parts relating to the **Motor Vehicle** whilst these are in or on the **Motor vehicle**. The maximum amount **we** will pay in respect of accessories and spare parts is €500 per any occurrence.

If the **Motor Vehicle** is disabled due to loss or damage insured under this Policy **we** will pay the reasonable cost of protection and removal to the nearest repairers.

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 80% 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.

Replacement is subject to:

- a) **your Motor Vehicle** being owned by **you** or purchased by **you** under a **finance or hire purchase agreement**;
- b) the agreement of any interested bank or finance house; 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 in 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 €500 in respect of any one **occurrence**.

**We do not cover:**

The cost of replacing any alarms or other security devices used in, or on in connection with **your Motor Vehicle**.

### 3. Personal Belongings

**We** will pay up to €250 for any one claim for loss or damage caused by accident, fire or theft to **your** personal belongings which were in **your Motor Vehicle**. The provisions in **your** Policy for excess will not apply in respect of this cover.

**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 Section 2, where the vehicle is a private car, we will indemnify you with a replacement small car for the period during which, according to our assessor, the Motor Vehicle is necessary to lay in a garage for repair. This period 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. Only if a hire vehicle cannot be supplied the amount of €25 a day will be paid in lieu of the vehicle as described above.

### 5. Damage to your windscreen

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

The most we will pay is €750 in respect of any one occurrence. The provisions in **your** Policy for excess will not

apply in respect of this cover. Any claim under this Section 2.C.5. will not affect **your** renewal premium. If the payment exceeds €750, the claim should be dealt with under Part B. Payment of a loss. An excess will be applicable in this case and it will affect **your** no claim bonus discount.

## 6. Child car seats

If **you** have a child car seat fitted to **your Motor Vehicle** and **your Motor Vehicle** is involved in an accident, or **your Motor Vehicle** is damaged by fire, theft or attempted, we will pay for the cost of a replacement child car seat up to a limit of €200. Proof of purchase will be required in the event of a claim. The provisions in **your** Policy for excess will not apply in respect of this cover.

## 7. Personal injury cover for the Policyholder

**We** will pay **you** €4,000 for **bodily injury** caused whilst driving any private **Motor Vehicle** or while getting into or out of any vehicle, or travelling in any other vehicle not belonging to **you**, or hired to **you** under a **Finance or hire purchase agreement**, provided that the **bodily injury** results in and is the sole cause of;

- a) death
- b) loss of any 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:

- a) while **you** are in a state of **intoxication**;
- b) If **you** don't hold a valid driving license or **you** are disqualified from holding or obtaining such a license;
- c) if **you** are 75 years old or older at the time of the **occurrence**;
- d) if the policyholder is not a physical person; or
- e) as a result of suicide or attempted suicide.

## 8. Medical Expenses

If **you** suffer an accidental bodily injury as a direct result of **your Motor Vehicle** being involved in an **accident**, **we** will pay the necessary **medical expenses** in connection with such injury up to a limit of €4000 provided that such expenses are medically ascertained within three (3) years of and are a direct result of a loss covered under this Policy.

## 9. Uninsured driver cover

If **you** make a claim for an accident that is not **your** fault and it has been established that the driver of the vehicle that has hit **you** is not insured, **we** will reimburse **you** with **your** policy excess and **you** will not lose **your** no claim bonus discount.

**We** will require from **you** to submit to **us**:

- a) A police report;
- b) The registration number, make and model of the vehicle;
- c) The details of the driver of the other vehicle if possible; and
- d) Details of independent witnesses if available.

## D. Specific Exclusions to Section 2

The following exclusions apply to Section 2 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 wording under Section 2.C.4.;
- 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; or
  - (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 deception, fraud or trickery;
  - k) any loss, destruction of or damage to tools;
  - l) damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work undertaken on the **Motor Vehicle** by **you** or by any person acting on **your** behalf;
  - m) loss or damage to **your Motor Vehicle** whilst being towed, lifted, or transported by **you** or by any person named in **your** policy schedule or **your Certificate of Insurance**;
  - n) loss or damage to any trailer and goods carried on or within any trailer; and
  - o) loss or damage arising from theft while the ignition keys of the **Motor Vehicle** has been left in or on the **Motor Vehicle** or if all doors, windows and other openings have not be closed and locked.

## 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 **your Motor Vehicle**.

Exclusions to this cover are described in part G (Specific Exclusions to Section 3) below and Section 6 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. 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**.

