

**Motor Insurance Booklet**





## WELCOME

Dear Customer,

Thank you for insuring with us.

We are determined to provide you with outstanding Customer Service at all times and to make insuring with us as easy and trouble-free as possible.

This Policy booklet provides all the details you need to know about your insurance Policy. Please read this alongside your Schedule and Proposal Confirmation.

We are pleased to enclose your updated documents for the changes you told us about.

Here's what you need to do now...



**Check** your documents are correct

- Insurance Certificate
- Proposal Form
- Policy Summary
- Schedule of Insurance
- Policy Wording

If any of the items above are incorrect, please call **800 5 10 15**. We do not charge an administration fee if you make changes within 14 days of the start of your Policy.

## GAN GUARANTEE

Simply The Gan Guarantee offers you the best price, cover and service levels in the market.

## PRICE & COVER

If you find a better price and cover elsewhere we Guarantee to beat it.

## SERVICE

Money back guarantee if not satisfied within 14 days from inception. We Guarantee service through our EasySwitch, EasyPay, 24hrAssistance and 24hr FastClaim Service.

### EasySwitch

Simply take your existing policy into one of our branches and we will take care of the annoying paperwork for you.

### EasyPay

You can pay your Policy premium in 6 or 12 Monthly Installments with your Credit Card without incurring credit charges.

### 24hr Motor Assistance

- Road Assistance
- Business Assistance
- Relay
- Stay Mobile

### 24hrFastClaim

Why wait? Your claim settled within 24 hours. Either by choosing to use one of our Network Approved Suppliers, or by cheque.

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## 1. INTRODUCTION

This policy document and your schedule describe your legal contract and it is important that you examine them carefully to make sure that they meet all your needs. If you have any questions, please let us know right away.

Please check your schedule and your details form carefully to make sure that as far as you know the information you have supplied is correct. Remember, you must tell us if this information changes or is not correct. If you don't, you may find that you are not covered.

The Proposal Form issued with your documents also forms part of your policy, please read it carefully.

In return for paying or agreeing to pay the premium, we will insure you under the conditions of your policy for any insured event which takes place during the period of insurance within the territorial limits.

## 2. CUSTOMER CARE

### Our commitment to you

We will make sure all the information we give you will be clear and accurate. We will be fair and reasonable whenever you need the protection of this policy. We will act promptly to provide the protection you need.

### If things go wrong

Whilst we will make every effort to maintain these standards, we recognize that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern.

In such circumstances:

- We promise to acknowledge any formal complaint in 24hrs or less.
- We promise to have the issues reviewed by a person of appropriate seniority and authority in 5 days or less.

- We will endeavour to provide a full and final response to your concern or complaint within 30 days. If for any reason this is not possible, we will write to you to explain why we have been unable to finalize the matter quickly.

If you have a complaint about any aspect of the service you receive from us please phone us quoting your reference number.

Alternatively you can write to us at:

Our Head Offices at Gan Direct Insurance, P.O. Box 51998,3509 Limassol, Cyprus

When contacting us please ensure you quote your policy or claim number as appropriate.

## 3. CUSTOMER INFORMATION

### Changes to your Insurance

You must tell us if any of the following details change before you need cover to start:

- you change your vehicle;
- you modify your vehicle;
- you add another driver to your policy or amend the driving restriction;
- you change the use of your vehicle (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive);
- the ownership of your vehicle changes. You must tell us immediately if any of the following details change:
- the address where you normally keep your vehicle;
- if you, or anyone covered by this policy change jobs, including part time. (Any change during the period of insurance may result in an additional or return premium and will be subject to an administration fee)

You must tell us about the following changes before the next renewal date (or at the time you are making any of the changes already mentioned):

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us;
- motoring convictions (including fixed penalty offences) or pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence;
- any physical or mental impairment of the Driver and Vehicle

### Customer discounts

Gan Direct offers a range of discounts that are aimed at achieving one thing – bringing down the cost of your insurance.

#### Responsible Driver Discount

If it's been a while since you have had an accident or violation, you may qualify for this discount

#### Named driver no claims discount

Whilst your named driver remains claims free on your policy they will earn their own named driver no claims discount to use when they take out their own car insurance policy with us. Taking advantage of this deal couldn't be easier. To transfer the named driver no claims discount the named driver needs to call us and identify the policy on which they have earned this discount by giving your name, date of birth, postcode and either your policy number or vehicle registration. The named driver no claims discount may be lower than the no claims discount available to you as the main policy holder and may not be recognized by other insurers.

#### Only driver discount

If you are the only person insured on your Gan Direct car insurance policy and you purchase an additional car that will only be driven by you, we will give you an extra discount on the policy for your new car.

#### Multi-car discount

If two or more cars in your household are insured with us or if you are a named driver on another Gan Direct Insurance policy, we will give a discount on the second and any subsequent car insurance policies. You will need to identify the other policy in your household or the policy on which you are named.

#### Home Insurance Discount

Looking for a good deal on your home insurance too? We offer our car insurance customers a discount when they buy a new home insurance policy. All discounts are subject to minimum premium.

### 3.1 HAD AN ACCIDENT? DON'T PANIC!

If you're involved in an accident, it's all too easy to forget what to do in the shock of it all. Here's all you need to know.

#### The law

By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals. You must give your name, address and insurance details to anyone with good reason to ask.

#### How to help us help you

Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.

A diagram of the accident scene is often helpful. Try to draw one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. Gathering this information may help ensure that information about the incident is correct and may prevent inaccurate or exaggerated claims from third parties later on. Do not admit blame or liability for an accident or offer to pay for any damage. Please tell us if any other person admits blame. Even if you do not plan to make a claim, please call our claim line on **800 5 10 15** as we will be there to help you.

## Accident

Our 24-hour, 365-day accident service is there for you to use if you have an accident. Just call 800 5 10 15 and we'll take care of the rest!

## Windscreen damage? Trust Us

Our helpline is available 24 hours a day, 365 days a year to arrange to repair or replace your windscreen as quickly as possible. If you have comprehensive cover, all you will have to pay is the excess shown in your policy schedule.

## Making a claim

## What happens next?

Call us immediately and we can get your claim started straight away. Even if you don't have all of the information available you can still report the claim. We can then take the stress of your claim away from you.

When you phone, a personal claims adviser will take the details of the incident and the crime reference number, if you have one.

- We'll collect your damaged car free of charge (if you use one of our approved repairers), they will provide you a free replacement car
- If repairable, we will arrange for our approved repairer to fix your car, clean it inside and out, and deliver it back to you
- All repairs carried out by our approved repairers are guaranteed for a year.

1

Reporting  
your claim

2

What happens  
next

3

Finalising  
your claim



You are count on  
Gan Direct to get  
your claim moving  
straight away

We will proceed  
quickly and  
efficiently

You'll get your  
car back repaired  
and cleaned!

## 3.2 SIMPLE AND EFFICIENT

### Delivery Options

- ✓ Pick up your policy document from any of **our branches** across the island
- ✓ A messenger can deliver your policy to **your doorstep** at the time and place of your choice, within city limits
- ✓ Mail your policy to your correspondence address
- ✓ Buy or Renew your policy **online** via our website and receive your documents electronically

### Payment Options

- ✓ Pay by cash, cheque or card by visiting any of **our branches** across the island
- ✓ A **messenger** can collect the payment (cash, cheque or credit card) from **your doorstep** at the place and time of your choice, within city limits
- ✓ You can Buy or Renew your policy **via our website** by using your card
- ✓ Buy or Renew your policy by contacting our **call center** and using your card
- ✓ You can pay by **mailing us** your card details or your cheque, along with the signed Renewal Notice, using the prepaid envelope enclosed

### Buy or Renew your Policy

At **Gan Direct** we offer multiple ways of Buying or Renewing your policy.



**Contact** our Call Center on **800 5 10 15** (or if overseas on 00357 **25 885 885**), from 8am – 6pm, Monday to Friday (except Public Holidays) and a messenger can deliver your policy at your door step at the time and place of your choice, within city limits. Alternatively, you may collect it from any of our branches all over the island or we may mail it to your correspondence address.



**Visit** one of our branches that are situated all over the island and collect your policy instantly.



**Fax Number: 25 822 668.** Renew your policy by faxing us your Renewal Notice with your card details.



**Email:** [info@gandirect.com](mailto:info@gandirect.com). Buy or Renew your policy by emailing us your policy's details.



**Post:** P.O Box 51998, 3509 Limassol. Renew your Policy by returning the Renewal Notice with your card details or your cheque using the prepaid envelope enclosed.



Via our **website** [www.gandirect.com](http://www.gandirect.com), 24hours a day, receive an extra discount and have your policy documents delivered Electronically.

### Have we Delighted You?

**Gan Direct** offers you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience via email at [quality@gandirect.com](mailto:quality@gandirect.com). Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

## 4. CLAIMS INFORMATION

Now that you've chosen us for your insurance, you can be sure that we'll be there for you whenever you need us: 24 hours a day, 365 days a year.

We pride ourselves on our claims service. If it's 3am, pouring with rain, your car has been stolen or has been in an accident and you're away from home, all you want is help as quickly as possible.

### We will help you if you:

are involved in an accident; (it is important that you report any accident to us immediately, even if you are not making a claim under your policy); want to make a claim; have a broken windscreen or window; (please call us before making your own arrangements).

### How to get help

Call us free on **800 5 10 15**

### If you've had an accident

We can arrange for your car to be recovered and you and your passengers taken home or to your destination safely within Cyprus. You don't need to worry about estimates as we have our own approved repairer network and will instruct them within an hour of you telling us that your car needs repairing. We will also authorize repairs and settle payments direct with the repairer and all repairs are guaranteed for 12 months, while your vehicle is being repaired a free replacement care will be provided.

### If you have a broken windscreen or window

Our approved windscreen repairer, will arrange for you to have your windscreen or window replaced or repaired.

