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Motor insurance terms handbook

06.2024 Edition

Insurance terms handbook

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choosing Anytime
by INTERAMERICAN.

Anytime Auto motor insurance programs are provided by **INTERAMERICAN** and are designed to meet modern needs in a simple and economical way.

At Anytime, your Motor Vehicle insurance is based on **simple, clear and transparent terms**.

In the **Insurance Terms Handbook**, you can find the information you need in a quick and easy way without any "fine print". Furthermore, in the "Insurance Policy Definitions" section you will find explanations and definitions for better understanding the terms of insurance.

Out of the covers contained in the **Insurance Terms Handbook**, only the covers set out in the Insurance Policy Schedule apply, up to the corresponding cover limits. We are always at your disposal for any questions or queries you may have concerning your Insurance Policy, at **800 88 800**

For and on behalf of the Company,



Kate Alexandrou Fotiadou

Head of Interamerican Cyprus Branch

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Terms of motor vehicle insurance

General terms of motor vehicle insurance

Article 1 | What is the Insurance Policy?

The Insurance Policy is the contract by which the Company undertakes the obligation to provide compensation or services, in exchange of a Premium, for the covers set out in the Insurance Policy Schedule, in the event that the insurance risk that is covered has taken place, subject to the terms, exclusions and conditions contained therein as well as in any Endorsements.

The Insurance Policy consists of:

- The Insurance Proposal and all information submitted by the Insured Person to the Company
- The Insurance Policy Schedule
- The Insurance Terms Handbook
- The Certificate of Insurance
- Any Endorsements

Article 2 | What does the Insurance Policy cover?

The Insurance Policy provides third party liability insurance cover, in accordance with the Law as well as supplementary cover depending on the program selected for the Motor Vehicle.

The insurance program, the cover it includes, the Insured Person's information, the Insurance Period, the Premium, the limits of the Company's liability and the Excess amounts are set out in the Insurance Policy Schedule.

Article 3 | What is the maximum liability of the Company?

The maximum liability of the Company concerning the cover contained in the Insurance Policy, is determined below, as the case may be.

It is clarified that if more than one claim or damage arise from the same cause, they are considered to be due to one Incident.

1. Maximum third party liability

The Company's maximum liability regarding Third Party Liability Cover are as follows:

- Liability for death or personal injury: The cover limit set out in the Insurance Policy Schedule, which applies per Incident, irrespective of the number of claims arising from or in connection with the Incident and the covers that may relate to it.
- Liability for material damage: The cover limit set out in the Insurance Policy Schedule, which applies per Incident, irrespective of the number of claims arising from or in connection with the Incident and the cover that may relate to it.

- Liability according to the provisions of the Law for emergency hospitalisation: The cover limit set out in the Insurance Policy Schedule, which applies per Incident and per person to whom treatment is provided.

Regarding a claim for third party liability arising from the use of the Motor Vehicle in the territory of any Covered State, the limit of liability of the Company will not exceed the amount specified as the minimum liability required by the relevant compulsory insurance legislation in force in the Covered State where the Incident occurred.

However, if such a claim concerns an amount higher than the minimum amount required by the legislation of the Covered State, then the limits set out in the Insurance Policy Schedule shall apply, despite the fact that the Incident occurred outside Cyprus.

2. Maximum liability for Optional Cover

The Company's liability for Optional Cover cannot in total exceed, for the entire Insurance Period, the limit of liability set out in the Insurance Policy Schedule in respect of this cover.

It is clarified that the maximum liability of the Company set out in the Insurance Policy Schedule for each Optional Cover is valid for the entire Insurance Period and shall be reduced respectively for each amount paid for a claim of the relevant cover during that period.

Article 4 | What is the Insured Person's contribution in the event of damage?

If the Insured Person is required to contribute in the event of damage, this will be referred to in the Insurance Policy Schedule as the Excess.

The Excess applies per damage and the Insured Person is exclusively responsible for paying it.

Article 5 | When does the insurance cover begin?

The Company shall provide cover to the Insured Person from the date and time of commencement set out in the Insurance Policy Schedule, on condition that the Premiums have been paid in due time.

The cover described in (a) Articles 29 to 34, (b) Article 35 (only when the insured value of the Motor Vehicle set out in the Insurance Policy Schedule exceeds €30,000) and (c) Articles 39 to 41 of the Special Terms is activated on condition that:

- The Motor Vehicle has been inspected and photographed by the Company.
- During the inspection, the Motor Vehicle is in good condition.

If the inspection is carried out before the date and time of commencement set out in the Insurance Policy Schedule or within two (2) working days from that date, and it is proven that the above conditions are met, the cover mentioned above is activated from the date and time of commencement set out in the Insurance Policy Schedule.

If the inspection is not carried out within two (2) working days from the date and time of commencement set out in the Insurance Policy Schedule or if it is carried out within that time but it is proven that the above conditions are not met, the cover mentioned above will not be activated and the Company shall return the corresponding Premiums to the Insured Person.

Article 6 | What is the duration of the Insurance Policy?

The Insurance Period is the period during which the insurance is in force, which commences (subject to Article 5) on the date and time of commencement and expires on the date and time of expiry set out in the Insurance Policy Schedule, unless cancelled earlier pursuant to other terms of the Insurance Policy.

The cover provided under the Insurance Policy shall only apply to Incidents, Events, damages, losses, or injuries that take place during the Insurance Period.

Article 7 | How is the Premium calculated?

The Premium is calculated based on the following factors:

- The insurance principal per cover
- The cubic capacity of the Motor Vehicle
- The use of the Motor Vehicle
- The age of the Motor Vehicle
- The type of the Motor Vehicle
- The area of movement
- The number of previous claims made by the Insured Person
- The time that the Insured Person obtained their Driver's License
- The age of the Insured Person and the Authorized Drivers
- Their experience in driving a Motor Vehicle with a right-hand or left-hand steering wheel, as the case may be
- The compulsory statutory insurance limits
- Other commonly accepted parameters applied by the Company

The Insured Person must notify the Company of every change in the particulars of the Motor Vehicle or in the details of the persons who are driving it.

At the time of renewal of the Insurance Policy, as well as in the case of amendments to the Insurance Policy, the Premium is calculated and determined anew by the Company, having taken the above indicative factors into account.

Article 8 | How is the Premium paid?

The Premium is payable in advance and the cover will only commence after the lump sum Premium amount is paid or upon payment of the first instalment, if it was agreed that the Premium will be paid in instalments.

Article 9 | How is the Insurance Policy renewed?

1. Renewal under same terms

Before the expiration of the Insurance Policy and provided that no Premium is owed, the Company will inform the Insured Person of the Premium that will apply for the next insurance period, as well as the date on which it will become due.

If the Insured Person wishes to renew and pay the new Premium by the date it becomes due, then the Insurance Policy will be renewed under the same terms.

If the Insured Person does not pay the new Premium by the date that it becomes due, then the Insurance Policy will not be renewed.

2. Renewal with amended terms

The Company has the right, upon the expiry of the Insurance Policy, to propose the renewal of the Insurance Policy with amended terms.

In this event, the Company will inform the Insured Person of the new terms, of the Premium that will apply for the next insurance period and of the date on which it will become due.

If the Insured Person wishes to renew the Insurance Policy under the new terms and pays the new Premium by the date it becomes due, then the Insurance Policy will be renewed subject to the new terms.

If the Insured Person does not pay the new Premium by the date that it becomes due, then the Insurance Policy will not be renewed.

3. Non-renewal

If the Company does not wish to renew the Insurance Policy, it will inform the Insured Person at least seven (7) days before the expiration of the Insurance Policy.

Article 10 | How does the Company provide information about the payment of the Premium?

The Company may inform the Insured Person of the Premium due using the means of communication included in Article 12, such as sending a notice of payment by e-mail or by message to a mobile phone (sms), etc.

Article 11 | What are the geographical limits of cover?

Third Party Liability Cover applies to the use of the Motor Vehicle only in the following areas:

- in Cyprus
- in the British Sovereign Base Areas in Cyprus
- in any Covered State

It is clarified that the cover provided for the use of the Motor Vehicle in the territory of any Covered State constitutes the cover required under the legislation applicable in that state for compulsory third-party liability insurance.

