

Motor Insurance Policy



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MOTOR INSURANCE POLICY

INTRODUCTION

Dear Customer,

GAN DIRECT INSURANCE LTD. is happy to have you as a Policyholder. Enclosed please find your Schedule of Insurance and Policy Wording. This policy has been prepared according to your instructions. Please read it carefully to ensure that it meets your requirements.

Immediate notice should be given to us of any changes that may affect the cover provided by this policy.

Alterations in the cover required, after issue of the Policy, will be confirmed by separate Endorsement(s), which you should file with

the Policy. You should refer to the Endorsement(s) and the Policy to ascertain precise details of cover currently in force. If the cover offered by this policy does not satisfy your requirements, please return all documents within 14 days from inception day. In such a case we shall return the premium paid less the pro rata portion thereof for the time during which the Policy has been in force provided that no claims have been submitted in respect of this policy during the said period. The full annual premium shall be payable to the company if a claim is submitted during such period. If you have any questions regarding your insurance, please call us at the telephone number shown in the schedule.

Should you have any complaints that you may think we have not executed to your satisfaction please write to the Head Office at: P.O. Box 51998, 3509 Limassol.

ROAD TRAFFIC ACCIDENTS

Useful guidance

- STOP YOUR vehicle. Switch off ignition.
- DO NOT LEAVE the scene of the accident.
- CALL or get someone to call the Police.
- POLICE Telephone numbers:

Nicosia:	22808080
Limassol:	25805050
Larnaca:	24804040
Ammochostos:	23803030
Paphos:	26806060

- CALL ROAD AND ACCIDENT ASSISTANCE AT 800 5 10 15
- OBTAIN ALL THE FACTS including any witness information.
- DO NOT ADMIT LIABILITY
- DISPLAY red warning triangles at least 20m in front of and behind the vehicle.
- IMMEDIATE written Notice should be given to our offices together with copy of the Vehicles Ownership Certificate and Driver's License

MOTOR INSURANCE POLICY

This is to certify that GAN DIRECT INSURANCE LTD (the Company) in consideration of the premium specified herein, hereby indemnifies the insured under the terms and conditions contained herein or endorsed hereon.

Whereas the Insured described in the schedule hereto has made or caused to be made to the Company a proposal and declaration (hereinafter called the Proposal) which shall be the basis of the Contract and is deemed to be incorporated herein as evidence by this Document and has paid the premium mentioned in the said Schedule in consideration for the indemnity hereinafter contained.

The Company has agreed to indemnify the Insured against liability as hereinafter defined subject to the terms, conditions and exceptions contained herein or endorsed hereon and directly sustained in connection with the Motor Vehicle (hereinafter called the "Insured Vehicle") described in the Schedule and occurring during the period stated therein or any subsequent period in respect of which the Company agrees to accept the premium for the renewal of this Policy.

SECTION I

LIABILITY TO THIRD PARTIES

1. Indemnity to the Insured and other persons

The Company will subject to the Limits of Liability and the Jurisdiction Clause, indemnify the Insured or any Authorized Driver against all sums including claimant's costs and expenses which the Insured or any Authorized Driver shall become legally liable to pay in respect of

- (a) death of or bodily injury to any person,
- (b) emergency treatment to any person,
- (c) damage to property

where such death or injury or need for such treatment or damage arises out of an accident caused by or arising out of the use of the Insured Vehicle on the road, in the geographical area defined in the Schedule.

2. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Document of Insurance the Company will in respect of liability incurred by such person, indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person before the time of his death.

3. Application of Limits of Liability

In the event of an accident involving indemnity under this Document of Insurance to more than one person the liability of the Company shall not exceed the aggregate amount of indemnity as this appears in the Schedule as Limits of Liability.

4. Representation and defense

The Company may at their own option:

- (a) arrange for representation at any inquest or fatal inquiry, in respect of any death that may be the subject of indemnity under this policy
- (b) undertake the defense of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this policy.

5. Expenses

The Company will pay all costs and expenses incurred with its written consent.