### If you are making a claim

An Incident "Task Force" will record details of the incident and will start sorting out your problem immediately. There are no forms to fill in. The Incident "Task Force" will confirm:

- whether your policy covers you for the incident;
- what you will have to pay; and
- all the steps involved in your claim being settled.

### 4.1 OUR PROMISE

- To give you quality cover at a competitive price
- To make sure that our people are professional, pleasant and helpful
- To deal with your claim or any enquiry speedily and efficiently
- To send you simple, easy-to-understand information
- Not to pressure you to buy any of our services you do not want

What does your car insurance include?

Please check your policy schedule which gives you details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:

**800 5 10 15**

Monday to Friday 8am – 6pm, excluding bank holidays.

For our joint protection telephone calls may be recorded and/or monitored.

## 5. ADDITIONAL IMPORTANT INFORMATION

### Our Fees and charges

We will charge you for the administration and cancellation of your policy and the fees and charges are set out below.

### Administration Fee

All amendments to this policy are subject to an administration fee. Policy Cancellation is subject to an administration fee. We have provided you with a list of examples of the things that we need to know about in general conditions section of your Policy Wording.

### Documentation Reprint Fee

If you want a duplicate copy of your policy, or any of its component parts you will have to pay a reprint fee.

### 5.1 AUTOMATIC RENEWAL

To ensure you continue to be insured after renewal, we reserve the right to automatically renew your insurance and any additional products you currently have the benefit of. We will write to you before the end of the policy with our new offer, explaining what you need to do. If you have given us permission, we will renew your policy. Once the policy has renewed we will take payment from your Credit/Debit Card authorized unless you provide alternative payment details. If you do not want us to automatically renew your policy, you should let us know by contacting our Customer Service Team on **800 5 10 15**.

## 6. POLICY KEYFACTS

### Motor Policy Summary

The following pages contain important details about your Motor Insurance Policy. They summarize the main policy benefits, limitations and exclusions and give you important information about your insurance. Please read this information carefully and keep it for your future reference. This is a summary of the policy and its benefits and does not contain all the terms and conditions of your policy, so please take the time to read the Motor Insurance Policy Booklet to make sure you understand the cover it provides. The full policy booklet will be issued when you take out a policy. However, a specimen copy is available should you request one.

### Type of Insurance

The Motor Insurance Policy protects your Car (s), comprising Comprehensive, Third Party, Fire and Theft or Third Party Policy, as selected by you when requesting the quote and itemized in your Policy Schedule.

### Length of the Policy

The policy duration is 12 or 6 months from the date of commencement and for any subsequent period for which you decide to renew your policy, provided that you paid the respective premium. We will send a renewal notification one month before the expiration date of the in-force Insurance Policy. You should review the level of benefit that you have chosen on a regular basis to make sure that it is sufficient to cover your changing needs. We will call to remind you of the expiry date of your policy and assist you in renewing it promptly.

### If I take out Cover and then Change my Mind

If you change your mind you can cancel your policy within 14 days of receiving the policy documents. If you wish to cancel your policy after the first 14 days then we will charge you the proportion of the use of your policy duration based on premium calculated at the Insurer's Short Period rates plus an administration fee.

### 6.1 BE PREPARED WITH YOUR CHECK LIST

Before making your first phone call, visiting one of our branches or our company's website for a quote, take a moment to pull together all of the key information you will need, to obtain an accurate quote.

- ✓ The year of manufacture, cubic capacity, make and model and the market value of the vehicle you wish to insure. For the most accurate quote, use each vehicle's Registration or Chassis Number.
- ✓ The name, date of birth, identity card or passport number, driving licence issued date and a telephone number of each authorized driver you may wish to add on your policy.
- ✓ List any special after-market equipment that has been installed in your car.
- ✓ Always ask for the same coverage level for each quote so you can compare apples to apples.
- ✓ If you are switching to **Gan Direct** you will be asked for any gaps in coverage, as well as claims history (you do not need to obtain any confirmation from your previous Insurance Company as we will do that for you).
- ✓ Be ready to answer questions about your vehicle usage such as social, pleasure or business purposes.
- ✓ Think about other insurance you might want to bundle with your Motor Insurance. We offer a wide variety of **discounts and switch direct deals** to our customers.

### Things to Remember

Remember to ask for all of the **discounts and switch direct deals** that might be available to you. Our discounts include, Second Comprehensive policy, Multi Car discount, **buy or renew online** and **switch direct deals**. Double-check each quote to make sure that the information is accurate and that the coverage levels are the same and sufficient for your needs.

## Our Advice to You

### Reasons for Comprehensive Cover

- Average cost of a claim is in thousands. Many claims involve 50/50 responsibility for the accident which means the customer could have an unexpected financial cost to have their car repaired.
- Malicious damage to vehicles can be expensive. Unfortunately, there are many incidents, which involve damage to cars whilst parked and there is no opportunity to trace the person responsible. This means that the customer will have to pay for the repair of their vehicle, which was caused by another person. These types of incidents usually involved one whole side of the vehicle being scratched or any other damages on a parked vehicle.
- Damage caused by Uninsured Drivers can be one of the most annoying and frustrating experiences. It will also require a lot of the customer's valuable time and effort to claim from the person responsible.
- If it is necessary for any reason to pay for the repairs to their vehicle and do not have the funds available to arrange for a speedy repair, one may need to consider how they will get to work and generally how they will get around it until funds are available for repairs.
- Fire can happen at any time and it is something, which no one cannot predict. The majority of fire damage to cars results in a total loss of the vehicle.
- Theft, it can happen, even in Cyprus! Attempted theft of the vehicle can be costly if the vehicle is damaged.
- Even the best drivers can accidentally damage their car with no other vehicle involved. For example, reversing into a wall causing rear damage to the vehicle.
- Total Peace of Mind! Comprehensive cover protects you in the event of a car damage or accident.

## 6.2 SINGIFICANT EXCLUSIONS AND LIMITATIONS

### What is not Covered

There are specific limitations on each of your cover options. The most significant exclusions and limitations are outlined below. However, for full details please refer to your Motor Policy Booklet.

### Exclusions and Limitations

- Damage to property while vehicle is being loaded or unloaded or property in or on the vehicle of a member of the same household
- Consequential loss & Depreciation
- Wear and tear
- Mechanical or electrical breakdown
- Failure or breakage damage to tyres unless the motor vehicle is damaged at the same time
- Damage caused by overloading
- For any accident, loss, damage, cause sustained or incurred outside the geographical area as specified in the schedule
- You will be responsible for the first part of any claim for own damages. This is known as the "Excess Amount". The excess will be shown on your Schedule and a Customer Service Advisor can advise you about it.

### Making a Claim

Call our free phone line on **800 5 10 15** (or if overseas on 00357 **25 885 885**), at any time available 24 hours, 365 days per year. Alternatively, you can report your claim at one of our branches all over the island. Please report all your accidents anytime in the unfortunate incident of collision with other vehicle, damage caused to weather conditions or windscreen breakage. With the immediate visit of our associates at the scene of the accident/incident, **Gan Direct** is there to safeguard your interests by:

- Supporting the authorized driver at the scene irrespective of who was responsible
- Informing the authorized driver of his/her rights & duties every step of the process
- Handling all documentation needs
- Taking photographs of the damage(s) and the incident
- Towing your vehicle to a garage of your choice
- Providing a Courtesy car until your vehicle is repaired (Key2Key Service)
- We safeguard your interests and we provide immediate help and support by appointing a surveyor that will collect and process all supporting documents within 24hours.

### 6.3 24HOURS ASSISTANCE SERVICE

#### FREE 24hours Assistance 365 days a year with all our Products:

- 24hours Claims Assistance at the scene
- 24hours Road Assistance at the scene
- Instant visit of our associates at the scene of the accident/damage, 24/7
- 24hours Claims Settlement and the cheque...in hand
- We safeguard your interests and we provide immediate help and support

### 6.4 EXCELLENT CUSTOMER SERVICE

#### We put the client at the centre of all we do

Our Customer Service Team is available to inform and advise you on a wide range of covers, benefits, payment and delivery options and the cost of the cover of your choice.

Additionally, our website is at your service 24hours per day, at your convenience.

#### More for Less

We aim to provide **more cover for less premium** and as we pay **no** commission to middlemen, these savings are passed on to you, our customers!

We also offer an extra discount when buying or renewing your policy online.

Ask us today for a **“Switch Direct Deal”** and benefit more.

#### Compare and Save

You can compare our prices as well as other important factors such as, product features, claims handling reputation and the financial health of our company.

Moreover, we can **compare** your previous Insurance Company's **benefits and premium** with **Gan Direct's**, and we will give you advice and guidance to fulfil your expectations and insurance needs.

## 7. VEHICLE INSURANCE GUIDE

Motor Vehicle Insurance is almost certainly the financial product most commonly held by consumers. This is hardly surprising as everyone who drives a vehicle has to have Motor Vehicle Insurance - it's a legal requirement that ensures Motor Vehicles can cover their liability if they cause damage or injury.

At **Gan Direct**, we aim to go further and that includes providing you with a no-nonsense, straightforward guide regarding Motor Vehicle Insurance. Our guide to Motor Vehicle Insurance contains all you need to know about finding the right type of Motor Vehicle Insurance policy, how to minimize the cost of your premium and what to do in the event of a claim, if your Motor Vehicle is stolen or damaged, and much more.

Think of it like a 'behind the scenes tour' of an insurance company, complete with all the facts you might like to know presented in a clear, accurate and easy to understand guide.

### 7.1 TYPES OF MOTOR VEHICLE INSURANCE

The first thing to decide when buying a Motor Vehicle Insurance is what type of cover you need. It's important to be clear about the kind of cover you want – and to read your policy carefully, to make sure it provides exactly that. To take a deeper look at the quality of cover provided by **Gan Direct**, view our policy document.