The Optional Cover included in the Special Terms only applies to incidents that take place in Cyprus and in the British Sovereign Base Areas in Cyprus, on condition that the Motor Vehicle was afforded a lawful right of access. Incidents that occur in fields for the landing, take-off or parking of planes are excluded.

Article 12 | How can the Insured Person communicate with the Company and how can the Company communicate with the Insured Person?

The Insured Person may contact the Company by e-mail, by post or by telephone.

The Company may contact the Insured Person by e-mail, by message to a mobile phone (sms) or by post to the address that was declared to the Company.

Article 13 | What obligations does the Insured Person have and what rights does the Company have?

1. At the time the Insurance Policy is issued and during the term of the Insurance Policy

The Insured Person has the obligation to:

- Fully and truthfully inform the Company of any detail or information requested in the Insurance Proposal and guarantee the truthfulness and accuracy of the statements and all answers contained therein.

It is clarified that any details or information requested in the Insurance Proposal is important and material in order for the Company to assess the risk.

- Notify the Company in writing and without delay of any change or modification to the information referred to in Article 7 and/or to the particulars mentioned or declared in the Insurance Proposal, including any changes in the ownership of the Motor Vehicle, to the Motor Vehicle or its drivers, or any other material change or event.
- Faithfully adhere to and comply with all of the terms of the Insurance Policy.
- Take all necessary measures to protect the Motor Vehicle against loss or damage and to maintain it in good condition, suitable for road use, with a valid roadworthiness certificate.
- Allow the Company, if reasonably required for the management of the Insurance Policy, to examine the Motor Vehicle and to request presentation of the roadworthiness certificate.

In case of:

- Accident or mechanical damage, the Insured Person or the person driving the Motor Vehicle must not leave it unattended unless proper precautions have been taken to prevent further loss or damage.
- the Motor Vehicle suffering further damage before the necessary repairs are carried out, these are excluded from the cover provided under the Insurance Policy.
- failure to comply with any of the terms of the Insurance Policy, the Company shall be entitled to reject the claim concerning the omission, if this materially affects its ability to assess or investigate the relevant claim or to defend its interests or such omission causes loss to the Company in any other way.

2. After Damage occurs

In the event that any Incident has occurred as a result of which a claim or liability to provide cover may arise, the Insured Person or any person who claims cover under the Insurance Policy must:

- Notify the Company of the relevant Incident as soon as practically possible, from the scene of the Accident if this is possible, by calling the designated phone line of the Company's Accident Care Service.
- Notify in writing and inform the Company of every detail within eight (8) days of the occurrence of the Incident or, if this is not practically possible, as soon as possible.
- Take any action that he would have done in his interest had he not been an Insured Person (regardless of the actions of the authorities) in order to salvage or mitigate the damage to the Motor Vehicle.
- Avoid any action that may augment the damage.
- Comply with and follow the reasonable instructions given to him and deliver the necessary data to the authorized representative of the Company who visits the scene of the Accident and/or provide such person with the documents reasonably required in relation to the Incident or claim.
- Provide any additional information or special assistance deemed necessary and reasonably requested by the Company and by its authorized representatives or experts for determining the circumstances of the Incident and assessing the damage.
- Forward to the Company, as soon as possible and in any event not later than three (3) days from the moment the Insured Person received any judicial or extrajudicial document relating to any Incident, wherever it came from, including any letter, claim, order, statement of offence, writ or other legal proceeding.
- Notify the Company as soon as he becomes aware of any impending or pending proceeding, prosecution, claim or investigation concerning any Incident.
- Not to take any form of action that would constitute an admission of liability towards third parties or acceptance, objection, reply, recognition, handling, compromise or settlement of a third-party claim in respect of any Incident, without the written approval of the Company.
- In case of a claim or legal proceeding in respect of any Incident:
 - provide all information, documents (including relevant correspondence) and assistance that the Company may reasonably request in relation to the claim or legal proceeding.
 - Cooperate with the Company in the handling of the claim or legal proceeding.
 - Assist the Company in furthering any right to contribution or cover against any person who may be liable for any injury, damage or loss covered by the Insurance Policy.
- If the Company reasonably proceeds with making any payment for the purpose of settling any third-party claim and such payment includes an amount not covered by the Insurance Policy, pay the Company the amount that is not covered.
- Not to carry out any repairs to the Motor Vehicle without the approval of the Company.

It is clarified that if it is nevertheless deemed necessary to carry out any repairs, before the Company's approval has been obtained, the cost of which does not exceed €300, the Insured Person may carry out such repairs and keep the invoices or receipts for the costs of such repairs and submit them to the Company.

- Inform the Police as soon as practically possible after loss or damage caused by theft or attempted theft, Accident involving bodily harm or death, vandalism or Terrorist Act.
- Notify the Company, to the extent that he is aware, the details of injured persons or person who suffered loss as well as of the witnesses who are available or of potential witnesses.

3. Defence and settlement of third-party claims

The Insured Person and any person whose liability is covered by the Insurance Policy, accepts and recognizes the Company's right, by using a lawyer of its own choice, at its own expense and at its own discretion, to be represented and/or to undertake and to defend him in respect of any inquiry, legal proceeding or third party claim in relation to any Accident, as well as its right to submit on his behalf, for the benefit of the Company, any claim for cover, contribution or compensation.

The Insured Person and any person whose liability is covered by the Insurance Policy acknowledges and accepts the Company's right to act in its sole discretion as it considers proper during any inquiry, claim or legal proceeding relating to any Incident and/or in relation to the negotiation, investigation or settlement of any claim and undertakes to provide any assistance reasonably requested by the Company for this purpose.

The above shall not affect the Company's right to recover from the Insured Person or from any other person who is covered by the Insurance Policy (if they act in breach of the Insurance Policy) or from a person not covered by the Insurance Policy, as the case may be, any amount for which the Company will be rendered legally liable to pay to a third party, if it did not have an obligation to make any such payment in accordance with the terms of the Insurance Policy.

Article 14 | How can the Insurance Policy be cancelled?

Right of withdrawal of the Insured Person:

The Insured Person has the right to withdraw from the Insurance Policy without owing any Premium and without giving any justification, by sending a written declaration of withdrawal to the Company within fourteen (14) days of receipt of the Insurance Policy.

The withdrawal shall be effected by using the «Withdrawal Declaration» form which is delivered at the time Insurance Policy is issued and must be sent by registered post to the registered office of the Company in Cyprus or by e-mail within fourteen (14) days of its receipt.

In the event that the Insured Person exercises his right of withdrawal, the Insurance Policy shall be cancelled as of the date of its issuance and shall be deemed never to have been issued, from the time of delivery of the registered letter to the post office or receipt of the relevant e-mail within the above mentioned fourteen (14) day period.

In the event of withdrawal within the above-mentioned time limit, the Premiums that have been paid shall be refunded in their entirety, unless any compensation has been paid or any claim has been submitted under the Insurance Policy.

Cancellation by the Insured Person:

The Insured Person may cancel the Insurance Policy at any time, either by telephone or by written notice to the Company sent via e-mail or by post.

If the Insurance Policy is cancelled in accordance with the above and no claim has been submitted, the Company shall return to the Insured Person any Premiums that have not accrued, which correspond to the remaining time of the Insurance Period.

If a claim has been made, the Premium that has not accrued that corresponds to the remaining term of the Insurance Period will not be returned and, if the Premium is payable in instalments, all future instalments shall become immediately payable upon cancellation of the Insurance Policy.

Cancellation by the Company:

The Company has the right to cancel the Insurance Policy at any time by sending a seven (7) day written notice to the Insured Person.

In this case, if no claim has been submitted, the Company shall return to the Insured Person the Premiums that have not accrued that correspond to the remaining time of the Insurance Period.

If a claim has been made, the Premium that has not accrued that corresponds to the remaining term of the Insurance Period will not be returned and, if the Premium is payable in instalments, all future instalments shall become immediately payable upon cancellation of the Insurance Policy.

In case of transfer:

The cover provided by the Insurance Policy shall cease to be valid and shall be considered void in the event of a transfer of the Motor Vehicle or an agreement to transfer it.