6. Passenger Limitation

In the event of an accident occurring whilst the Insured Vehicle is carrying a greater number of persons than stated in the Schedule,

the Insured and/or the driver shall repay to the Company a ratable proportion of the total amount payable by the Company in respect of such persons.

JURISDICTION CLAUSE

The indemnity under Section I 1 of this policy shall not apply in respect of judgements, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in the Republic of Cyprus.

EXCEPTIONS TO SECTION I

The Company shall not be liable:

- (a) under paragraphs 1 or 2 above to indemnify any person
 - (i) unless such person shall observe, fulfil and be subject to the Terms of this Policy in so far as they can apply
 - (ii) if such person is entitled to indemnity under any other policy
- (b) for death of or bodily injury to the Driver of the Insured Vehicle unless it is so stated in the Schedule of this policy
- (c) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Policy
- (d) in respect of death of or bodily injury of an "illegal passenger" on the insured vehicle. For the purposes of this exception the definition "illegal passenger" is according to the current law in force.
- (e) in respect of damage to property being loaded or unloaded or property in or on the Insured Vehicle.
- (f) in respect of damage to property belonging to or in the custody or control of
 - (i) the Insured
 - (ii) any person claiming to be indemnified under this Policy
 - (iii) a member of the same household of any person claiming to be indemnified under this Policy

(g) in respect of damage by vibration or by the weight of the Insured Vehicle or of the load carried by the Insured Vehicle to any bridge, weight bridge or anything beneath.

(h) for the carrying of passengers or goods of such a number or weight or size or in such a way as is likely to impair the safe driving or control of the Insured Vehicle or is likely to cause damage to any person or property.

(i) in respect of any liability of a passenger of the Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the Legislation or by virtue of any Agreement executed between the Government of the Republic of Cyprus and the Motor Insurers' Fund or the Company and other Insurers who are members of the Motor Insurers' Fund to pay an amount for which the Company would not otherwise be liable under this Document of Insurance the Insured and/or the driver shall repay that amount to the Company.

SECTION II

FIRE OR THEFT LOSS TO THE MOTOR VEHICLE

The Company will indemnify the Policyholder up to but not exceeding the Policyholder's estimate of value against fire, external explosion, self-ignition, lightning or burglary, theft or attempted theft to the Motor Vehicle and its accessories and spare parts whilst thereon.

SECTION III

ACCIDENTAL DAMAGE TO THE MOTOR VEHICLE

The Company will indemnify the Policyholder up to but not exceeding the Policyholder's estimate of value against loss or damage (other than by fire or theft as defined in Section II) to the Motor Vehicle and its accessories and spare parts whilst thereon.

TERMS AND CONDITIONS APPLYING TO SECTIONS II AND III

1. COMPANY'S LIABILITY.

At its own option the Company may:

- (a) pay in cash the amount of the loss or damage as assessed by an Engineer to be appointed by the Company
- (b) repair the Motor Vehicle by a Repairer of the choice of the Company
- (c) replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company under (a), (b) and (c) shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. In the event of any damaged part or accessory being irreparable and a new part unobtainable or obsolete in pattern the liability of the Company, shall be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agent in Cyprus.
- (d) provided the loss or damage as assessed by the Engineer to be appointed by the Company is 60% or more of the Policyholder's estimate of value stated in the Schedule, declare the damaged Motor Vehicle as a total loss and pay in cash to the Policyholder the reasonable market value of the Motor Vehicle at the time of such damage, but not exceeding the Policyholder's estimate of value in which event the Policyholder shall transfer the ownership, deliver the salvage and the Certificate of Insurance to the Company.

If the insured vehicle has been exempted from custom duty and insured for its duty paid value, it is further agreed that the policy holder shall be liable for any duty, tax or any other levy pending on the destroyed vehicle.

2. HIRE PURCHASE - LOAN AGREEMENT

If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase or loan agreement, any payment shall be made to the owner described therein, whose name may also appear in the

Schedule and whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

3. REMOVAL TO REPAIRERS

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will indemnify the Policyholder up to an amount specified in the schedule for the cost of protection and removal of the disabled Motor Vehicle to the nearest repairer.