There are several types of Motor Vehicle Insurance. Below we briefly describe the type of covers, **Gan Direct** offers to its clientele:

- **Third Party**

Third party is the minimum type of Motor Vehicle Insurance you can take out as it is a legal requirement that ensures Motor Vehicles can cover their liability if they cause damage or injury. 'Third Party' Insurance only covers damage or injury you may cause to someone else, including passengers. This type of Motor Vehicle Insurance doesn't provide any cover for your own Motor Vehicle or property. So if your own Motor Vehicle is damaged in an accident, or stolen, you will have to either pay the repair bill yourself, or if the third party is legally liable you should claim from the other party.

- **Third Party Fire & Theft**

Third Party Fire & Theft is similar to Third Party but also includes additional protection that covers your losses if your Motor Vehicle is stolen or catches fire. Again, though, it doesn't cover you against accidental damage to your Motor Vehicle.

Third Party Fire and Theft includes all Third Party's covers plus the following benefits:

- Fire
- Theft
- Attempted Theft

- **Comprehensive**

Comprehensive Insurance protects you against the damages you may cause to a third party, against Fire & Theft and also against accidental damage to your own Motor Vehicle. Although it is more expensive than the other two type of insurance, it completely covers your own damage and the third party's damage.

However, Eurocomp Motor Insurance is a special deal package that consists of all covers plus all the additional benefits provided by the Comprehensive Policy with an extra cost.

## 7.2 WHAT YOU NEED BEFORE APPLYING FOR YOUR INSURANCE

Before getting a Motor Vehicle Insurance quote, make sure you have the following information handy:

- Type, make, model, manufacture year and engine cc of the Motor Vehicle to be insured.
- Always make sure you declare the owner of the vehicle.
- Registration Number
- Correspondance and Residence Address of the owner/ policyholder
- Number of claims the last 5 years and No Claim Confirmation from your previous Insurance Company ensuring your claim's history
- The place where the Motor Vehicle is normally kept overnight and during the day (street, garage, etc.)
- Details of all named drivers – including, name, date of birth, occupation, date obtaining driving licence, driving licence (when country of origin is not Cyprus), number of claims and any conditions imposed to their driving licence or from a previous insurance company
- Usage of the Motor Vehicle – For instance, social, pleasure or business purposes
- Estimated annual mileage
- Type of cover - Comprehensive, Third Party Fire and Theft, or Third Party

## 7.3 FACTORS AFFECTING PREMIUM

The cost of Motor Vehicle Insurance premiums can vary significantly from one person to another. There are a number of factors that are taken into account. Below we have an indicative list of all the factors that may affect your premium:

**Who's driving?** Statistics show that younger people make more claims on their Motor Vehicle Insurance than older people. Thus, your age will affect the amount of your premium. Similarly, the nature of your occupation may affect your premium. For example, if your job involves spending a lot of time on the road, you could be considered more likely to make a claim. And of course, if you want cover for additional drivers, your premium will be affected, as their age, occupation and driving history will also be taken into account.

**Driving History.** People with a clean driving record usually attract lower premiums, whilst those with convictions for speeding or drink driving can certainly expect higher premiums. Once a conviction is over 5 years old, it will not be taken into account in calculating your premium.

**What type of Motor Vehicle is it?** High Performance, powerful cars are usually expensive to repair, are more dangerous for speeding and are therefore more expensive to insure. Motor Vehicles with lower repair costs and smaller engines generally cost less to insure.

**Do not reduce your covers.** There are many ways in which you can reduce your premium, but it should never be at the cost of reducing the cover offered. Removing cover to reduce the premium may in fact be short sighted. It is only when you need to claim that you may realise that reducing your cover to save a few extra money may in fact cost you more in the long term.

**Claims Record.** The number and the type of claim(s) that the authorised drivers have made in the last 5 years affect the premium and higher premiums should be expected.

**Excess.** It is really important when purchasing a Motor Vehicle Insurance to decide the excess you will be able to pay in the incident of an accident. Be more careful when deciding your excess because if you make any claim(s) it is expected to pay the excess amount for your Motor Vehicle to be repaired. An excess payment, also known as a deductible, is the fixed contribution you must pay each time your Motor Vehicle is repaired through your Motor Vehicle Insurance policy. **Gan Direct** is obliged to pay the difference between your claim and your excess. Thus, to reduce your premium you may offer to pay higher excess.

#### 7.4 WAYS TO REDUCE THE COST

Aside from the various factors that affect your Motor Vehicle Insurance premium which will therefore increase or reduce the price of your Motor Vehicle cover – there are some other useful advices that will assist you decreasing the cost of your policy.

Here are some of them:

**Mileage** – The estimation of your annual mileage is a factor that determines your Motor Vehicle Insurance premium. For instance, if your job concerns long distances with your vehicle, your premium will be higher compared to someone with a shorter commute distances.

**Learner drivers** – We always ask for the driving lisenice of the named drivers (it is mandatory when the named driver's country of origin is not Cyprus) and the years of driving experience to prove that all drivers to be insured are experienced drivers. Indeed, all Insured Drivers are obliged to have a driving license before they buy a Motor Vehicle Insurance and are 18 years old and above.

**Penalties and Convictions** – The higher the number of speeding, other offences and penalties, the more expensive your Motor Vehicle Insurance is likely to be.

**Modifications** – New wheels, new more powerful engine, colour changes and adding a spoiler could increase significantly your premium. To pay as little as possible, keep modifications to a minimum or for no any additional increase of your premium prevent of making any modifications to your vehicle.

**Second Vehicle** – if you buy a **second comprehensive Motor Vehicle Insurance**, **Gan Direct** provides you a 'second comprehensive Motor Vehicle' discount;

**Fleet Discount** – if you insure **more Motor Vehicles** with **Gan Direct**, we provide an extra discount on your Insurance Premium.

**Buy or Renew Online** – If you **buy or renew** your Motor Vehicle Insurance **online** you will receive an extra discount.

**Switch Deals and Offers** – Periodically, we offer **switch direct deals and discounts** to new and existing clients to ensure that when you get insured at **Gan Direct**, you get **More for Less!**

Choose **<Go Green Go Paperless>** and get an additional discount. Buy or Renew your Motor Policy Today.

#### 7.5 WHAT TO DO IF YOU HAVE AN ACCIDENT

Accidents happen – even to the most careful drivers - and while we hope that you will never be involved in a road traffic accident, it can help to be prepared. So, here are the guidelines on what you should do if you find yourself involved into an accident, with the aim of helping you deal with the incident at the time, as well as reduce the stress of making a claim afterwards.

#### **If you are involved in an accident you should:**

- Report the accident to us as soon as possible, even if you do not want to make a claim, by calling us on **800 5 10 15**. Informing the Claims Assistance Service for an immediate visit at the scene of the accident is a contractual obligation of the customer.

- Do not admit liability for the accident or offer to pay for any damage. If any other person admits liability please inform our Claims Department on **800 5 10 15**.
- Our 24hour Claims Assistance Service will arrive at the accident scene and will take you through the right procedure of the claim by filling in all the necessary documents, taking photos of the damage(s), towing your vehicle to a garage of your choice and driving you within the city limits of the Republic of Cyprus.
- In case of an accident choose to have your car repaired at one of our many affiliated Network Repairers\* all over Cyprus and enjoy our exclusive Key2Key Service! Key2Key provides you with a free vehicle while your car is being repaired. As soon as it is again ready for the road, we deliver it to your doorstep at no extra cost.
- As a **Gan Direct** customer, you will always receive the highest standards of service.
- Put on a reflective jacket if you have one. If it's safe to do so, put a warning triangle on the road approximately 45 metres behind your vehicle.
- If you are concerned that your vehicle may be hit by other traffic, get any passengers to leave the vehicle and wait in a safe place.
- Call to **Gan Direct's** 24hrs Road Assistance Service on **800 5 10 15** and make it easier for them to pinpoint and describe your location.
- As soon as the Road Assistance arrives, our associates will try to repair your vehicle at the accident scene. If it is not possible they will tow your vehicle and repair it at the garage of your choice, or at one of our Network Repairers\*.

\* **Gan Direct** Network Repairers are approved garages that provide the highest levels of customer service and quality of repairs to our customers. All replacement parts are always approved by the car's original manufacturer.

### What to do if you breakdown

If you've ever been involved in a vehicle breakdown, you already know that it's inconvenient, at best - and at worst it can be dangerous. The following guidelines provide essential advice about what to do if you break down on the road.

We recommend you always have a mobile phone, red triangle and a torch in your Motor Vehicle just in case. Before you go on a long journey, always check your water, oil, fuel and tyres (including tyre pressures and wear and tear).

### Breaking down on the road

- If you are able, move your vehicle off the road and turn on your hazard lights.

### 7.6 PROTECTING YOUR MOTOR VEHICLE

It is important to take some simple precautions to protect your vehicle from criminals:

- When you leave your Motor Vehicle – even for a minute – always remove your ignition key, lock the Motor Vehicle and close the windows. It's a common occurrence for thieves to steal Motor Vehicles or personal possessions when they are left unattended for just few minutes.
- Don't leave belongings on display in your vehicle - put any valuables away in a locked compartment inside your vehicle.
- Be more careful where you park. If you have access to a garage, use it and make sure it is always locked. If you park on the street, choose areas that are well lit.

## 8. 24HRS ASSISTANCE

### Membership Summary

This policy summary provides you with basic details of your 24hrs Motor Assistance Membership Plan. The Membership Plan provides a number of levels of Assistance which are outlined in the summary below – please check the Membership Certificate provided to you.

Please note this is not a statement of the full Terms and Conditions, of your 24hrs Motor Assistance Membership Plan.

### 8.1 THE MAIN FEATURES AND BENEFITS

Service	Benefits
<b>Roadside Assistance</b>	Assistance at the roadside if you are broken down within 16km from your Home address. If unable to fix your vehicle at the roadside, tow your vehicle and up to 5 passengers to a local repairer or a local destination of your choice.
<b>Business Assistance</b>	Provides the benefits outlined under "Roadside Assistance", if you break down within 16km from your Business address.
<b>Relay</b>	Recovery to any single destination of your choice if unable to fix your car at the roadside or arrange a prompt local repair, regardless of the distance from your Home or Business address.
<b>Stay Mobile</b>	Choice of onward travel options if unable to fix your car at the roadside or arrange a prompt local repair. Options include replacement car for up to 72 hours (a collection and delivery service may be available from the car supplier), transport costs or overnight accommodation.