In case of cancellation of the Insurance Policy in any way, the Certificate of Insurance is also cancelled at the same time. The Insured Person must return the Certificate of Insurance to the Company within 48 hours of the date of cancellation.

If the Certificate of Insurance was lost or destroyed, the Insured Person must make a sworn affidavit confirming this and must send this affidavit to the Company.

Article 15 | What are the rights of the Company following the damage?

In addition to the rights of the Company set out in other articles of the Insurance Policy, the Company also has the right, in case of an Incident, to:

- Investigate in order to ascertain if the damage actually occurred, its causes, as well as the circumstances under which it occurred.
- Investigate the value of the covered risk at the time the Incident occurred.
- Request the Insured Person to send to its offices all evidence which is reasonably necessary and/or useful in order to ascertain the causes and the extent of the damage.
- Request rectification of the damage, if the Insured Person is interfering with the Company's right to examine the Motor Vehicle, as well as to receive all relevant evidence.
- Retain from the amount paid as compensation, any Premiums that it has not yet collected, until the expiry of the insurance, even if these are not yet due.

Article 16 | How is compensation calculated and how is it paid in case of damage to the Motor Vehicle?

This article applies to such Optional Cover relating to damage or loss of the Motor Vehicle.

In order to initiate the procedure for the settlement of the damage that is covered, the Insured Person must have complied with the obligations set out in Article 13, Paragraph 2.

The Company has the right to compensate the Insured Person with regard to the covered damage or loss of the Motor Vehicle, in any of the following ways:

- Appoint a repair shop of its own choice to repair and restoring the Motor Vehicle or any part thereof or the parts or spare parts that have been damaged to their former condition. The Insured Person may select a repair shop of their preference, subject to the prior approval of the Company.
- Pay the amount required for repairing and restoring the Motor Vehicle to its previous condition or any part thereof or its parts or spare parts that have been damaged.
- Replace the Motor Vehicle or any part thereof or its parts or spare parts that were damaged.
- In case of Total Destruction or Total Loss, pay the difference between the Current Market Value of the Motor Vehicle at the time on which the damage or loss was caused and the residual value (if any), on the basis of the estimate of the expert who is appointed by the Company.

In any event, the Company shall pay compensation in accordance with the Current Market Value of the Motor Vehicle at the time of loss or damage, provided always that the compensation cannot in any event exceed the insured value of the Motor Vehicle which is set out in the Insurance Policy Schedule.

In the event that:

- The destroyed parts or spare parts which cannot be repaired or are not available in Cyprus, the liability of the Company is limited to the amount for their compensation according to the latest price list of the manufacturer or of its representative in Cyprus.
- If there is no such price list, the Company's liability is limited to the latest price given by the manufacturer's factory, plus the cost for their transportation to Cyprus, excluding the cost of transportation by plane, plus import tax.
- The Motor Vehicle is insured on the basis of its tax-free value, then the compensation shall be limited to the price of the parts or spare parts, minus import tax.
- The Current Market Value of the Motor Vehicle at the time of loss or damage exceeds the insured value set out in the Insurance Policy Schedule, the compensation is calculated on the basis of the following term.

The ratio of the compensation to be paid in respect of the loss shall be exactly the same as the insured value of the Motor Vehicle (as stated in the Insurance Policy Schedule) vis-à-vis its Current Market Value at the time the damage or loss occurred. Thus, the compensation will be calculated as follows:

$$\text{compensation} = \text{loss amount} \times \frac{\text{insured value}}{\text{current market value}}$$

- The Motor Vehicle suffered Total Destruction or Total Loss, the Insured Person shall have an obligation, at the time of payment of the compensation, to transfer and surrender its ownership to the Company if requested. In this case, the residual value shall not be deducted from the compensation that is paid.
- The Motor Vehicle has suffered Total Destruction or Total Loss, if the Company is aware that the Motor Vehicle is held under a hire-purchase or loan agreement, any amount of compensation may, at the discretion of the Company, be paid to the owner described in the hire-purchase agreement or to the registered lender.

A receipt issued by these persons that the money has been received by them, constitutes full and final settlement and that the Company has been discharged in respect of such loss or damage.

The Motor Vehicle has a soft rooftop, the compensation to be paid by the Company for the destruction of the rooftop is calculated on the basis of the following:

- For a Motor vehicle/rooftop up to 2 years old, 80% of the value of the rooftop
- For a Motor vehicle/rooftop up to 3 years old, 70% of the value of the rooftop
- For a Motor vehicle/rooftop up to 4 years old, 60% of the value of the rooftop
- For a Motor vehicle/rooftop up to 5 years of age or 5 years and over, 50% of the value of the rooftop.

In any case, the compensation will be paid upon deducting the Excess, if any, in accordance with the Insurance Policy Schedule.

The Company:

- Shall not be liable in any event to pay any amount (e.g. interest, expenses, etc.) greater than the aggregate maximum liability set out in the Insurance Policy Schedule in respect of the relevant cover or the Current Market Value of the Motor Vehicle as at the time the damage or loss occurred, whichever is lower.
- Shall have the right to pay the amount of the loss or damage by cheque or deposit in the bank account of the Insured Person.
- Shall have the right to pay the associated repair shop directly.
- Shall have the right to pay the compensation to the Insured Person in the currency of Cyprus at the offices of its central branch in Cyprus or at any of the following:
 - at the offices of of the Branch handling claims in Cyprus
 - at the offices of the Branch handling claims in Cyprus

Article 17 | What applies in case there is another insurance?

If at the time when a claim arises under the Insurance Policy, there is any other insurance policy in force which provides cover for the same loss, damage or liability, the Company shall not have an obligation to pay or to contribute beyond its corresponding share for any such loss, damage or liability.

It is clarified that the Company shall not be liable to cover any third party liability if the exclusion set out in Article 43, Paragraph B, Exclusion 1, Event ii applies.

Article 18 | What happens in case of concealment or fraud by the Insured Person?

If the Insured Person or any person who is covered by the Insurance Policy submits a claim which is in any way fraudulent or that he is aware that it is untrue or any part thereof is untrue or such person otherwise acts in a fraudulent manner in relation to the Insurance Policy, the Company shall not pay any compensation and shall have the right to immediately cancel the Insurance Policy.

Furthermore, the Company has the right to immediately cancel the Insurance Policy before or after the loss or damage has occurred, in the event that the Insured Person has, at the time of completing the Insurance Proposal:

- Made or gave any untrue and/or false statements and answers to the requested information and/or
- Concealed or presented any fact or Incident for which information is requested in a misleading manner.

It is clarified that the Insurance Proposal forms the basis of the Insurance Policy and the truthfulness of the statements and answers of the Insured Person contained therein constitutes a necessary condition for the Company to undertake any liability to pay any amount under the Insurance Policy.

In the event the Company becomes legally liable to pay to a third party any amount from whose payment would otherwise have been exempted under this Article 18 (in the absence of the legislative provision imposing liability on the Company to pay), the Company has the right to recover from the Insured Person or any other person who is covered by the Insurance Policy such amount.

Article 19 | When does substitution by the Company take place?

In the event that the Insured Person or any other person who is covered by the Insurance Policy is compensated, the Company shall acquire all the rights that the said person may have against the third party who may also be liable for the damage for which compensation has been paid.

At the same time, the Insured Person or the other person who is covered by the Insurance Policy must, if requested by the Company, assign any relevant rights that they may have to the Company and give the Company the right and a power of attorney to act, in or out of court, in its own name and in the name of the said person, in order to recover the amount that has been paid by the said third person.

Article 20 | What happens to claims that are statute-barred?

In the event that the right to initiate legal proceedings against the Company, the Insured Person, the Authorized Driver and/or any other person in respect of any Incident or liability has become statute-barred, in accordance with the Limitation of Actionable Rights Law of 2012 (Law 66 (I)/2012) or any other law, the Company shall not have any liability in accordance with the Insurance Policy to pay any amount to any person in connection with that Incident or liability, regardless of whether such person has paid any amount.

Article 21 | Assignment

The Insured Person and any other person who is covered under the Insurance Policy cannot assign any right or interest in respect of it, without the written consent of the Company.