### E. 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 in relation to **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.

### F. 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.
  - (ix) 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**.
- 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 – No Claim Protection

If **you** have paid an additional premium and we have agreed to provide no claim protection, **you** will still enjoy 60% no claims discount off **your** insurance premium, unless more than two (2) claims are submitted to **us** within a period of three (3) years.

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

- a) payments under Section 2.C.5. Damage to your windscreen,
- b) payments made by **us** which are subsequently recovered by **us**.

## Section 5 – General conditions

### 1. Duties

#### 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

If **you** wish to make a claim, **you** will need to contact in the first instance:

Orphanides and Murat Ltd  
140 Franklin Roosevelt Avenue, 3105 Limassol, Cyprus.  
Tel: +357 25 566 099  
Email: [rotacy@globalsofrmail.com](mailto:rotacy@globalsofrmail.com)

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 license.

#### 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 and all taxes and duties for registering the vehicle have been paid or will be paid by **you**.



## Section 6 – General Exclusions

The following exclusions apply to your Policy and describe situations that **we** do not cover.

### 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 which has been held for minimum of 24 months, 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 as a result of an agreement but which would not apply 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 exclusion, an intentional act is one which the consequences 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 takeoff or landing of aircraft and for the movement or storage of aircraft;
- b) aircraft parking aprons including the associated service roads, refueling 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 occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 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.

### 9. Drivers under 25 years of age

Any **property damage** or **bodily injury** taking place whilst **your Motor Vehicle** is being driven or in the purpose of being driven by any person under 25 years of age unless explicitly stated on **your** Certificate of Motor Insurance.

**10. Loss/damage caused by Computer Virus or Ransomware Attack**

Any loss, theft, **damage**, disablement, impairment or loss of use of **your Motor Vehicle** or any cost or expense arising as a result of any computer virus, ransomware, code or software or any related threat, deception or hoax.

**11. Sanctions Limitation Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Section 7 – Foreign use and driving abroad

### 1. 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.

### 2. 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 90 days during any one period of insurance in any country listed in point 1 above. This includes Sea transit between any parts in those places including the process of loading and unloading subject to the following:

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

### 3. 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.

### 4. Specific Exclusions to Section 7

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

## Section 8 – How to cancel your Policy

### Cancellation

If **you** have bought this **Policy** online or over the phone, a 14-day cooling off period applies. The 14-day cooling off period commences on the day that your **Policy** is concluded or the day that the documentation of your **Policy** is received, whichever is the later. During this 14-day cooling off period, **you** may cancel your Policy by notifying **your intermediary** or **us** in writing. If **you** do this, it will be as if **your Policy** had never been issued and **we** will refund any premiums **you** have paid in full, provided that no claims have been made and that **your Motor Vehicle** has not been involved in an event that may lead to a claim by third parties.

Regardless of the above, **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. Provided that no claims have been made and that **your Motor Vehicle** has not been involved in an event that may lead to a claim by third parties, **you** will be entitled to a return of premium at the following Short Period Rates for the time the insurance has been in force.

### Short Period Rates

Period No exceeding :	1 Week	2 weeks	1 month	2 months	3 months
Amount Payable	12.5%	17.5%	25%	37.5%	50%

Period No exceeding :	4 months	6 months	8 months	Over 8 months
Amount Payable	62.5%	75%	87.5%	Full Premium charged

**We** may cancel **your** Policy at any time by giving **you** 7 days written notice to the last known address provided by **you**. **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 and that **your Motor Vehicle** has not been involved in an event that may lead to a claim by third parties.

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.

If this Policy is cancelled, **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**.

## **Section 9 – How we process your personal information**

### **Who we are**

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### **What personal information we process about you**

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### **Why we collect your personal information and the lawful basis for processing**

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### **Who we are sharing your personal data with**

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing
- an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual
- commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully
- checked before personal information is disclosed.