## keyfacts

### 8.2 SIGNIFICANT EXCLUSIONS OR LIMITATIONS

Full details of the restrictions which apply to your Membership Plan can be found within the Terms and Conditions booklet, however the key restrictions are:

#### Where cover is available:

Service is only available within the Republic of Cyprus.

#### Vehicle specifications:

Service is only available to Members travelling in a car, van, minibus or motorcycle which complies with the stated weight and width restrictions.

#### General Conditions:

- Transport of any animal is discretionary, horses and livestock will not be recovered.
- Routine maintenance, running repairs, the cost of spare parts, fuel, oil, keys, specialist lifting equipment, garage or other labour required to repair your vehicle are excluded, as is the provision of service on a private property without the relevant permission.
- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regards to the same vehicle within the preceding 28 days.
- The Member must be with the vehicle at the times of breakdown and assistance.
- A valid Membership Certificate and some other form of identification must be produced.
- Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner.

**Replacement vehicle:**

Any car hire that may be arranged for a Member will be subject to the hirer's Terms and Conditions.

**Service control:**

Please note that further premiums may be requested if the maximum number of 4 call-outs is exceeded.

**Additional restrictions to Membership:**

Service is only available to vehicles which are registered members at the time Assistance is requested.

**8.3 LENGTH OF YOUR MEMBERSHIP**

The duration of your Membership is 12 months or 6 months or as per the duration of your Motor Vehicle Insurance Policy.

**8.4 CALL OUT**

If you require Breakdown Assistance, please call **800 5 10 15**.

You will need to provide your Membership Number, and details of your circumstances. Please be prepared to show your Membership Certificate.

**Significant exclusions and limitations to my Breakdown Repair Cover**

This is a summary of the main exclusions and limitations of your Breakdown Repair Cover:

**Exclusions and Limitations**

- Vehicle Servicing or re-assembly.
- The cost of garage or other labour required to repair your vehicle.
- Any costs or draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance.
- Any additional charges resulting from your failure to carry a legal and serviceable spare wheel or tyre.
- Having your vehicle stored or guarded in your absence.
- The provision of service when your vehicle is on a private property.
- The provision of service to or for any persons in excess of the number of seats fitted in the vehicle.
- The cost of any locksmith, body-glass or tyre specialist.
- The cost of any specialist lifting equipment.
- The transportation or arrangement of the transportation of any animal (for example, dogs).
- Assistance for vehicles broken down as a result of taking part in any "Motor Sport Event".
- Vehicle recovery following an accident.
- Service is requested to deal with the same or similar cause of breakdown to that which we attended within the preceding 28 days.
- You are not with your vehicle at the time of the breakdown and you are unable to be present at the time assistance arrives.
- In our reasonable opinion, your vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road.
- Giving of service would involve a breach of the law, unreasonable delay in reporting the breakdown.
- You cannot produce a valid Membership Certificate.
- Maximum of 4 call-outs in a Membership year.

## 9. 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.

### 9.1 SECTION ONE

#### 9.1.1 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.

### **7. Indemnity to the Insured and Other Persons outside Cyprus**

The Company will, subject to the Limits of Liability and if so stated in the Schedule, indemnify the Insured or any Authorized Driver specified in the Schedule against all sums including claimant's costs, interest and expenses, which the Insured or the Authorized Driver shall become legally liable to pay as a result of the use of the Motor Vehicle in the territory of any State, outside Cyprus, which is a signatory party to Section III of the Unified Agreement provided that, the indemnity granted under this paragraph, is the indemnity which is required by the legislation on compulsory insurance against civil liability which arises out of the use of motor vehicles which is in force in the State where the incident causing such a liability has occurred.

#### **9.1.2 JURISDICTION CLAUSE**

The indemnity under Section ONE (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.

#### **9.1.3 EXCEPTIONS TO SECTION ONE**

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 death or bodily injury or damage caused by or arising out, in connection with the carriage of goods to the Motor Vehicle for loading thereon or for the carriage of goods from the Motor Vehicle during their discharge therefrom.
 

In respect of damage to property being loaded or unloaded or carried in or upon 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.
  - j) in respect to driving other vehicle outside Cyprus.

#### **9.1.4 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.

## Limitation of actions

In case an action, instituted against the Insured and/or the driver, in relation to an event that the Company would otherwise be liable to indemnify under this Policy, has been statute barred by virtue of the Provisions of the Motor Vehicles (Third Party Liability Insurance) Law of 2000 to 2007 or any other law, the Company shall have no liability under this Policy for the payment of any amount to the Insured and/or the driver irrespective of whether such amount has been paid by him or not.

### 9.2 SECTION TWO

#### 9.2.1 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.

### 9.3 SECTION THREE

#### 9.3.1 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 TWO) to the Motor Vehicle and its accessories and spare parts whilst thereon.

### 9.4 TERMS AND CONDITIONS APPLYING TO SECTIONS TWO AND THREE

#### 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, provided that the Companies liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the value referred to in the Schedule. 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, or a spare parts retailer.
- 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.
- e) If vehicle is 5 years old or more from the date of manufacture and is outside the manufacturer's warranty period, the Company may decide to repair the insured vehicle with parts which have not been made by the vehicle's manufacturer but are of a similar standard, including recycle parts.

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 TWO and THREE.

### 5. Inspection Clause

Sections TWO and THREE of this Insurance are not operative until an inspection of the vehicle has taken place and it is confirmed that the vehicle is in a satisfactory condition for us to provide cover under Sections TWO and THREE. Once satisfactory confirmation is received, we shall advise you by email or letter that Sections II and III are operative from the date of inspection.

Should we be advised that the vehicle is not in a satisfactory condition for the purposes of Sections II and III, we shall contact you within 24 working hours following inspection of the vehicle by telephone, email and/or post to your last known address. In such circumstances, we may offer Third Party Cover only and the difference in premium will be refunded. In the event that we fail to communicate with you within 7 days from your proposal submission, you may consider your vehicle being covered against the sections selected.

### 6. Soft-Top Vehicles

In the event of a claim under this section of the policy, the Company shall indemnify the insured against destruction of the soft-top of the Motor Vehicle as follows:

Vehicle / Top	% Market Value
Up to 2 years	80
Up to 3 years	70
Up to 4 years	60
5 years and over	50

### 9.5 EXCEPTIONS TO SECTIONS TWO AND THREE

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 tyres unless the motor vehicle is damaged at the same time,
- d) damage caused by overloading,
- e) for claim after the expiration of the policy
- f) Loss of or damage to accessories or spare parts by theft or attempted theft unless the Motor Vehicle is stolen at the same time. This exception operates only in relation to insurance provided to motorcycles and Motor Trade Policies

### 9.6 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
  - c) damages that occur from driving other vehicle by the policy holder except if such coverage is specified in the schedule
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.
9. In respect to any damage, loss or event that occur beyond "road".

## 9.7 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 and Roadworthy condition with valid MOT test 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 incident which may give rise to a claim under this Policy, the Insured shall contact immediately (from the accident's scene) the telephone number of the company. The insured shall follow and comply with the instructions given to him/her and shall provide to the Company's authorised representative who visits the scene of the accident, all necessary particulars or documents required for the submission of his/her claim. Every letter, claim, writ, summons and pleading shall be notified or forwarded to the Company immediately upon receipt. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any such occurrence. In case of an accident, theft, or other criminal act which may give rise to a claim under this Policy, the Insured shall give immediate notice to the police and shall co-operate with the Company in securing the conviction of the offender. No claim under this Policy shall be payable, except in compliance with the law, unless the terms of this condition have been complied with and in such case the Company reserves the right of recovery.

#### 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 it so desires, 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 its 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 any person claiming to be indemnified shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy, the Insured or any 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 ONE (a) (ii) of this Policy

#### 8. Cancellation

The Company may cancel the Policy by sending fourteen days notice by registered letter to the Insured at his last known address. In that case the insured will be entitled to the return of the premium paid less the pro rata portion thereof for the time during the current period of insurance including administration fees (if any), as soon as the current original Certificate of Insurance is returned to the Company and which may be collected by the insured at any branch of the Company.

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 provided further the current Certificate of Insurance is returned to the Company on or before the date of cancellation, the Insured shall be entitled to collect from a company office the premium paid less the pro rata portion thereof for the time during the current period of insurance including administration fees, if any, including administration fees.

If the date of termination passes and you do not return the original Certificate of Insurance, the company will be obliged to seek judicial invalidation for the certificate and you will incur the court and legal fees and expenses. In case you have lost/destroyed the original Insurance Certificate, you can before or on the date of cancellation provide us with an Affidavit statement of the loss or destruction or come to our Office to sign such a statement in the presence of a certifying officer in which case you will pay his charges.

### 9. Arbitration Clause

Any dispute between the Parties arising out of or in connection with this Agreement including any question regarding its existence, construction, validity or termination and including but not limited to any dispute as to a proposed settlement and/or admission of liability shall be referred to and finally resolved by arbitration under the arbitration rules provided for by the International Arbitration law of Cyprus No 101(1)/1987 (the "Rules").

The situs place of the arbitration shall be Nicosia, Cyprus. The arbitral tribunal shall conduct all hearings and meetings in Nicosia in the English language and the arbitral award shall be delivered in English.

The award of the arbitral tribunal shall be binding and not subject to revision. There shall be three (3) arbitrators of whom the claimant and the defendant each shall select one. The two named arbitrators shall select a third arbitrator who will act as the presiding arbitrator of the tribunal within thirty (30) days of the appointment of the second arbitrator. If any arbitrator has not been named within the time limits specified in the Rules, the appointment shall be made by the District Court of Nicosia on the application of either party.

### 10. Payment of Premium

This policy is active and offers you coverage, provided that the premium, as specified on the schedule, has been paid in full.