Article 22 | What is the applicable law and jurisdiction?

The Insurance Policy shall be governed by and/or shall be interpreted in accordance with the laws of the Republic of Cyprus. The Courts of the Republic of Cyprus shall have exclusive jurisdiction to hear any dispute between the Company and the Insured Person and/or the persons covered under it relating to or arising in connection with the Insurance Policy.

Special Terms of cover of a Motor Vehicle

Third Party Liability

The following Third Party Liability Cover applies up to the limits set out in Article 3 and subject to the general terms of insurance and the general and specific exclusions.

Article 23 | Third Party Liability

In case of an Incident that was caused or resulted from the use of the Motor Vehicle in Cyprus, the Company shall provide cover to the Insured Person or to the Authorized Driver for all amounts, including costs and interest, for which they become legally liable to pay due to such Incident to any third party in respect of the following:

- Death or bodily injury
- Material damages
- Emergency hospitalization (when liability for such hospitalisation arises in accordance with the Law)

For the purposes of this Article, references to a Motor Vehicle include any trailer used by the Motor Vehicle, while such trailer is being towed by the Motor Vehicle.

Cover of Personal Representatives

In case of death of any person who is entitled to Third Party Liability Cover, the Company shall provide cover in connection with the liability that such person has, to his personal representatives, in accordance with the terms and restrictions that applied before that person's death.

Unlawful passengers

If the Company pays compensation for material damage, bodily injury or death to any person who was on board the Motor Vehicle with the consent of the Insured Person and/or of the Authorized Driver in breach of any law or regulation, then the Insured Person and/or the Authorized Driver must return this amount to the Company.

If they fail to do so, the Company shall be entitled to recover this amount from the Insured Person and/or the Authorized Driver.

Cover for use of the Motor Vehicle outside Cyprus

If an Incident was caused or took place by using a Motor Vehicle in the territory of any Covered State, the Company shall provide cover to the Insured Person or to the Authorized Driver for all amounts, including costs and interest that such person is legally liable to pay as a result of such Incident to any third party.

The cover provided on the basis of this paragraph shall be the cover required by legislation in respect of compulsory third party liability insurance for the use of motor vehicles which is in force in the Covered State where the Incident which gave rise to such liability occurred.

Right of recovery in certain cases

If the Company pays any amount in respect of the liability that any person may have pursuant to the provisions of the Law or any other legal obligation, which the Company would not otherwise be liable to pay under the terms of the Insurance Policy, then the Insured Person (if the Insured Person is responsible for the Incident and/or caused or permitted the use of the Motor Vehicle) and the driver who is responsible for the Incident (if such person is different to the Insured Person), must return that amount to the Company.

The Company shall be entitled to request the recovery of this amount from the Insured Person and/or from the driver who is responsible for the Incident.

The Insured Person (if the Insured Person is responsible for the Incident and/or caused or permitted the use of the Motor Vehicle) and/or the driver who is responsible for the Incident, also undertake the obligation to return to the Company any amount that the Company paid that it would not otherwise be liable to pay in accordance with the terms of the Insurance Policy on the basis of any agreement that is in force:

- (a) between the Government of the Republic of Cyprus and the Motor Insurer's Fund, or
- (b) between the Company and the Motor Insurer's Fund, or
- (c) between the Company and other insurance companies who are members of the Motor Insurer's Fund, or
- (d) between the Cyprus International Insurance Bureau and any Foreign International Insurance Agency or Agencies.

Court Judgements

In accordance with the Insurance Policy, the Company will not be held liable to provide Third Party Liability Cover in relation to court judgments or orders not issued by a competent Court:

- of the Republic of Cyprus;
- of a member state of the European Union where the Incident occurred, or
- of a member state of the European Union where the person who filed an action is residing

Additional covers for Third Party Liability

Article 24 | Passenger Liability

Third Party Liability Cover under Article 23 (subject to its terms and conditions of the Article) also includes the legal liability of any passenger (other than the driver) who is lawfully on-board, lawfully enters or exits the Motor Vehicle to pay any amounts to any third party, including expenses and interest, which are owed as a result of an Incident that was caused by the use of the Motor Vehicle, in respect of:

- Death or bodily injury
- Material damage
- Emergency hospitalization (where this liability arises in accordance with the Law)

Article 25 | Cover for the liability of Authorized Drivers

Cover is provided according to the program mentioned in the Insurance Policy Schedule to a driver of the Motor Vehicle, other than the Insured Person:

- Who is aged 25 years and over (up to 80 years of age) who holds a Driver's License for 2 years and above, if the Insurance Policy Schedule provides that cover is provided for any driver aged 25-80.
- Who holds a Driver's License that was issued less than two years before that date, only in the event that this was declared to the Company and the Insurance Policy Schedule states that:
 - He holds a Driver's License issued less than 2 years before that date and
 - cover is provided to any driver aged 25-80 years
- Who is aged under 25, only in the event that this was declared to the Company and the Insurance Policy Schedule states that:
 - The Motor vehicle is being driven by a person aged under 25 years and
 - Cover is provided to any driver aged 18-80

In this case, the condition that a driver must hold a driver's licence issued more than 2 years before that date shall not apply to any driver of the Motor Vehicle.

It should be noted that the cover provided for the liability of Authorized Drivers also applies to Optional Cover.

Optional Covers

Out of the following Optional Covers, only the cover agreed with the Insured Person and which is set out in the Insurance Policy Schedule shall apply, up to the limits set out in Article 3 and subject to the general terms of insurance and the general and specific exclusions that apply to such cover.

Article 26 | Accident Care

Accident Care includes the following cover which applies to Incidents that take place in Cyprus, 24 hours a day, provided that the Company is notified through its call centre:

- Immediate service of the Motor Vehicle in the event of an Accident, wherever the Motor Vehicle may be located.
- Making a record of the Accident, and drawing a diagram from the scene of the Accident.
- Photographing the scene of the Accident and the vehicles involved.
- Completion of the 'Accident Declaration' form.
- Photographing the following documents: Driver's License of drivers involved and registration certificate and Certificate of Insurance of the vehicles involved.
- Collection of evidence from the witnesses of the Accident.

Article 27 | Road Assistance

Benefits included in road assistance

Road assistance includes the following cover which applies to incidents that take place in Cyprus and in Greece, 24 hours a day, provided that the Company is notified through its call centre:

1. On-site service

If the Motor Vehicle is immobilized while in motion as a result of a breakdown or Accident, the Company will arrange to send a mobile crew of a company it cooperates with for the provision of road assistance at the site of the Incident for the purpose of repairing the damage. The repair crew shall be sent within a reasonable time period, depending on the distance and the prevailing conditions.

If the breakdown cannot be restored in a short period of time by using the means available to the mobile repair crew, then the Motor Vehicle will be transported to a local garage as described below. If parts need to be fitted in order repair the breakdown on the spot, the Insured Person or the Authorized Driver will bear the cost. The repair of the breakdown on-site also includes the replacement of a damaged tire.

If despite these efforts, it is not possible to tow the Motor Vehicle, the Company will help the Insured Person or the Authorized Driver to find a special vehicle that is suitable for this purpose that will belong to a third party. The costs for the services provided by that vehicle will be borne entirely by the Insured Person or by the Authorized Driver and the Company shall not be liable if damage is caused to the Motor Vehicle while it is being towed or hauled.

2. Transportation of a motor vehicle to a repair shop or to another location

If the breakdown of the Motor Vehicle cannot be repaired on the spot, either due to the lack of the necessary spare parts/tools or because the damage is more extensive or because the special prevailing circumstances and conditions do not allow this, the Company will arrange for the transportation of the Motor Vehicle, upon the selection of the Insured Person or of the Authorized Driver:

- a) to a local garage or other place; or
- b) to a garage or other place within the district where the Insured Person permanently resides which was declared to the Company, in respect of incidents that took place in Cyprus.

After the Motor Vehicle is transported in accordance with the above, the Company shall not have an obligation to transport the Motor Vehicle anew to any other repair shop or location.

The costs for repairing the damage shall be covered entirely by the Insured Person or by the Authorized Driver.

During the transportation of the Motor Vehicle, the Company shall have the right to serve vehicles belonging to other customers of the Company which are on route and which have broken down.