4. EXCESS OWN DAMAGE CLAIMS

The company shall not be liable, in relation to any one event, for the amount described in the schedule as own damage excess amount and would otherwise be payable under SECTIONS II and III

EXCEPTIONS TO SECTIONS II AND III

The Company shall not be liable for:

- (a) consequential loss,
- (b) depreciation, wear and tear, mechanical or electrical breakdown, failures or breakage,
- (c) damage to tires unless the motor vehicle is damaged at the same time,
- (d) damage caused by overloading.

GENERAL EXCEPTIONS

The Company shall not be liable:

1. In respect of any accident, loss, damage, cause, sustained or incurred:
 - (a) outside the geographical area, as specified in the Schedule
 - (b) whilst on the Insured's order or with his permission or to his knowledge any motor vehicle in respect of which indemnity is

provided by this policy is:

- (i) being used otherwise than in accordance with the Limitations as to Use, or
 - (ii) being driven by any person other than an Authorized Driver, or
 - (iii) in the charge of a person other than an Authorized Driver for the purpose of being driven by him
2. In respect of any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with:
- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, or
 - (b) strike, lock-out, riot, civil commotion, or
 - (c) detention, seizure, confiscation or any attempt thereat, or
 - (d) Acts of Terrorism or
 - (e) flood, typhoon, hurricane, storm or tempest, hail, hailstorm, cyclones, tornado, volcanic eruption, earthquake or other convulsion of nature or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be Indemnified shall prove that the accident, loss, damage or liability arose independently of and in no way was connected with or occasioned by or contributed to by or traceable to any of the said occurrences thereof; in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
3. In respect of any liability which arises by virtue of an agreement but which would not have arisen in the absence of such agreement.
4. In respect of any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an

agreement between such a person and such party.

5. In respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
6. To indemnify:
- (a) the person driving, if such a person was under the influence of intoxicating liquor or drugs
 - (b) the Insured if to the Insured's knowledge the driver was under the influence of intoxicating liquor or drugs and such driver has been convicted by a Criminal Court for driving under such influence or there was sufficient evidence on which he could have been so convicted.
7. To indemnify or compensate under this policy (except in so far as is necessary to meet the requirements of the legislation) any event, loss or damage that arises out of the use or to the insured vehicle or any vehicle towed or is used as a tool of trade
8. In respect of any liability of any person claiming to be indemnified resulting from intentional or premeditated act, deed or omission that constitutes a criminal offence according to the Criminal Code and which cannot be considered as an accidental event.

GENERAL CONDITIONS

1. Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or in the Schedule shall bear such specific meaning wherever it may appear.

2. Insured's Duty

The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

If the Insured shall make any claim or any statement in connection therewith knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become null and void and all claims hereunder shall become forfeited.

3. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. Care and Maintenance of Motor Vehicle

The Insured shall take all reasonable steps to safeguard and maintain the Insured Vehicle in an efficient condition and the Company shall have at all times free and full access to examine the Insured Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precaution being taken, to prevent further loss or damage and if the Motor Vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Vehicle or third parties shall be excluded from the scope of the indemnity granted by this Policy.

5. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the

Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence. In case of any occurrence that may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of any offender.

6. Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled if they so desire to take over and conduct in the name of the Insured or such person, the defense or settlement of any claim or to prosecute in the name of the Insured or such person for their own benefit any claim for indemnity or damages or otherwise.

The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require. If the Company shall make any such payment in settlement of any claim and such payment includes any amount not covered by this Policy the Insured or such person shall repay to the Company the amount not so covered.

7. Other Insurance

If at the time any claim arises under this Policy, there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their ratable proportion of any such loss, damage, compensation, costs or expenses in connection therewith provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception to Section I (a) (ii) of this Policy

8. Cancellation

The Company may cancel this Policy by sending fourteen days notice by registered letter to the Insured at his last known address. In such event the Company will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force. The Policy may be cancelled at any time by the Insured on seven days notice. In such event and provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company, on or before the date of cancellation, the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company Short Period rates for the time during the current Period of Insurance the Policy has been in force.