### 9.8 BINDING TEXT

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

## 9.9 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 indemnity provided by Section I of the Policy (Third Party Liability in Cyprus) is extended to cover the driving by the insured of any motor vehicle of the same category and type and up to the same engine capacity as the insured vehicle, which is normally based in Cyprus and provided that this vehicle is driven instead of the insured vehicle 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.

The cover under this Endorsement shall be of no affect and the insured is not covered when driving:

- a) A motor vehicle belonging to him/her or to his/her spouse or to his/her employer or his/her business partner.
- b) A motor vehicle hired under a hire purchase agreement or otherwise by him or his/her spouse, by his/her employer or his/her business partner.

### 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, subject to this vehicle (trailer) meeting the conditions set by the regulatory authority.

#### 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 ONE (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 the duration of this policy we offer, through a reputable company in Cyprus, to the policy holder in relation to the insured vehicle that is specified in the schedule.

- a) Road Assistance Services: The Services are offered according to the rules & restrictions of the policy attached.
- b) Claim Assistance Services that include but not limited to immediate phone assistance, visit and assistance at the place of the accident, take pictures and collection of evidence and information.

#### 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, portable electronic units, 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 the amount specified in the schedule (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 the amount specified in the schedule (including VAT), to bail out the driver. The insured has to reimburse GAN DIRECT for any amount so paid within three months.

### **19. Use of Vehicles for the Performance of Official Duties**

The limitation as to use will include use of the Motor Vehicle by the Insured himself for his official business, Service or Government Department specified in the Schedule. For the purposes of this Policy the acceptance by the Insured of any allowance provided by the Service or Government Department in connection with such use or the carriage of passengers by the Insured shall not be considered as use for hire or reward.

### **20. Excess Protection**

Excess protection waives your liability to pay the excess amount in the event of a claim.

#### **What is covered:**

- Provides cover for the Excess amount on claims made on this insurance Policy
- Allows any amount of Excess for any number of claims within a policy year
- Covers the Excess amount upon acceptance of liability by us.
- Available for all excess claim amounts. All amounts or possible limitations are specified in your schedule

## 10. 24HRS ASSISTANCE MEMBERSHIP PLAN

### 10.1 WHAT TO DO IF YOU HAVE BROKEN DOWN

#### Where cover is available:

Cover applies when you are travelling in a vehicle which first becomes stranded.

#### How to contact us:

If you have broken down and require assistance, please contact us on **800 5 10 15**. It is important that you contact us because if you contact a garage direct you will have to settle the bill and we will not be obliged to reimburse you.

#### How we will identify that you are entitled to assistance:

For Vehicle Membership, we recommend that the Membership Certificate is kept in the registered vehicle as the driver will require the Certificate to access service. Please note that we are entitled to assume that anyone driving or travelling in the registered vehicle is authorised by the Member to request assistance for that vehicle.

When you contact us for assistance you will be asked to show your Membership Certificate to ensure that only those Members entitled receive service. If you require assistance please be prepared to show this Certificate.

If a valid Membership Certificate and additional proof of identity cannot be produced, we reserve the right to refuse service. Please also note that you should advise us immediately of any changes to name or address.

#### If you're not a Member or don't hold the relevant level of cover:

If you are not entitled to any breakdown assistance services or you are not, at the time of the breakdown, entitled to the particular assistance service(s) we may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant Membership cover, a supplementary premium will be payable. In case you have broken down, but don't have, Relay (and we are prepared to

upgrade your Membership to include this) we are entitled to limit the distance of the recovery under Relay on this occasion. The maximum mileage will be notified to you when you request assistance and you will be charged for any recovery provided in excess of this mileage.

#### If you are provided with breakdown assistance service(s) but subsequently default in making payment for your Membership:

If we provide breakdown assistance services under your Membership, at your request or at the request of someone who we reasonably believe is entitled to request assistance under your Membership, and subsequently it becomes apparent that you have not paid for your Membership then we will be entitled to charge you for the services actually provided.

#### Compliments and complaints

If you have a compliment or complaint about your Membership Breakdown Cover we really want to hear from you. We welcome your comments as we provide the opportunity to put things right and to improve its service to its Members.

Please contact our Call Center on: **800 5 10 15**

Or write to: **Gan Direct** 24hrs Motor Assistance,  
P.O Box 51998, 3509 Limassol.

Fax: **25 822 668**

Email: [quality@gandirect.com](mailto:quality@gandirect.com)

It is our policy to acknowledge any complaint within 5 working days. We will advise you of who is dealing with your concerns and, where possible, provide a response.

#### Definition of words and phrases used in this Policy

Some common terms are used to make this Policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

**'We'** means the relevant insurer of the breakdown cover being **Gan Direct Assistance for Roadside Assistance, Relay and Home or Business Start and Stay Mobile**, as the context requires or allows.

**'Breakdown'** means an event:

- a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

**'Member'** means:

- **For Vehicle Membership**, the person to whom the Membership documentation is addressed, who has purchased or been given Membership and whose address is recorded with our address as the Home or Business address of the vehicle registered under the relevant Vehicle Membership.

**'Member's Home or Business Address'** means the address which we have recorded as the Home or Business address of the Member at the time of the relevant breakdown or accident.

**'Membership Year(s)'** means the period(s) of 6 or 12 months commencing from the start of the Membership or from any anniversary of the start of that Membership.

**'You', 'Your'** means:

- For Vehicle Membership, the Member and, if the context requires, any person who is travelling in, and who requests assistance for, a vehicle which is registered under Vehicle Membership with us.

**'Your Vehicle'** means:

- **For Vehicle Membership**, the vehicle which has been registered for cover with us at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specifications.

## 10.2 BREAKDOWN COVER - WHAT'S AVAILABLE

This section details the different kinds of cover that are available under our Membership. The cover you hold will be set out in the accompanying letter, or if changes are made these will be confirmed separately to you in writing.

### Services available

We offer a number of breakdown assistance services which can be purchased as part of Membership. These include:

- **"Roadside Assistance"** – This is the minimum level of cover and provides roadside assistance throughout the Republic of Cyprus, 24 hours a day, every day of the year. Our number one aim is to fix your car, but if it cannot be fixed it will be taken to the nearest garage or to a local destination of your choice within 16km from your Home Address.
- **"Business Assistance"** – Provides all the benefits of Roadside Assistance following a breakdown within 16km from your Business Address.
- **"Relay"** - Recovery to a destination of your choice within the mainland of the Republic of Cyprus, if we are unable to fix your car at the roadside or arrange a prompt local repair. This means you can choose to be taken at your Home or Business address, to your destination or anywhere else on a mainland of the Republic of Cyprus, regardless of how far this may be.

- **“Stay Mobile”** – If you are broken down and we cannot arrange a prompt local repair, Stay Mobile provides alternative travel options. You could choose from a replacement car (hired car) for up to 72 hours (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier’s terms and conditions including payment of supplier’s fuel charges); public transport costs or overnight accommodation.

Roadside Assistance; Relay, Business Assistance and Stay Mobile services are only available 24 hours from purchase.

### Types of cover

**Vehicle Membership** covers your vehicle regardless of who is driving (provided the vehicle is within the limits).

### Duration of cover

Vehicle Membership is available on an annual basis:

**Annual Membership:** cover is for 6 or 12 months and is paid for in a lump sum. If you pay for Annual cover under a recurring payment authority, for example by Direct Debit, your cover will automatically be renewed at the end of the Membership Year. You will always be advised of this in advance and have the opportunity to cancel your Membership;

### Vehicle specifications

Breakdown Assistance is only available for cars, vans, minibuses or motorcycles which meet the specifications set out below.

Please note that “car, van, minibus or motorcycle” does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

**Maximum Vehicle Weight:** 3.5 tonnes (3,500kg) gross vehicle weight

**Maximum Vehicle Width:** 7ft 6in (2.3m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that it falls within the above limits.

### Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is generally at our discretion.

## 10.3 SERVICE DESCRIPTIONS

### 10.3.1 ROADSIDE ASSISTANCE

#### What is covered:

- “Roadside Assistance” is available if your vehicle is stranded on the highway within 16 Kilometer distance from the Member’s Home Address following a breakdown or accident.
- If, following a breakdown, a patrol or appointed agent cannot fix your vehicle within a reasonable time, it, together with the driver and up to a maximum of five passengers, will be taken to our choice of relevant local repairer or to a local destination of your choice, provided it is no further.
- We will make a telephone call at your request following a breakdown.
- Please note that any contract for repair, other than repairs carried out by us at the roadside under your Membership, is between the person requesting the repair and the repairer - it is not our responsibility to instruct the repairer to undertake any work required or to pay them for it.

We do not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst we will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and we do not provide any assurance or warranty with respect to any work carried out at your request by any third party repairer.

**What is not covered:**

- The cost of spare parts, petrol, oil, keys or other materials required to repair your vehicle or any supplier delivery or call out charges related to these items.
- The cost of any labour, other than that provided by us under your Membership at the scene of the breakdown or accident.
- Any additional transport or other costs that you might incur or any incidental expenses that may arise during a recovery. We cannot accept any costs for passengers who do not accompany your vehicle while it is being recovered.
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows.
- Any recovery or tow following an accident.
- Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service insist on recovery by a third party, the cost of this must be met by you.
- A second or subsequent recovery, after your vehicle has been recovered following a breakdown.
- All things excluded under General Terms & Conditions.

### 10.3.2 BUSINESS ASSISTANCE

**What is covered:**

- "Business Assistance" is an extra to "Roadside Assistance" and is available at least 24 hours before the breakdown occurred;
- "Business Assistance" provides access to the same service as is available under "Roadside Assistance" following a breakdown or accident within 16 Kilometer of the Member's Business Address.

**What is not covered:**

- All things excluded under "Roadside Assistance" ' What is not covered above.

### 10.3.3 RELAY

**What is covered:**

- "Relay" is an optional extra to "Roadside Assistance" and is available only to those who have paid for the additional "Relay" cover at least 24 hours before the breakdown occurred;
- "Relay" is available when we provide either "Roadside Assistance" and "Business Assistance" service and we cannot arrange a prompt local repair within a reasonable time;
- "Relay" provides recovery of your vehicle, together with the driver and up to a maximum of five passengers to any single destination.