3. Immobilization due to the loss of keys

If the Insured Person or the Authorized Driver accidentally leave their keys inside the Motor Vehicle or lose them, the Company undertakes to help them in one of the following ways:

- By sending spare keys to the point of the Incident, and provided that the spare keys are located at a distance up to 25 kilometers from the point where the Incident took place.
- By providing information to the Insured Person or to the Authorized Driver on how to find a locksmith. The Insured Person or the Authorized Driver will be charged with the costs of the locksmith.
- By transporting the vehicle to a nearby repair shop, if this is technically feasible while the Motor Vehicle is locked. The transportation of the Motor Vehicle shall be carried out under the exclusive liability of the Insured Person or of the Authorized Driver and the Company shall not assume any liability if any damage is caused to the Motor Vehicle.

4. Immobilization due to lack of fuel

If the Motor Vehicle is immobilized while moving due to the lack of fuel, the Company will arrange to bring the fuel to the point where the Motor Vehicle has been immobilized; the Insured Person or the Authorized Driver undertakes to cover the costs. If, for any reason, it is not possible to bring the fuel, the Company will arrange to transport the immobilized Motor Vehicle to the nearest open fuel station.

5. Changing of tires

If the Motor Vehicle is immobilized while moving because of a defective or damaged tire, the Company will arrange for a mobile crew to come on the spot in order to change the tire and to place the spare tire that is available on the Motor Vehicle if needed.

Regarding road assistance cover, the following is clarified:

- If the weather conditions are extremely bad and the roads are blocked by snow, ice, floods, landslides or they are blocked due to special circumstances and conditions, such as broken/damaged bridges, cracked roads due to earthquakes etc., the Company has the right to suspend the provision of road assistance for as long as the problem persists.
- If, after the on-site provision of road assistance, the damage that was caused to the Motor Vehicle is restored, the Company shall not have an obligation to transport the vehicle to a repair shop or to another location.
- When the Motor Vehicle needs anti-slip chains due to the prevailing conditions, the Company shall not have any obligation to ensure their placement.
- If the damage can be repaired on the same day by a local repair shop that is the closest one to the point where the Motor vehicle was immobilized, the Company shall not have an obligation to arrange for the transportation of the Motor Vehicle to the place of permanent residence of the Insured Person or of the Authorized Driver. Nevertheless, if the damage cannot be repaired due to the lack of suitable spare parts, the Company shall have an obligation to arrange for the further transportation of the Motor Vehicle to a suitable repair shop that is preferably near the place of permanent residence of the Insured Person or of the Authorized Driver.
- When the faults that have been reported are due to long-term immobilization of the Motor Vehicle.
- When the Motor Vehicle suffers a single fault that does not affect its movement, e.g. flash, horn or lights.
- If the Motor Vehicle is immobilized at an underground parking from which it is impossible to be towed.
- The Company shall not have an obligation to arrange for removing the motor vehicles belonging to third parties in order to free the Motor Vehicle from the place where it is parked.
- The Company shall not be liable to any extent for any professional or commercial damage caused to the Insured Person, to the Authorized Driver or to a third party due to its intervention for the purpose of providing cover.

In addition, the Company shall not provide cover in the following cases:

- Transportation from one garage to another garage.
- Where the Motor Vehicle is off-road in a river, salt lake, sand, sea, farmland, cliff, ravine and generally in inaccessible roads.
- Where the immobilized Motor Vehicle cannot be towed by using the technical means available to the company that provides this service.
- Where the Motor Vehicle has been subjected to structural changes that prevent it from being towed.
- Where the Motor Vehicle was carrying any load that is not permitted or is unlawful at the time that it was immobilized.
- Where the Motor Vehicle was already immobilized at the time of entry into force of the Insurance Policy.
- Where the number of calls made for the provision of service in relation to the Motor Vehicle exceeds, during the Insurance Period, three (3) in total for annual policies and two (2) in total for semester policies, without taking into account any calls concerning Accidents.

Article 28 | Windscreen & Glass Damage

The costs of damage to the windscreen and to the windows of the Motor Vehicle caused by any external cause shall be covered.

The cover includes the costs of spare parts as well as replacement or repair work.

In addition, damages caused to crystal roof tops, protective membranes and rain sensors which are caused by any external cause shall be covered.

The maximum compensation that the Company is liable to pay for this cover in respect of all Windscreen & Glass Damage that will occur during the Insurance Period will not exceed the amount indicated in the Insurance Policy Schedule as the limit of such cover.

Windows, windscreens or sunroofs made out of plastic or gelatine shall not be covered.

For this cover, the Insured Person shall bear the amount of €50 in each case of payment of compensation and the Company shall only be liable for the amount exceeding this excess amount. This excess shall not apply in the event that the damage is restored at a repair shop proposed by the Company.

Article 29 | Fire

The Company shall provide cover for damage caused to the Motor Vehicle by fire, and explosion.

If liquid gas (LPG) is used as the main or alternative source of fuel, a necessary condition for covering the damage caused by the vehicle itself is that it has a roadworthiness certificate.

The Company shall not be held liable for damages caused by strikes, riots and civil commotion.

Article 30 | Partial Theft

In case of partial theft of the Motor Vehicle, the following cover is provided:

- Compensation for the stolen parts or spare parts of the Motor Vehicle which are permanently tied and/or attached to the vehicle and for part of the Motor Vehicle and are necessary for its safe movement and operation,
- Compensation for the theft of sound, video, navigation and telecommunication systems at their full value, provided they have been installed by the plant where the Motor Vehicle was manufactured. If these systems were installed in the vehicle at a later stage, the total amount of compensation will be up to €500; this limit is applicable cumulatively for the entire Insurance Period.
- Cover for damage caused to the body of the Motor Vehicle at the time of removal and/or attempted removal of the items or spare parts mentioned above and which is caused by the thief cause in his effort to gain access to the interior of the motor vehicle.
- Compensation up to €150 for the replacement of keys or locks, in the event that the keys of the Motor Vehicle are stolen or lost.
- Cover for any damage caused to the Motor Vehicle while in the possession of the thief.

The Company shall have an obligation to cover the Insured Person on condition that the loss was declared to the Police as soon as possible after the loss was discovered. It is also a necessary condition that there should be a written police report confirming the theft.

Article 31 | Complete Theft

If the Motor Vehicle is stolen altogether, the Company will compensate the Insured Person for the Current Market Value of the Motor Vehicle as on the day that it was stolen.

The Insured Person must declare the theft to the Police as soon as possible after this is discovered and shall only be compensated after twenty-eight (28) days have elapsed from the time that the theft was declared and reported to the Company, provided that the Motor Vehicle has not been found until then by the competent authorities. A necessary condition for the provision of cover is that there should be a written police report confirming the theft.

For the payment of the compensation, the Company may request:

- An irrevocable written authorization by the owner of the Motor Vehicle giving the Company the right to sell the Motor Vehicle if a buyer is found and for the Company to keep the consideration if it so wishes.
- The delivery of the certificate of registration of the Motor Vehicle.
- The completion and signing of the statutory form or application for the transfer of ownership of the Motor Vehicle, either to the Company itself or to any third party that the Company may indicate.
- Any other document that is necessary for transferring the Motor Vehicle.
- Delivery of authentic (factory) keys.
- Transfer of the ownership of the Motor Vehicle.

If the Motor Vehicle is found after it was stolen before the payment of compensation, the Insured Person shall not have the right to be compensated by the Company.

If the Motor Vehicle is found after the payment of compensation and the Insured Person becomes aware of this development, he has an obligation to notify the Company as soon as he finds out.

When the Company is notified that the Motor Vehicle has been found, it may give written notice to the Insured Person of his right to keep the Motor Vehicle and to return the compensation if the Company wishes. The Insured Person must contact the Company by letter within thirty (30) days of receiving the written notice. If they do not reply, they lose the right to keep the Motor Vehicle.

Article 32 | Natural Perils

The Company provides cover for damages to a Motor Vehicle caused directly by storm, tornado, flood, hail, snow, hurricane, volcanic eruption or earthquake.

It is clarified that mechanical damage caused by frost is not covered.