### **How long we keep your data**

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### **Other people's details you provide to us**

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

### **Complaints, contacting us and the regulator, and your rights**

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

Abbeygate Insurance Agency Limited  
Shop 1 Mesogi Avenue  
Paphos, 8280, Cyprus  
Tel: 00357 26819175  
E-mail: [cyprus@abbeygate.cy](mailto:cyprus@abbeygate.cy)

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### **Consent**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

### **Contact details of the Data Protection Officer**

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer  
Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium  
Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

## Section 10 – Endorsements

Those Endorsements set out below whose numbers appear in the Schedule are applicable; all other Endorsements set out below are deemed to be deleted unless reference is made to them in any Endorsement which is applicable or which becomes applicable:

### CV 4. ACCIDENTAL DAMAGE EXCESS

**We** shall only be liable for the amount in excess of the first (the amount shown in the Schedule) in respect of each and every claim under Section 2 of this Insurance.

This Endorsement operates independently of and in addition to any other Excess provision or condition which may be applied or which may be contained in this Policy.

### CV 5. FIRE & THEFT EXCESS

**We** shall only be liable for the amount in excess of the first (the amount shown in the Schedule) in respect of each and every claim under Section 2 of this Insurance.

This Endorsement operates independently of and in addition to any other Excess provision or condition which may be applied or which may be contained in this policy.

### CV 6. UK EXCESS

**We** shall only be liable for the amount in excess of the first (the amount shown in the Schedule) in respect of each and every claim under Section 2 of this Insurance whilst the **Motor Vehicle** is being used in the United Kingdom, subject to such use being approved by **us** and an International Motor Insurance Certificate (Green Card) being in force.

This Endorsement operates independently of and in addition to any other Excess provision or condition which may be applied or which may be contained in this policy.

### CV 7. ADDITIONAL EXCESS

**We** shall only be liable for the amount in excess of the first (the amount shown in the Schedule) in respect of each claim under Section 2 of this Insurance.

This Endorsement operates independently of and in addition to any other Excess provision or condition which may be applied or which may be contained in this policy.

### CV 22. TRAILERS

The insurance cover granted under this Policy extends to apply to one trailer whilst attached to or accidentally detached from **your Motor Vehicle**.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

### CV 23. TRAILERS ATTACHED/DETACHED

The insurance cover granted under this Policy extends to apply to any trailer declared to **us** and owned by **you** whilst attached to the **Motor Vehicle** or detached therefrom and out of use. This only applies where such trailer whilst detached is kept on premises owned or occupied by the **you**, or premises used for delivery or collection by **you** provided such premises are securely locked and declared to **us**. **Our** maximum liability in respect of any one trailer shall be up to but not exceeding the sum stated on the Schedule or subsequent notification supplied to and agreed by **us**.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

### CV223-AUTHORISED DRIVERS ONLY

**We** shall be only liable in respect of any claim for loss, damage or liability whilst **your Motor Vehicle** is driven or in the purpose of being driven by the drivers named in **your** Schedule.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

### CV 46. TRACKER SYSTEM

If shown in the Schedule as applying to **your Motor Vehicle**, a Tracker system, as approved and agreed by **us**, is

required to be installed and it is a condition of this Endorsement that:

- a) The Tracker system is kept in an efficient and effective condition.
- b) A service contract is kept continuously in force with the Tracking Company, and the company responsible for the service contract is immediately advised by you of any apparent defects or failures in the system or signalling.
- c) All detection devices and their circuitry connection for continuous functioning are fully operable at all times.
- d) The system is put into full and effective operation at all times.
- e) We are notified immediately;
  - (i) If the central monitoring body give written or verbal warning of possible intended withdrawal of response.
  - (j) Before any alteration to or replacement of the Tracker system and its associated service contract is made.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

#### **CV 47. DELETE NO CLAIM BONUS**

The benefits granted by Section 4 (No Claim Bonus) have been deleted.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

#### **CV 172 NO CLAIM PROTECTION**

Section 4 'No claim protection' is included.

#### **CV 999 VEHICLE LOCATION**

This insurance is issued on the strict understanding that the vehicle will reside at the address detailed in the statement of fact.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.

#### **CV 1029. PREMIUM PAYMENT WARRANTY**

**You** agree that premium will be paid to **us** in instalments, when due.

If any instalment of the premium due under this policy has not been so paid to **us** by the date it is due, **we** shall have the right to cancel this policy by notifying **you** in writing. In the event of cancellation, premium is due to **us** on a pro rata basis for the period that **we** are on the risk but the full policy premium shall be payable to **us** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that **we** shall give not less than fifteen (15) days prior notice of cancellation to **you**. If premium due is paid in full to **you** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

This Endorsement operates independently of and in addition to any other provision or condition which may be applied or which may be contained in this policy.