**What is not covered:**

- If you join already requiring "Relay" and we are prepared to provide "Relay Assistance" for the breakdown concerned then, in addition to charging an increased premium, we are entitled to limit the relevant recovery under Relay to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage.
- All things excluded under "Roadside Assistance", What is not covered.

### Compassionate Relay Assistance:

We may be prepared to make "Relay" available if you are, or the driver of your vehicle is, unexpectedly taken ill during a journey and no other passenger can drive your vehicle so as to complete your intended journey. Any Compassionate "Relay Assistance" is given at our absolute discretion and subject to the production of any proof of illness that we reasonably require.

### 10.3.4 STAY MOBILE

#### What is covered:

- "Stay Mobile" is only available where the additional "Stay Mobile" cover has been paid for at least 24 hours before the relevant breakdown occurred;
- "Stay Mobile" is available if your vehicle is immobilised following a breakdown which we have attended under "Roadside Assistance" or "Business Assistance" and where we cannot arrange a prompt local repair. Members with "Stay Mobile" may choose from either a replacement vehicle or overnight accommodation or public transport costs (see overleaf for full details of what is covered under each benefit).

#### What is not covered:

- "Stay Mobile" cannot be provided retrospectively except in exceptional circumstances that may be agreed by us at our discretion;
- "Stay Mobile" is not available following an accident.

### Stay Mobile benefit options

#### A: Replacement vehicle

#### What is covered:

This benefit consists of arranging and paying for a replacement mid-range saloon or hatchback type car with engine up to 1600cc, plus insurance, for up to 72 hours from an **Affiliated Network** or **Associated Chosen Supplier**. Where possible, and unless the receipt of the hire vehicle is delayed at your request and with our agreement, we will arrange for any replacement vehicle to be provided by the supplier around the time and point of the relevant breakdown. If the hire vehicle is not taken at that time, you are responsible for arranging delivery direct with the relevant supplier. We may be prepared to assist in the making of these arrangements. A collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to your payment of the supplier's fuel charges connected with collection and/or delivery. A minimum of two hours notice is required by the suppliers to arrange the delivery of a vehicle. The collection and delivery service will only be available to local town destinations and to a maximum delivery distance of 16 kilometers. You are responsible for making arrangements for the return of the hire vehicle to the supplier, unless you have chosen the "Key to Key" Service provided under our Motor Vehicle Insurance Policy.

#### What is not covered:

- Other charges arising from your use of the hired vehicle, such as (without limitation) fuel costs (including those resulting from collection and/or delivery of the hired vehicle) any insurance excess charges, and charges arising if you keep the vehicle for more than 72 hours.
- Replacement vehicles cannot be supplied with a tow bar, and therefore your caravan or trailer will have to, if eligible, be recovered under Relay with your Vehicle.

**Please note:** Replacement cars are supplied to you by our chosen suppliers. The vehicle hire agreement will be between you and the relevant supplier and will be subject to that supplier's Terms & Conditions.

These will usually require or include (amongst other things):

- Provision of a full driving licence valid at the time of issue of the hired vehicle agreement.
- Limits on acceptable endorsements.
- Limitations on the availability and/or engine capacity of the replacement vehicle.
- A deposit e.g. for fuel.
- Drivers to be aged at least 23 years and to have held a full driving licence for at least 12 months.

**OR**

#### **B: Transport Costs**

We will reimburse reasonable public transport costs incurred by the driver and up to a maximum of five passengers in travelling to a single local town destination.

**OR**

#### **C: Overnight accommodation**

We will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of our choice for the driver and up to a maximum of five passengers.

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

## **10.4 GENERAL TERMS & CONDITIONS**

### **General exclusions**

1. Our Membership Plan does not provide cover for:
  - a. vehicle servicing or re-assembly, for example, where this is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of us.
  - b. the cost of garage or other labour required to repair your Vehicle, other than that provided by us at the scene of the breakdown or accident.
  - c. any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. We will arrange for your vehicle to be taken to a local garage or another location of your choice, provided no further, but you will have to pay for any work required.
  - d. any additional charges resulting from your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers standard equipment. We will endeavour to arrange on your behalf, but will not pay for, assistance from a third party.
  - e. having your Vehicle stored or guarded in your absence.
  - f. the provision of service when your vehicle is on private property e.g. garage premises, unless you can establish that you have the permission of the owner or occupier.
  - g. the provision of service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, we will seek to arrange, but will not pay for, their onward transportation.
  - h. the cost (including any call out charge) of any locksmith, body-glass or tyre specialist, should we consider this to be required.

We will endeavour to arrange this help on your behalf, however we will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If, in our reasonable opinion, your vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by our patrols is required, we will arrange the recovery but at your cost. If use of a locksmith or other specialist would, in our opinion, mobilise the vehicle, no further service will be available for the breakdown in question.

- i. the cost of any specialist lifting equipment (not normally carried by our patrols), if this is, in our view, required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, we will arrange recovery but at your cost. Once the vehicle has been recovered to a suitable location, normal service will be provided.
  - j. the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where we will provide transportation unless this is not possible for health and/or safety reasons). We will not recover horses or livestock. If we do at its absolute discretion, agree to transport an animal, then this will be at your own risk. It is your responsibility to secure any animal being transported or to make alternative arrangements for its transportation.
  - k. assistance for vehicles broken down as a result of taking part in any "Motor Sport Event", including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, we do not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.
2. Our Membership breakdown cover does not provide for any vehicle recovery following an accident. We may, if you request, be prepared to provide recovery following an accident but, if so, you will be responsible for paying us charges for this assistance (including, but not limited to, any charges relating to any specialist equipment

used). If following an accident, you require one of the "Stay Mobile" services (and you have "Stay Mobile"), we may, again, be prepared to arrange this for you but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give us, on request, any relevant information we reasonably request in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your Motor Insurance Policy.

### General rights to refuse service

Please note: if a Member is refused service by us the Member has the right to an explanation in writing.

3. We reserve the right to refuse to provide or arrange breakdown assistance where:
  - a. Service is requested to deal with the same or similar cause of breakdown to that which we attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by us, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights you may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of our company;
  - b. You are not with your vehicle at the time of the breakdown and you are unable to be present at the time assistance arrives;
  - c. In our reasonable opinion, your vehicle was, immediately before the relevant breakdown or accident, dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road;
  - d. In our reasonable opinion, and other than solely as a result of a failure on the part of our company, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of our health and safety duties);

- e. In our reasonable opinion, there has been an unreasonable delay in reporting the breakdown;
- f. You cannot produce a valid Membership Certificate (or appropriate receipt) and some other form of identification. If these cannot be produced, and we are unable to verify that the appropriate Membership entitlement is held, we reserve the right to refuse service. However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to our service, we may, at our discretion, offer service on the immediate payment (by credit, debit or switch Certificate) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance. The premium paid will be fully refunded if it can be established to our reasonable satisfaction that the relevant level of service entitlement was held at the time of the breakdown. Any services provided under Stay Mobile must be paid for in advance by you and will be fully refunded if it can be established to our reasonable satisfaction that entitlement to Stay Mobile was held at the time of the breakdown. Without prejudice to your statutory rights, no refunds will be given if Membership entitlement cannot be proved, or simply because your Vehicle cannot be fixed at the roadside;
- g. We reasonably consider that you:
  - i. or anyone accompanying you, is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents, or to any third party contractor; or
  - ii. have falsely represented that you are entitled to services that you are not entitled to; or
  - iii. have assisted another person in accessing our services to which they are not entitled; or
  - iv. owe our money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction.

#### **Additional services**

- 4. Any additional services made available by us which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

#### **Use of agents**

- 5. Service from our dedicated patrols is subject to availability and may be supplemented by use of appropriate agents. We will only accept responsibility for the actions of an agent where the agent is acting on our instruction.

#### **Requests for assistance**

- 6. All requests for assistance must be made to us using the contact instructions provided by us from time to time. If You contact a garage direct, You will have to settle its bill and we will be under no obligation to reimburse You.

#### **Emergency nature of breakdown service**

- 7. Our patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

#### **Cancellation of Membership**

- 8. The Member has the right to cancel their Membership within a 14 day "cooling off period", commencing from the agreement of the contract (which is the renewal date for renewing Annual Membership).

The following refund policy will apply for Members cancelling within the “cooling off period”:

- a. If the Member joined already requiring assistance, the Member will receive a full refund of the total Membership premium paid less our charges for assistance provided. The minimum charge for this assistance is €100, which excludes any additional recovery charges paid for excess mileage (see under “Relay”, “what is not covered”).
- b. If the Member did not join already requiring assistance, the Member will receive a full refund of the Membership premium. Please see section 4 of the Membership Arrangement and Administration Contract, for information on our fees in the event of cancellation.
- c. You must not, in any event, make further use of the cancelled Membership.

Please note that there will be no separate or additional “cooling off period(s)” during the Membership Year, regardless of any changes that are made to the Membership.

9. Outside of any relevant “cooling off period” (on joining or renewal) the following will apply:

For Members with Annual cover: subject to any other statutory rights the Member may have, there will be no right to cancel (and therefore no refund of the Membership premium).

10. We shall have the right to cancel any Membership Breakdown Cover Policy if:
  - a. We have been entitled to refuse service.
  - b. The maximum number of call outs, as set out in our Service Control, has been reached or exceeded in any two consecutive Membership Years.
  - c. Membership was taken out where we were, or are, entitled to cancel an existing or previous Membership under (a) or (b) of

this clause. No refund of premium shall be due to the Member following a cancellation under sub-clause (a) and (b). In the event that we cancel a Membership in accordance with sub-clause (c), we shall give Members with Annual cover a pro rata refund of the premium based on the unexpired cover at cancellation provided no service has been given. For those with Continuous Membership, cancellation will take effect at the next payment due date and no refund of the premium will be due to the Member.