A necessary requirement for the payment of compensation is the submission of a document from the Department of Meteorology of the Ministry of Agriculture which confirms the weather conditions on the day, time and area where the damage occurred.

Article 33 | Strikes, riots, civil commotion

The Company provides cover for damages caused to a Motor Vehicle from strikes, riots and civil unrest.

This cover concerns material damage caused from fire, explosion, as well as other material damages caused to the Motor Vehicle which arose directly from:

- An act committed by a person who participated with others to the disruption of public order.
- An act taken by a lawfully established authority for the prevention, suppression or reduction of the consequences of the disturbance, as described above.
- A deliberate action that was taken in support of a strike or resistance against or in favour of an employer against the strike.

A necessary condition for the payment of compensation for such cover is the provision of a police report confirming the prevailing conditions on the specific date, time and area where the damage occurred.

Article 34 | Own Damage

The Company provides cover for damages caused to a Motor Vehicle or to parts or spare parts which are permanently attached to the vehicle and which are necessary for its safe operation and circulation as a result of collision, impact, diversion, overturning or fall in case of an Accident, regardless of whether the Insured Person or the Authorized Driver is at fault.

This also includes damages that will be caused during the transportation or loading or unloading of the Motor Vehicle on a ferry boat or road assistance vehicle, on condition that these means of transport meet the legal requirements for the transportation of motor vehicles.

A necessary condition for the payment of compensation for damage caused to a Motor Vehicle as a result of its transportation on a ferry boat, is for the Incident to be recorded in the ship's logbook or at the port office and for the relevant document to be delivered to the Company.

No cover will be provided for damage caused during the time that the Motor Vehicle was removed from its legal owner following theft or robbery.

In addition, the following exclusions apply:

- Damages caused due to poor maintenance.
- With regards to the insurance of motor vehicles which constitute refrigerators or heat chambers, damage caused to the refrigeration or heating equipment and installations due to any cause in general, unless there is an agreement as to the contrary.
- Damages incurred while the vehicle was being driven in areas where traffic is prohibited by the Authorities.

Article 35 | Total Destruction from fire, explosion, natural peril, theft

The Company will compensate the Insured Person at the Current Market Value of the Motor Vehicle in case of Total Destruction or total loss as a result of: 1) fire or explosion, 2) any one the following natural perils: storm, hurricane, tornado, flood, hail, snow, hurricane, volcanic eruption or earthquake, 3) or complete theft.

As a condition for the payment of compensation, the Motor Vehicle must be withdrawn.

Additionally:

- (a) When the Total Destruction is the result of fire or explosion, the following apply:

In case liquid gas (LPG) is used as the main or alternative fuel of the Motor Vehicle, the Motor Vehicle must have a roadworthiness certificate in effect as a condition for covering damage caused by the vehicle itself.

The Company shall not be liable for any damage caused by malicious actions, strike, riot and civil commotion.

(b) When the Total Destruction is the result of any of the above natural perils, the following apply:

As a condition for the payment of compensation, a document from the Department of Meteorology of the Ministry of Agriculture, Rural Development and Environment must be provided confirming the weather conditions at the date, time and area where the damage occurred.

It is clarified that mechanical malfunctions caused by frost are not covered.

(c) When the total loss is the result of complete theft, the provisions of Article 33 apply.

Article 36 | Airbag Cover

The Company provides cover for the cost of replacing the Motor Vehicle's airbags in case they are destroyed as a result of a collision, impact, diversion, overturning or fall in case of an Accident caused by the Insured Person's or the Authorized Driver's fault.

As a condition for the payment of compensation, the Company must be informed immediately from the scene of the Accident by calling the designated phone line of the Company's Accident Care Service and a representative of the Company must make an onsite record of the incident.

The following are excluded from cover:

(a) Damage to the airbags in the event the Motor Vehicle suffers Total Destruction.

(b) Malfunctions in the operation of the airbag system, whether or not due to electrical or electronic interference.

Furthermore, this cover is not activated in case the Motor Vehicle is not repaired.

Article 37 | Personal Belongings

The Company provides cover for loss or damage to personal items owned by the Insured Person that are located in the Motor Vehicle in case such loss or damage is caused by fire, explosion, thunder or burglary.

For the purposes of this cover, burglary means breaking into the Motor Vehicle with violent means for the purpose of theft.

As a necessary condition for payment of compensation when loss or damage is caused by burglary, the incident must be reported to the Police as soon as possible after discovery, and there must also be a written report from the Police confirming the burglary.

The following are excluded from cover:

- (a) Money, jewellery and items made of gold or silver.
- (b) Cameras, laptops and phones, as well as other electronic devices.
- (c) Items used for the Insured Person's profession or work.

Article 38 | Misfueling

The Company covers the costs of cleaning and draining the Motor Vehicle's fuel tank incurred as a result of injecting the wrong fuel in the Motor Vehicle, but only when refuelling is carried out by the employee of a gas station lawfully operating in Cyprus.

The wrong fuel is inserted in the Motor Vehicle when such fuel differs from the fuel designated by the Motor Vehicle's manufacturer.

Article 39 | Replacement of the vehicle with a new one

In case the Motor Vehicle suffers Total Destruction or total loss covered by an Optional Cover provided by the Insurance Policy, and provided that the Motor Vehicle's age is less than two years since its first registration (regardless of the country where the registration took place), the Company, instead of paying compensation, will replace it with a new one, of the same type and model, subject to such new vehicle being available in the Cypriot market.

If no such vehicle is available in the Cypriot market, the Company will pay compensation at an amount not exceeding the Current Market Value of the Motor Vehicle as at the time the Motor Vehicle suffered the Total Destruction or total loss or the insured value, whichever is less.

In case the Motor Vehicle is replaced, the Insured Person must transfer ownership of the Motor Vehicle to the Company, if so requested.

Article 40 | Malicious Damage

The Company provides cover for malicious damage not caused by fire or explosion, which are caused to the Motor Vehicle by any person acting with the intention to cause vandalism or sabotage, provided that such damage was not caused during any strike, lockout, riot, civil commotion, acts of terrorism and disruption of public order in general.

Article 41 | Loss of use of the vehicle

If, due to the damage that is covered by the Insurance Policy, the insured Motor Vehicle must remain in a repair shop for repairs, the Company shall provide:

- A replacement vehicle or
- A daily amount of compensation

The total limit of liability of the Company in respect of this cover is set out in the Insurance Policy Schedule and may not exceed twenty (20) euro per day.

The cover period shall be defined by the valuer who will inspect the damage according to the time that is expected to repair the damage but cannot exceed fifteen (15) days.

Article 42 | Personal Accident

If the Insured Person or Authorized Driver suffers death or any of the bodily harm described in the table below, as a result of an Accident that occurs during the insurance Period while he is driving the Motor Vehicle, the Company will provide cover if the above arise directly as a result of the Accident and from making use of the Motor Vehicle and they are autonomous and independent of any other cause.

The Company shall compensate the Insured Person or Authorized Driver, as the case may be, or their legal heirs in case of death, according to the following rates over the insured amount indicated on the Insurance Policy Schedule, if the death or personal injury occurs no later than one (1) year from the day of the Accident.

The total liability of the Company shall not exceed 100% of the insured amount indicated in the Insurance Policy Schedule for each insurance period.

In addition, no compensation shall be paid for death or personal injury resulting or caused by or attributable directly or indirectly, in whole or in part, to deliberate self-induced harm, suicide or their attempt, natural defect or disability.

Scale of compensation	
Death	100%
Total and irreversible loss of vision in both eyes	50%
Total loss, with natural severance of two limbs, at least from the wrist or ankle	50%
Total loss, with natural severance of one limb, at least from the wrist or ankle, together with total and irretrievable loss of vision in one eye	25%
Total and irreversible loss of vision in one eye	25%
Total loss, with natural severance of one limb, at least from the wrist or ankle	25%

Insurance

Contract Exceptions

Article 43 | What is not covered under the Insurance Policy?