9. Arbitration

All differences arising between the Parties out of or in connection with this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference. In case the Parties cannot agree upon the identity of the Arbitrator the President of the District Court where the accident occurred shall appoint such Arbitrator. The Award of such Arbitrator whether appointed by the Parties in difference or by the President of the District Court as herein above mentioned shall be final and binding upon the Parties. If the Company, shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

BINDING TEXT

The English or alternatively the Greek version is the binding text of this Policy as mentioned in the proposal.

ENDORSEMENTS

The following endorsements shall be operative if they are referred to in the Schedule under the heading "Endorsements applicable" (and should be read in conjunction therewith) and are subject to the Terms Conditions and Exceptions of this Policy.

1. DRIVING OTHER CARS

It is hereby declared and agreed that the Company will indemnify the Insured against his liability under section I, whilst personally driving a private motor vehicle up to the same engine capacity as the insured vehicle but not a motorcycle, not belonging to him and not hired (under a hire purchase agreement or otherwise) to him or his employer or his partner, and provided there is no other indemnity or insurance of any nature whatsoever subsisting (whether effected by the insured or any other person) wholly or partly covering the same injury, loss or damage.

2. WINDSCREEN COVER

The Company will subject to the Limit stated in the Schedule indemnify the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle described in the Schedule following the breakage of such glass (provided there is no further damage to the Motor Vehicle) and that such indemnity shall not be deemed to be a claim for the purpose of the No Claim Discount. For the purpose of this Endorsement any requirement in the Policy that the insured and /or any Authorized Driver shall be responsible for any amount stated in the Schedule as an "Excess" shall be of no effect.

3. MEDICAL EXPENSES

The company will, subject to the limits stated in the schedule, pay to the insured and/or any authorized driver the reasonable medical expenses in connection with any bodily injury caused by

violent, accidental, external and visible means and sustained by the insured or any authorized driver as the direct and immediate result of an accident of the motor vehicle. Limit of Liability for any one accident as stated in the schedule.

4. CLAIM PROTECTION

In consideration of the payment of an additional premium, it is hereby understood and agreed that the additional premium that would have been added on, as a result of one and only one claim during the policy period, the present waives that right and the policyholder will maintain his discount according to the "proposal".

5. LOSS OF USE OF CAR

In consideration of the payment of an additional premium, it is hereby understood and agreed that in the event of a claim being admitted under Section III of the Policy, the company will indemnify the insured for the daily amount as is stated in the schedule of this policy for such a period as required for the completion of the necessary repairs. Such period shall be limited to the actual number of days required to complete such repairs and in any case no more than the period specified in the schedule, being understood that all necessary parts needed to be replaced are readily available in the local market. It is further understood that in the event of "Total Loss of the vehicle" the period is limited to twelve (12) days

6. DRAWING A TRAILER

For an additional premium it is hereby declared and agreed that the indemnity granted by this Policy in respect of Section I only is extended to apply to a Trailer whilst attached to the Motor Vehicle specified in the Schedule.

7. EXTENSION OF GEOGRAPHICAL AREA

In consideration of the payment of an additional premium and subject to the terms, conditions and exceptions, the indemnity provided under this policy is extended to cover events outside the geographical area of the Republic of Cyprus as stated in the Schedule. For the purposes of this endorsement the indemnity provided under Section I of this policy is adjusted to satisfy the minimum requirements of the legislation for compulsory insurance in the country which any event occurred out of which liability arose.