### Autorenewal

11. If Membership is paid annually by direct debit, continuous credit certificate payments, Membership will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of our Membership, and any changes to Terms & Conditions that will take effect, at renewal.

### Changes to Terms & Conditions

12. Annual cover: We are entitled to change any of the Terms & Conditions at renewal. We also reserve the right to make changes to these Terms & Conditions during the Membership Year by giving reasonable notice, where we reasonably consider this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

### Changes to your Personal Details

13. Changes to your name or address must be notified to us immediately.

Please note that if you pay under a continuous payment authority and your account and/or Certificate details change, we will approach your Certificate provider/bank for, or receive from your Certificate provider/bank, updated details to help continue to provide the services you have requested.

### Matters outside our reasonable control

14. While we seek to meet the service needs of Members at all times, its resources are finite and this may not always be possible. We shall not be liable for service failures where we are faced with circumstances outside its reasonable control. Events which might constitute circumstances outside our reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

### Exclusion of liability for loss of profit

15. We shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses, (b) any loss of (i) profit, (ii) business, (iii) contracts, (iv) revenue or (v) anticipated savings or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.

### Enforcement of Terms & Conditions

16. Failure to enforce or non-reliance on any of these Terms & Conditions by us will not prevent us from subsequently relying on or enforcing them.
17. None of the Terms & Conditions, or benefits, of our Membership Breakdown Cover are enforceable by anyone else other than the Member.

### Use of headings

18. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents.

### Interpretation

19. Your Membership and these Terms & Conditions are governed and should be interpreted by the laws of the Republic of Cyprus.

### 10.5 SERVICE CONTROL - CALL OUT LIMITS

Outlined below are the call out limits that apply to our Membership Breakdown Cover Policy within each Membership Year. Service Control is designed to help keep Membership affordable by making sure that high use by a minority of Members is avoided.

#### Additional premiums during the Membership Year

Depending on your type of Membership, you have the right to call out us up to a maximum number of times in each Membership Year.

The limits are as follows:

**Vehicle Membership:** Maximum of 4 call-outs in a Membership Year. If the relevant call-out limit is reached, we will be entitled to charge an additional premium upon each subsequent call-out to continue our Membership Breakdown cover. We will also be entitled to restrict the level of breakdown service(s) available to you during the remainder of that Membership year.

#### Additional premiums at renewal

If the relevant maximum number of call-outs set out below is reached within the last two Membership Years, we will be entitled to ask for an increased premium for the following Membership Year.

## 11. GUIDE TO CLAIMS

### Our Motor products are as good as our claims service.

It's that simple.

We know that people's cars are a necessity and can even be their pride and joy. Should the unthinkable happen, we appreciate just how important it is that we quickly get you back to normal, with the minimum of fuss. As you'll see from this guide, we go to great lengths to make sure we get it right when things go wrong for you.

### Making a claim

- ✓ The only number you need to report a Motor claim is: **800 5 10 15**
- ✓ Call us anytime 24/7
- ✓ The sooner we know, the quicker we can help and be there for you
- ✓ Just one call to our team will set the wheel in motion and the right man by your side
- ✓ Calls may be recorded and/or monitored

### 11.1 AT THE 'MOMENT OF TRUTH'

#### We commit and keep our promises

- ✓ We design insurance policies exclusively for you
- ✓ All you need to do is "Switch to Us" and we will take care of everything else for you!
- ✓ We always provide appropriate cover and value for money solutions (More for Less!)

- ✓ We are sympathetic to the lifestyles of career people and offer a 24/7 service on-line at [www.gandirect.com](http://www.gandirect.com) or extended hours of operation for our Call Center
- ✓ We are transparent, open about what's next
- ✓ We proactively keep you informed every step of the claim process
- ✓ Our claims team will update you at every point, what to expect more and by when
- ✓ We are dedicated to eliminating paperwork and saving you time
- ✓ We have a policy of offering single call and/or interaction resolution
- ✓ Our staff is empowered to provide you customized solutions according to your individual needs
- ✓ We will provide independent advice on all your motor insurance needs
- ✓ Each year we review your insurances comparing them to other insurers to ensure we offer value for money
- ✓ We offer a broad range of policies that reflect changing needs as your lives develop
- ✓ We aim to offer solutions to any insurance needs that you have. You will directly be connected to our expert customer service advisors

### Customer Service

- ✓ Integrity and ethics play a key role in the running of our business
- ✓ Our Customer Service Advisors are paid salaries, not by commission
- ✓ All Customer Service Advisors work to high service standards and are constantly monitored to ensure they retain client confidence and loyalty
- ✓ We won't hide behind small print. Charges for our services are clearly laid out in our documentation
- ✓ We act fairly, reasonably, promptly and speedily with accuracy, clarity, empathy, reliability, in all our dealings with you
- ✓ We make sure all the information we give you is clear, fair and not misleading
- ✓ We give you sufficient information and help so you can make an informed decision
- ✓ Offer options and solutions for you to choose what suits you best!
- ✓ Your details are safe with us and will only be used to support our relationship with you. We actively seek feedback from our clients encouraging complaints where they are deserved
- ✓ If we receive a complaint we promise to reply by return and immediately initiate an investigation and it will be speedily resolved to your satisfaction. We expect to retain your insurance policy even after a complaint
- ✓ We provide Continuous Training Education (CTE) to our Customer Service Advisors to sustain and improve their knowledge

### Our call centre

- ✓ We have worked hard to maintain our branch culture within this operation and therefore a more personal service is also achieved

### Internet

- ✓ We provide on-line quotes, which once purchased give you instant cover. We are also introducing functionality that allows clients to download policy documents and work is progressing towards on-line renewals and adjustments
- ✓ All channels access the same quotes and client database so irrespective of when and where a member may call back at a later date, all information is instantly retrievable, by all staff, through all channels (web, call center and branch)

### Customer Care

- ✓ "We put our Customer at the centre of all we do and constantly seek to develop innovative solutions that exceed our Customer needs and expectations"

### The essence of our customer care strategy is to

- ✓ Deliver excellent quality of customer service with "More for Less"

### General Insurances Claims Service

- ✓ Our claims division is as one of the best in the industry. It has consistently been praised for its speed and efficiency
- ✓ We have experienced claims technicians and managers all of whom appreciate that dealing with clients requires a heightened level of service

## 11.2 IT'S ABOUT PEOPLE NOT PROCESSES

We recognize that behind every claim there's an individual who needs our help as swiftly and seamlessly as possible. That's why we make sure we get claims moving straightaway and achieve as much as possible during the first call. What's more, our motor claims experts – who are all trained in "casualty care" – make sure that we take as much care of your well-being as the claim itself.

For example...

We'd never leave you in a vulnerable situation, such as being stranded on the side of the road after an accident. Instead, we'd arrange for policyholders in this position to be taken home, for their vehicle to be towed and a courtesy car delivered to their address. All during one call. Our experts always look to minimize inconvenience during what is usually a stressful time.

### What we need to know

#### The sooner, the better

The sooner we know, the sooner we can help. So tell us about claims straightaway. Late reporting can increase the time it takes to settle a claim and increase handling costs. Delays can make it harder for us to investigate and make accurate decisions and, most importantly, slow getting you back to normal as quickly as possible.

#### Did you know...?

You will get a free courtesy car for the duration of repairs when their vehicle is booked in for repair at one of our authorized/approved garages.

The sooner we know about an incident, the quicker we can get our customer back on the road and pursue the responsible party to recover costs.

## 11.3 MAKING A NEW CLAIM

During the first phone call or at the claim scene our motor claim experts will gather as much information as possible so that we can make accurate decisions about liability and get the claim moving straightaway. This could include total loss decisions or booking the vehicle into one of our network of approved repairers.

Our network of approved repairers and suppliers cover Island wide and are ready to get you back to normal.

### What happens during the first call?

- We'll gather as much information as possible to get the claim moving
- We will ensure we don't leave you in a vulnerable position
- We can book the vehicle into one of our network of approved repairers
- We can schedule the inspection visit from our own engineer if you have selected to use your own garage
- We will pass on information to our specialist support teams and if needed, expert bodily injury team
- You will be given all the claims contacts you need.

## A handy checklist

These are the essential details that we need to know when you make a Motor claim at the scene!

### Driver details

- Name
- Policy number
- Contact telephone number
- Driving license details (including any convictions)

### Incident details

- Date
- Time
- How it occurred
- The location

### Insured vehicle details

- Make, model and registration number
- Description of damage
- Location of the vehicle (if it needs to be recovered)

### Third-party details

- Name
- Contact details
- Vehicle registration number
- Insurer
- Policy number

### Injuries

- Contact details of any injured parties and details of injuries

### Witnesses

- Name(s)
- Contact details, if known

### And police involvement?

- If yes, please provide police station and policeman name if known

### Did you know...?

Repairs made through our approved garages are guaranteed

### You must cooperate with requests

You are legally obligated to cooperate with requests for information from your insurance company related to your claim.

### Document your loss as thoroughly as you can

In most cases, items and their written or photographic proof may also be destroyed. Your descriptions of lost items, along with descriptions given by witnesses (family members, neighbors and friends), should suffice along with proof of payment (obtained by bank and credit card statement) that can be reproduced upon request and we will reimburse you according to your policy. Retailers can help you identify replacement costs.

### There is a difference between replacement and actual cash value coverage

«Cash Value» is defined as «Fair/Current Market Value», which is the amount a willing buyer would pay a willing seller under no duress. Cash Value means replacement cost minus depreciation. Some policies have «a new for old» clause where you may be entitled to a new vehicle in replacement of the damaged, lost one.

### Make sure your contractor and the insurer's adjuster are bidding on the same "scope"

Get a «scope» of work from your adjuster that defines the amount and nature of repairs he believes are needed. Have an independent contractor review and if necessary, revise the scope. Try and reach an agreement with the adjuster on a scope, then get estimates on that scope so you and the insurer are comparing «apples to apples», or you may choose to use one of our Network Associates for repairs. This resolves the most common problems that turn claims into disputes. Remember that at the end of the day it is your duty to prove your loss and the adjuster to approve, reject or negotiate with you a fair settlement.