A. Optional Cover Exclusions

The Company shall not be liable for any damage:

1. Caused by natural wear and tear, mechanical or electrical fault, viruses in the software of the Motor Vehicle or in the software instructions.
2. Caused by a public or governmental authority, which lawfully takes possession, holds or destroys the Motor Vehicle.
3. Resulting from damage due to use, reduced performance, reduction in commercial or market value, loss of use (unless covered in accordance with Article 41).
4. Which constitutes consequential loss or loss of earnings or income.
5. Caused by overloading.
6. In respect of a claim made by a person who is the beneficiary of an assignment, if the Insurance Policy is no longer valid.
7. Caused to tires (unless this is covered in accordance with Article 27, paragraph 6) or rubber parts, fabric, leather, wooden or glass parts of the Motor Vehicle, unless otherwise damage that is covered is caused at the same time to other parts of the Motor Vehicle.
8. Caused to spare parts or additions fitted on the Motor Vehicle which are not included in the manufacturer's specifications on the date of manufacture of the Motor Vehicle.
9. Caused while the Motor Vehicle is being driven or used by any person other than the Insured Person or the Authorized Driver (unless this is covered in accordance with Article 30).

B. Exclusions to third party liability

The Company shall not be held liable:

1. To provide cover to any person:
 - i. unless that person complies with, fulfils and is subject to the terms of the Insurance Policy to the extent that they may apply, or
 - ii. if that person is entitled to cover from another Insurance Policy in respect of the same liability.
2. In relation to the death or personal injury of the driver of the Motor Vehicle (unless this is covered in accordance with Article 42).
3. In relation to the death or personal injury of any person who is being carried unlawfully inside or on top of the Motor Vehicle.
4. In relation to death or personal injury or damage arising from or caused by the carriage of load towards the Motor Vehicle in order for such load to be loaded inside the Motor Vehicle or the carriage of load by the Motor Vehicle while this is unloaded from the Motor Vehicle.

5. In relation to damage caused to property at the time of their loading, unloading or transportation inside or on top of the Motor Vehicle.
6. In relation to death or personal injury or material damage caused to any person which arises as a result as well as during their employment by the person who requires cover under the Insurance Policy. This exclusion does not apply in case of death or personal injury or material damage caused to any person who is being carried inside or on top of the Motor Vehicle, who comes on board or gets off the Motor Vehicle, where such damage arises as a result and during such employment and as a result of making use of the Motor Vehicle.
7. In relation to death or personal injury or material damage caused to any person who, at the time of use of the Motor Vehicle which gave rise to the liability, is voluntarily being carried inside or on top of that Motor Vehicle or enters or gets off that vehicle while being aware or having reason to believe that the vehicle had been stolen or was in the possession of someone unlawfully, unless it was unreasonable to expect from them to get off the Motor Vehicle.
8. In relation to death or personal injury or material damage caused to any person while the Motor Vehicle was not under the control of the Insured Person or of the Authorized Driver due to the fact that it was stolen or acquired through violence.
9. In relation to death or personal injury or material damage caused by any person who does not comply with the terms of the Insurance Policy.
10. In relation to death or personal injury or material damage caused by any person as a result of a deliberate and premeditated action, act or omission which constitutes a felony in accordance with the Penal Code, which cannot be considered a random event.
11. In respect of damage caused to any asset belonging to or in the possession or under the control:
 - of the Insured Person or a member of their family, or
 - of any person requiring cover under the Insurance Policy or a member of their family.
12. In relation to damage caused at any bridge, weighbridge, overpass, road or anything located underneath and which is caused by vibration or from the weight of the Motor Vehicle or from the weight of the load it is carrying.
13. When the Motor Vehicle carries passengers or goods of such number or weight or size or in such a manner so as to affect the safe driving or safe control of the Motor Vehicle or it is reasonably foreseeable to cause damage to any person or property.
14. In respect of death, injury or material damage caused by the use of another motor vehicle.
15. When the Motor Vehicle is carrying load or passengers above the maximum limit permitted by its registration certificate or by the relevant decisions of the competent authorities, where the excess contributed to the occurrence or the increase of the damage, to the extent that it contributed to the increase.
16. In relation to damages caused to any motor vehicle which was attached to the Motor Vehicle.

17. For an event that occurred while the Motor Vehicle was being used in geographical areas which it has legal right to access.
18. For an event that occurred while the Motor Vehicle was towing a vehicle or trailer, if:
- the trailer does not possess the necessary permits required by the law in relation to its use
 - the trailer can move on its own
 - the trailer is not properly attached to the Motor Vehicle
 - the Motor Vehicle is not suitable, in accordance with the manufacturer's specifications, for towing vehicles of the type and weight suitable for the trailer
 - not all possible precautions are taken during towing as prescribed by the relevant legislation and regulations; or
 - the trailer is covered by another Insurance Policy for the same risk either directly or indirectly, partially or wholly.

C. General exclusions

The Company will not be liable for or in connection with any Event, Incident, Accident, loss, damage or liability:

1. that occurs, is caused by or arises:

- outside the geographical limits of the cover, as prescribed by Article 11.
- when the Motor Vehicle is being used in breach of any restrictions or conditions contained in its registration certificate or which apply otherwise.
- when, upon the instructions of the Insured Person or his permission or knowledge, the Motor Vehicle:
 - is not used in accordance with the restrictions of use contained in the Certificate of Insurance, or
 - is not being driven by the Insured Person or Authorized Driver, or
 - is in the possession of a non-Authorized driver in order to be driven by them

2. which is caused or aided or attributed to or resulting, directly or indirectly, wholly or partly, from:

- raid, invasion, act of a foreign enemy, hostilities or warfare, either before or after war or civil war has been declared or started.
- civil commotion, riot, demonstration, strike, lockout, uprising, revolt by armed state forces, military movement or usurpation of power, coup d'état or revolution, assault of any kind or in general by abolition of the lawful order or from Terrorist Acts in accordance with Article 33).
- the retention, forfeiture, destruction, confiscation or usurpation, or during an attempt to achieve the above, by or under the orders of the government or public or other authority.
- radioactivity or nuclear energy, and where the damage results, directly or indirectly, exclusively

or with the aid of other causes, from radioactive contamination, ionizing radiation, any nuclear fuel or from the combustion of any nuclear fuel or from nuclear waste (residue). Autonomous nuclear fission process is also considered to constitute combustion.

- nuclear and/or biochemical weapons materials.
- abandonment of the Motor Vehicle.
- the transportation of chemical or biological materials or the transportation of flammable materials including gasoline, oil and gas bottles.
- pollution or contamination.

3. arising from or occurring in connection with an agreement and which would not have occurred had there been no such agreement.

4. in respect of a sum of money that any person who claims cover would have the right to recover it from any other person had there been no agreement between the person making the claim to be covered and the other person.

5. to provide cover:

- to the driver of a Motor Vehicle if he is driving it Under the Influence of Alcohol or drugs or toxic or narcotic substances.
- to the Insured Person if he was aware that the driver was Under the Influence of Alcohol or drugs or toxic or narcotic substances.
- to the driver of the Motor Vehicle, if he refused to take an alcohol or narcotics test requested by the police following an Incident in which he was involved.

6. that exists, occurs or arises from or to the Motor Vehicle while used as a machine or tool and not as a Motor Vehicle or which exists or arises or occurs from a machine that constitutes a part of the Motor Vehicle or which is attached thereto and which is used as a tool, unless the law requires the provision of cover.

7. in relation to any liability of any person requiring to be covered by the Insurance Policy, which results from any deliberate and premeditated action, act or omission on behalf of that person and which constitutes a felony in accordance with the Penal Code and which cannot be considered to be a random fact.

8. that is caused or arises when the Motor Vehicle is being driven by a person who does not hold a valid Driver's License that is suitable to the category of the Motor Vehicle or who acts in breach of any of the terms or restrictions of their Driver's License.

9. that is caused by or arises from the use of the Motor Vehicle in motor sports events and activities, including speed races, competitions, trainings, test drives and demonstrations held in a limited and demarcated area, provided that the organiser of the activity or any other party has taken out an alternative insurance policy or guarantee at least equal to the minimum amounts provided in Article 9(1) of Directive 2009/103/EC covering civil liability for causing death or bodily harm to a third party and/or damage to a third party's property, including spectators and other bystanders, but does not necessarily cover damage to participating drivers and their vehicles.