8. PASSENGERS LIABILITY TO THIRD PARTIES

In consideration of the payment of an additional premium it is hereby agreed that EXCEPTION OF SECTION I (i) is deleted

9. EXTENSION OF COVER BEYOND "ROAD" USE

It is hereby understood and agreed that this policy extends to cover use of the insured vehicle anywhere in the geographical area (as defined in the schedule), except the restricted areas of ports and airports

10. ROAD ASSISTANCE

In consideration of the payment of an additional premium the company, following a written agreement with another company, will provide road assistance service to the insured vehicle in Cyprus. The service will cover any cause of insured vehicle's immobilisation. If the service provider is unable to provide adequate service in reasonable time, under normal weather conditions, the responsibility of GAN Direct Insurance Ltd is limited to the amount of fifty five Euros (55 €).

11. CONVULSION OF NATURE

It is hereby declared and agreed that, for an additional premium, that the indemnity granted by this Policy, in respect of Section III only, is extended to apply to loss or damage caused by convulsion of nature. Hence general exception 2(e), as this applies to SECTION III only, is deemed to be cancelled.

12. PERSONAL EFFECTS.

The company will subject to the limit stated in the schedule compensate the insured for loss or damage to personal effects, whilst carried in or on the insured vehicle and directly caused by fire, lightning, explosion, theft or attempted theft or accident provided that reasonable precautions were taken to prevent their loss or damage. The company shall not be liable for the loss or damage of money, credit cards, cheque books, jewellery, stamps, tickets, documents, securities, goods, tools or samples carried in connection with any trade or business.

13. LIABILITY FOR STRIKE, LOCK-OUT, RIOT, CIVIL COMMOTION.

In consideration of the payment of an additional premium it is hereby agreed that general exception 2(b) is deleted.

14. GUARANTEE ASSET PROTECTION (GAP)

In consideration of the payment of an additional premium the company will compensate any Leasing company, Finance company, Hire Purchase Company or co-owner under the terms conditions and exceptions of this policy and up to the limit of liability stated in the schedule, the difference between the balance to the Leasing company, Finance company, Hire Purchase Company or co-owner and the current value of the vehicle at the time of loss or damage, excluding any delayed instalments, interest or expenses there on. Settlement receipt from the above institutions shall constitute final discharge of the company in regard to this clause.

15. HIRE PURCHASE, LOAN OR LONG-TERM RENTAL AGREEMENT

It is declared and recognized that the Motor Vehicle is subject to the Hire Purchase, Loan or Long-term rental Agreement between the Insured and the owner in the Hire Purchase, Loan or Long-term rental Agreement that is referred to in the Table.

16. REPLACEMENT OF MOTOR VEHICLE WITH NEW

It is declared and agreed that in the event that the Insured

- (a) possesses the Motor Vehicle from its first registration as new, and
- (b) has insured the Motor Vehicle in its official price at the date of registration, and in a period of twelve months from the registration, the vehicle is stolen and not found within three months or sustains damage covered by the Policy which exceeds the 50% of official sale price at the date of damage, the Company will replace, provided that the Insured so agrees, the Motor Vehicle with a new one at the same price and model provided that this is available in the Cypriot market.

In the event that this is not agreed by both parties and the Company uses its her right for pecuniary payment, the payable sum will be the official price of sale at the date of the damage but under no circumstances it will exceed the value mentioned in the schedule. The Official sale price for the purposes of this Endorsement is considered to be the price of sale given by the official Importer of the same type and model with the Motor Vehicle.

17. LEGAL PROTECTION

We will pay for the expenses to defend the driver involved in an accident up to 1000 euros (including VAT), in order to avoid his imprisonment.

18. PENAL BAIL

In case of a road traffic accident we will pay a bail up to 3000 euro (including VAT) to bail out the driver. The insured has to reimburse GAN DIRECT for any amount so paid within three months.



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Email: info@gandirect.com

Nicosia

53, Athalassas Ave., Strovolos

Limassol

• 220, Arch. Makarios III Ave., Stelmaria Court
• 51B, Vasileos Pavlou Str, Omonia

Larnaca

89, Arch. Makarios III Ave.
Filanda Crt, Shop 4&5

Paphos

2, Boumboulinas Str.

Paralimni

57, 1st April Str.

MAILING ADDRESS: P.O. Box 51998, 3509 Limassol