### What happens next?

We appreciate that behind every claim there's an individual. That's why we have a Centre of Excellence filled with experts to help you.

#### 11.4 LOOKING AFTER YOUR CLAIMS

Our Centre of Excellence has specialists who are able to speed matters along, discuss next steps and provide all the contact details you'll need. From the first notification of loss to third party care, total loss and own damage claims. And don't forget, the team are all trained and have your well being at the heart of everything they do.

### Total Loss Cases

We pull out all the stops to make rapid total loss decisions. Our own team of engineers located across the island will inspect vehicle damage and make speedy decisions. They will either confirm the total loss or authorize repairs. We have all the tools at hand to make accurate valuations and will promptly agree settlement with you for vehicles confirmed as a total loss.

### Doing more

We can even help you get a new vehicle when you have suffered a total loss, in case you are covered for "new for old" benefit. For vehicles less than 12 months old we will provide a new vehicle or if the vehicle is over 12 months old we can offer a cash settlement or repair of the vehicle or offer an approved used car.

#### 11.5 KEEPING YOU UPDATED

We know that few things are more frustrating than waiting for news. So we'll keep you posted on claim developments in the way that best suits you, right through to settlement. And we'll let you know what's going to happen and by when, so you'll always know what to expect.

### Guarding against fraud

We work hard to settle genuine claims effectively and identify fraudulent ones – protecting the best interests of you. If you suspect fraud please make us aware when you register the claim. Helping us to identify and manage fraud helps protect the cost of the claim and premiums.

Most claims are legitimate, but some are fraudulent! There are fraud indicators which should help isolate those claims which merit closer scrutiny.

All suspicious claims, though they may have to be paid for lack of conclusive evidence of fraud, however, should be referred and recorded so that investigative resources can be targeted on the most deserving cases.

Fraudsters think that “There’s a lot of money in the coffers of cash rich insurance companies”. With this kind of attitude, fraudulent claims are sure to follow. Sometimes these schemes will be attempted by professional fraud artists. Other times, they’ll be attempted by financially distressed who are looking for a quick money fix. In either case, insurance fraud can be good business for the perpetrators unless derailed by savvy investigators that lead to Fraudsters imprisonment.

### 11.6 GETTING LIFE BACK TO NORMAL

Ultimately, that’s why our customers pay us. Here’s how we put things right.

#### A network of suppliers

We have a dedicated network of approved garages and suppliers around the island. This includes specialist repairers who look after prestige vehicles.

Here are just some of the benefits of our repairer network:

- Each repairer is closely performance managed, ensuring good quality of both the repair and the customer service.
- Our customer’s vehicle can be booked into the garage during the first phone call.
- All repairs undertaken by our network are guaranteed.
- Our network covers Island wide so we’ll probably have a garage local to you.
- You can enjoy the use of a courtesy vehicle from our approved repairer.

#### Specialists on hand

We’ve also got our own engineers and claims inspectors,

#### We also have:

- A panel of solicitors we can instruct should we need to bring a case to court
- A team of investigators who’ll take to the road to build a decisive case
- Bodily injury and technical claims experts who’ll ensure you are in safe hands, should the unthinkable happen

#### Peace of mind

With our set up, you can be confident that you are in safe hands and will be kept fully updated.

### 11.7 DOING MORE

#### We try to go the extra mile.

Saving customers’ money.

Our expert recoveries team makes sure that our customer’s financial situation is not affected radically, when someone bumps their car. And we’re getting better each year at winning – recovering your excess so you keep hold of your No Claims Bonus. This all helps to keep premiums down too. Good news all round!

#### Improving all the time

We’re committed to enhancing our claims service. We appreciate that life is far from perfect and that cases can sometimes go wrong. We welcome your thoughts to shape what we do.

## 11.8 WORKING FOR YOU

The teams we have to help you.

We've set-up our Personal Motor claims service to deliver the best service to you. We've got lots and lots of experts in our Centre of Excellence ready to help you. Please call us about all new claims immediately.

Our specialist support teams are here to help with:

- Third party care
- Total loss cases
- Own damage cases
- Bodily injury
- Technical support
- Legal Support

### At your fingertips - Motor Claims

Behind every policy...

- One 24/7 emergency helpline. Personal Motor claims specialists
- Experts trained, Casualty Care, Bodily Injury and Proactive Claims Handling
- A network of dedicated Suppliers and Garages Island wide
- A team of investigators on call. And a commitment to continually improve what we do
- To report a claim contact us on **800 5 10 15** or if overseas on **00357 25 885 885** any time, 24hours a day, 365 days a year

## 11.9 CLAIMS BEST PRACTICES

The following is generally accepted in the insurance industry as the best way to handle a claim:

- **Damage Inspection and Estimate** – Within 12 hours of the assignment, the adjuster should inspect the damage. The inspection should include an accurate scope of damages and photographs of the damage. The scope of damages should be translated into a written estimate taking into consideration policy limits, depreciation and/or actual cash value when the coverage does not provide full replacement cost.
- **Acceptance or Denial** – The basis for the acceptance or the denial of the claim is clearly stated by the adjuster in the file. If a denial of the claim is necessary, the adjuster should send a denial letter explaining to the insured why the claim is not covered. If the adjuster cannot make a timely decision to accept or deny the claim, a Reservation of Rights Letter should be sent to the insured (or by the claims department) till all information are available giving reason for delay to claimant within 12 hours.
- **Claimant Contact** – Within 12 hours of receipt of the claim, the adjuster should contact the claimant(s) by phone (or in person on severe claims). If unable to make contact within 12 hours, a contact letter requesting immediate contact should be sent to the claimant along with a medical authorization if there is a known injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.

- **Witness Contact** – When there are independent witnesses to a liability claim, the witness(es) should be contacted within 12 hours to confirm the accident details and their knowledge of any injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.
- **On-Going Contact** – Consistent, on-going contact and updating with the claimant is key to getting the claim resolved quickly and fairly.
- **Investigation** – The adjuster to address all issues affecting coverage, liability, subrogation/recovery, and extent of injuries and extent of vehicle damage, if any, within 24 hours of receipt of claim.
- **Report** – A detailed report indicating the work completed should be prepared within 48 hours of the claim being received by the claims office. The Report can be to the file or to an outside supervisory location. The report should discuss coverage, liability, damages, subrogation/recovery, and current reserves/payments. It should include any unresolved pending issues and provide recommendation and/or an action plan on how to move the case forward. It should provide a specific time frame within which the recommendations will be completed.
- **At the Scene** – In half an hour (within the city limits) and in one hour and a half (if out of the city limits) from notification, the Assistance Service is to attend the scene, take pictures, fill in the claim form and make arrangements to set the wheel in motion for the claim handling for your case.
- **Courtesy Care Visit** within 24hrs or if emergency and/or serious illness or injury within the hour.
- **Medical Management** – When the adjuster makes the initial Physician Contact during the first 24 hours, should learn the date of the initial office visit, the history pertaining to the current injury (and any previous injury), the extent of the injury, the treatment plan, the prognosis, and the Return To Work status. When applicable, the adjuster should give the medical provider the contact information for utilization review and pre-certification. If the claims office uses a medical vendor to audit the medical bills, the adjuster should ensure all medical bills associated with a compensable claim are sent to the appropriate audit vendor for review and processing.
- **Subrogation/Recovery** – The adjuster should review the accident investigation details to determine if any third party could be held responsible for the accident (Contributory Negligence). If there is third party involvement, the responsible party should be placed on notice of the intent to pursue subrogation.
- **Subsequent Injury Fund** – In those cases that have a Subsequent Fund (eg. Other Insurance Policy), the Fund should be placed on notice as soon as the medical information reflects the potential for a recovery from the Fund. The file should reflect how social security benefits, disability benefits, unemployment benefits and other offsets would impact and the final payment total of the file.

### Best Practices of Litigation

- When notice is received regarding the trial date, the date should be noted to Insurers. A strategy for the handling of the trial should be discussed. During the trial, defense counsel should provide verbal reports and periodic written reports on significant events. The insured must be notified immediately of any aspect of the litigation that is not covered by the insurance policy;

### Did you know...?

You are most welcome to come in and see us in our Centre of Excellence!

This booklet has been designed for you so please let us know what you think. We welcome your feedback; just send your comments to [info@gandirect.com](mailto:info@gandirect.com).

### Share your experience with us

**Gan Direct** will offer you an unforgettable After Sales Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience on our email address, [info@gandirect.com](mailto:info@gandirect.com). Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

## 12. DATA PROTECTION NOTICE

Please read this notice as it explains the purposes for which we will use personal data and sensitive personal data which we hold.

Please show this notice to anyone insured to drive the vehicle covered under this policy.

### Your personal data

For mutual security calls are recorded and may be monitored for training purposes and to prevent and detect fraud.

### Insurance administration, renewal and claims handling

Information you supply may be used for the purpose of insurance administration, renewal and claims handling. In assessing any claims made, we may undertake checks against publicly available information. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

### Claims & Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we or the insurer may search these registers and any other relevant registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we or the insurer will pass this information to the registers and any other relevant registers. You can ask us for more information about this.

### Your electronic information

If you contact us electronically, we may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.

### Sensitive personal data

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data. By proceeding with this contract, you will signify your explicit consent to such information being processed by us.

### Motor Insurance Database

Information relating to your insurance policy will be added to the data stored on it may be used by certain statutory and/or authorized bodies including the Police and other bodies permitted by law.

### Fraud prevention

In order to prevent and detect fraud we may at any time: Share information about you with other organizations including the Police; Check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention. Law enforcement may access and use this information.

We or other organizations may also access and use this information to prevent fraud.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We, the insurer or other organizations may access and use from other countries the information recorded by fraud prevention agencies.

### Marketing and market research

We may use your information to keep you informed by post, telephone, email or other means of products and services which may be of interest to you. We may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to us.





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