10. caused by or arising from the load or to the load being carried by the Motor Vehicle.
11. caused by or arising when the Motor Vehicle is propelled by any force other than its own force, is pushing another motor vehicle or object that may be moving on wheels or not, or is towing another motor vehicle.
12. which, in instances where the Motor Vehicle is not in lawful circulation or has not been subjected to statutory technical inspections, is caused by or arising while the Motor Vehicle is located in any area or part of an airport, airway or military base that is used for the take-off or landing of an aircraft and for the transportation or storage of aircraft or for the parking of aircraft, including associated service streets, fuelling areas and parking facilities for ground equipment.
13. which is not declared to the Company within eight (8) days from the moment it occurred or, where this is not practically possible, as soon as possible.

Insurance Policy Definitions

In the Insurance Policy, the following terms shall have the meaning given to them below, unless the context provides otherwise.

Driver's License

The license to drive a Motor Vehicle that is required by law in respect of the category, type and weight of such vehicle

Insurance Proposal

The application submitted for the issuance of the Insurance Policy in a form provided by the Company, which is filled in electronically or by telephone in accordance with the replies of the Insured Person or his legal representative. The Insurance Proposal, together with the replies and statements made by the Insured Person or their legal representative, form the basis of the Insurance Policy.

In order to fill out the Insurance Proposal by phone, the call must be recorded and the Insured Person must give their consent for this purpose.

Excess

The prescribed amount that the Company is not obliged to pay in the event of damage or loss which is covered by the Insurance Policy, and which is borne exclusively by the Insured Person. If an Excess is applied in relation to any cover provided under the Insurance Policy, this is mentioned in the Insurance Policy Schedule.

Insurance Policy

The insurance contract between the Insured Person and the Company concerning the Motor Vehicle, which includes the Insurance Terms Handbook, the Insurance Proposal, the Insurance Policy Schedule, the Certificate of Insurance and any Endorsements which form integral parts of the unified insurance policy and should be read together.

Insured Person

The natural or legal person in whose benefit the Insurance Policy is issued and the name of whom appears in the Insurance Policy Schedule.

Premium

The amount paid by the Insured Person to the Company for the insurance cover provided.

Accident

Sudden, unexpected, unintended, and accidental occurrence causing damage to the Motor Vehicle or to third parties.

Insurance Terms Handbook

The present form which includes the general and special terms, the exclusions and definitions and which forms an integral part of the Insurance Policy.

Insurance Period

The period of time during which the insurance provided under the Insurance Policy shall apply as prescribed by Article 6.

Unified Agreement

The agreement of the members of the Council of Bureaux which is known as Internal Regulations, in respect of motor third party liability insurance, which replaced the Unified Agreement and the Multilateral Guarantee Agreement. All member states of the European Union are parties to the Unified Agreement, amongst other countries.

Authorized Driver

Any natural person who is included in the category of persons to whom cover is provided under the Insurance Policy in accordance with Article 25, provided that they are driving the Motor Vehicle upon the authorization of the Insured Person.

Under the Influence of Alcohol

A person is considered to be under the influence of alcohol if, as a result of consumption of any quantity of alcohol:

- the mental or physical fitness of the person has been affected to such an extent so as to impair that person's ability to think or to act with ordinary care, and/or
- the alcohol content in the blood and/or the exhalation of such person is greater than the limit set by the law as the maximum permissible limit for the purposes of driving in the country where that person is situated.

Company

"INTERAMERICAN HELLENIC INSURANCE COMPANY S.A.", a Société anonyme incorporated in Greece, having its registered office at Syngrou Avenue, 117 82 Athens - Greece, which is registered in Cyprus as a foreign company with registration number AE 3036. For the purposes of the Insurance Policy, the Company, acting through its branch in Cyprus, which has its registered office at 42-44, Griva Digeni Avenue, 1080 Nicosia. The General Representative of the Company in Cyprus is Kate Alexandrou Fotiadou of Panayi.

Covered State

Any state other than Cyprus, which has subscribed to the Unified Agreement. All member states of the European Union are covered states.

Third Party Liability Cover

Cover included in Articles 23 to 25 of the Special Terms.

Cyprus

The island of Cyprus, with the exception of the areas where the Government of the Republic of Cyprus does not exercise effective control.

Motor Vehicle

The motor vehicle mentioned in the Insurance Policy Schedule.

Law

The Motor Vehicle (Third Party Liability Insurance) Law of 2000 (Law 96(I)/2000), as amended or replaced from time to time, including any regulations issued or to be issued from time to time pursuant to it.

Total Destruction

Where the repair of the damage caused to the Motor Vehicle is considered to be economically unprofitable.

Incident

An incident or number of incidents arising from one cause, in which the Motor Vehicle that is covered by the Insurance Policy is involved, and because of which a claim may be made or liability may be incurred in accordance to it.

Insurance Policy Schedule

A document that forms part of the Insurance Policy, which refers to individual items such as information on the Insured Person and the Motor Vehicle, the insurance program, the date and time of commencement of the insurance as well as the analysis regarding the Premiums. The Insurance Policy Schedule may be included in an Endorsement.

The Insurance Policy Schedule bears the signature of the general representative of the Company in Cyprus and it is drawn up in both the Greek and English languages; nevertheless, in case of conflict, the Greek text shall prevail. If a new Insurance Policy Schedule is issued, it replaces the previous one.

Certificate of Insurance

A document issued by the Company to the Insured Person and which constitutes proof of the insurance of the Motor Vehicle, as required by the Law.

Optional Cover

Cover included in Articles 26 to 42 of the Special Terms.

Endorsement

A document issued by the Company that certifies any amendment or change to the Insurance Policy. When an Endorsement includes an Insurance Policy Schedule, it replaces the previous one.

Event

Damage, occurrence, Accident or Incident due to which a claim or incurrence of liability may arise or occur in accordance with the Insurance Policy.

Council of Bureaux

All International Insurance agencies together, which are responsible, in cooperation with the main road transport working group of the Inland Transport Committee of the United Nations Economic Commission for Europe, for the full compliance of its members with the Geneva Recommendations which aim at facilitating the movement of motorists.

Terrorist Acts

The actions taken by individual persons or persons organized in a group, with or without the use of force or violence, for political, social or religious or ideological or nationalistic purposes, involving the intimidation of the public or of a specific group of persons or affecting a legitimate or de facto authority or government, whether or not such actions took place during any disruption of public order.

Current Market Value

The market value of the Motor Vehicle, namely, the cost for replacing it with another vehicle of a similar type, age and condition, at the time of the loss or damage.

For the purpose of determining the current market value, no account is taken of any spare parts or mechanical modifications that were effected and which do not conform to the manufacturer's specifications as of the date the Motor Vehicle was manufactured.

Use of the Motor Vehicle

Any use the Motor Vehicle which corresponds to the function of the vehicle as a means of transport at the time of the accident, regardless of the characteristics of the Motor Vehicle and the terrain on which the vehicle is used and whether the vehicle is stationary or moving.

Complaints Procedure

Anytime **Auto Insurance Motor** Insurance programs are designed to meet your modern needs and to provide you with a high level of service.

To help us get even better and to improve the services we provide to you, we would appreciate if you let us know about your experience with Anytime.

For any questions you may have or to file a complaint about the Insurance Policy, you may contact Anytime:

- By phone at **800 88 800**
- By e-mail at **complaint@anytimeonline.com.cy**
- By fax at 22 200 800
- By postal at the address 42 - 44, Griva Digeni Avenue, 1080 Nicosia

For your best convenience, please use the number of your Insurance Policy.

Where a complaint is filed, the Company will confirm receipt of the complaint within two (2) working days of its receipt and to inform the person who filed the complaint with the respect to the procedure for its examination.

The Company will make every effort to respond to the complaint within fifteen (15) days of its submission. If this is not possible, the Company will inform the person who filed the complaint of the reasons for the delay and in any event it will send a final reply within forty five (45) days of the submission of the complaint.

We also inform you that the above procedure does not in any way affect the right to take legal action or any other legal measures. Nevertheless, replying to the observations that may arise from our cooperation are a key priority for us. This helps us to become more effective in serving you.