



Motor Policy



MINERVA  
INSURANCE



Please read this document carefully, together with the Schedule of Insurance, the Certificate of Insurance and any Additional Clause, make sure that they meet your requirements and that you agree with their contents. If you do not fully understand any of the above, contact your Insurance Agent or our local headquarters for further clarification.

In the event that this insurance does not meet your requirements or you do not agree with its contents, you have the right, within fifteen days from the date of the receipt of the Policy, to cancel it. Any such cancellation, in order to be valid, must be made in writing at our local headquarters and be accompanied by the delivery and



return of this Insurance Policy.

Whereas the Insured, or an authorized representative of the Insured, by a Proposal which is deemed to be incorporated herein and which contains his statements and declaration made at the time of effecting the insurance which shall be the basis of the contract, has applied to the Company for this insurance and has paid or has agreed to pay the premium, in the manner specified in the Schedule, as consideration for such insurance, now this Policy witnesses that, in respect of events occurring during the Period of Insurance, an insurance cover is being provided to the Insured in accordance with the terms, exceptions, definitions and conditions contained herein and/or any Additional Clause.

MINERVA INSURANCE COMPANY PUBLIC LTD

Michael Mylonas  
Executive Director  
Group General Manager  
(Insurance Services and Business Development)

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## DEFINITIONS

Where these may be applicable, words in the singular include the plural and vice versa, where the male gender is used it also includes the female gender, and the following expressions, unless otherwise specified in the text, have the following meaning:

### **Company**

Minerva Insurance Company Public Ltd.

### **Insured**

The natural or legal person or any other legal entity specified in the Schedule and in favor of whom the Policy has been issued.

### **Vehicle**

The Vehicle, within the meaning of the law, that is specified in the Proposal (Proposal, Declaration, Acceptance) and the Schedule.

### **Use of Vehicle**

"Use of a vehicle" means any use of a vehicle that is consistent with the vehicle's function as a means of transport at the time of the accident, irrespective of the vehicle's characteristics and irrespective of the terrain on which the vehicle is used and of whether it is stationary or in motion.

### **Policy**

This document, the Proposal, the Schedule and the Certificate of Insurance, which must be read and interpreted together and form an integral part of the contract of insurance.

### **Proposal, Declaration and Acceptance (Proposal)**

The Company's document that is completed by the Insured expressing his desire to effect the insurance and to communicate to the Company all the necessary information so that the Company may assess whether to provide insurance or not and if yes under what terms and conditions and with what consideration. The Proposal and the Insured's Declaration and Acceptance are incorporated in and form an integral part of the Policy and are the basis for effecting the Insurance.

### **Premium**

The amount of money that the Insured has paid or has agreed to pay as consideration for the cover provided by the Insurance Policy, and which is specified in the Schedule along with the premium payment schedule.

### **Policy Schedule (Schedule)**

The document forming an integral part of the Policy, which amongst others includes the type of cover provided, the details of the Insured, of the Vehicle and of the Authorized Drivers, the Period of Insurance, the Premium and its payment schedule and the Additional Clauses which apply.

### **Additional Clauses**

A text which extends or restricts the terms of the Policy. They form an integral part of the Policy only if they are expressly referred to in the Schedule.

### **Certificate of Insurance**

The document issued to the insured, which constitutes proof of Vehicle insurance as required by the Law.

### **Period of Insurance**

The timeframe within which the policy is valid, as specified in the Policy Schedule, as well as any further period for which the Policy is renewed

and the required premium is paid, or for which its payment schedule has been agreed.

**Grace Period**

The time period as described and specified in the Schedule.

**Geographical Area**

(a) Insurance of the Vehicle

Section 1- Cyprus, excluding areas of the Republic of Cyprus where the government of the Republic of Cyprus does not exercise effective control.

(b) Third Party Liability

Section 2- Cyprus, excluding areas of the Republic of Cyprus where the government of the Republic of Cyprus does not exercise effective control and the States which are signatory parties to the Multilateral Guarantee Agreement.

**Law**

The Vehicles (Third Party Liability Insurance) Law of 2000 to 2010 or any Law amending or substituting the same and it includes any Regulations issued thereunder.

**Road**

Within the meaning of the Geographical Area as defined above.

**Driving License**

The driving license for the Vehicle granted under the provisions of the Vehicles and Road Traffic Law of 1972 or any Law amending or substituting the same and it includes any Regulations issued thereunder and/or the Driving License Law of 2001.

**Market Value**

The reasonable market value of the Vehicle at the time of loss or damage, which will in no case exceed the value specified in the Schedule and is determined and/or is equivalent to the replacement cost of the Vehicle with another of the same type, model and of the same age and condition. The value of the car does not include, and no claim will be paid for, parts or mechanical modifications made which are not included in the manufacturer's specifications at the date of manufacture of the vehicle, unless, these have been specified in the Proposal.

**Excess**

The amount that is specified in the Schedule and paid by the Insured before the commencement of the Company's liability to indemnify for any claim.

The excess can generally apply for the Insurance Policy or for each particular driver and Additional Clause specified in the Schedule. In the case of a second claim submitted within the same insurance year, the excess amount shall be doubled.

**Authorized Driver**

Any person or class of persons who are allowed to drive the Vehicle under the terms of this Policy and are specified in the Schedule, provided that they hold a Driving License for the Vehicle.

**Inexperienced driver**

A driver that holds a driving license, (not a learner's driving license), for a period of less than five years in respect to the type of the Vehicle that he is driving.

**Learner Driver**

A driver that holds a learner's driving license for the type of the Vehicle, in accordance with the provisions of the Law.

**Person**

This is equivalent, beyond the natural person, to any other legal entity.

**Multilateral Guarantee Agreement**

Multilateral Guarantee Agreement within the meaning of the Law.

**SECTIONS OF INSURANCE POLICY THAT APPLY**

The insurance cover selected by the Insured and which the Company agrees to provide is specified in the Schedule.

1. Where the insurance cover provided is Third Party Liability, Sections 2, 3, and 4 of this Policy are operative.
2. Where the insurance cover provided is Comprehensive, Sections 1, 2, 3 and 4 of this Policy are operative.
3. Where the insurance cover provided is Third Party, Fire and Theft, Sections 1, 2, 3, and 4 of this Policy operate except from paragraph 2 of Section 1 which does not apply.

**Notes:**

1. The Definitions, the General Exceptions and the General Conditions apply to all Insurance Covers.
2. Under Section 5 (Additional Clauses) only those expressly referred to in the Schedule are operative and form part of the insurance cover provided to the Insured.

**SECTION 1- INSURANCE OF THE VEHICLE****1. Loss or Damage by Fire or Theft or Earthquake**

The Company will indemnify the Insured against loss of or damage to the Vehicle and its accessories and spare parts whilst thereon and forming part of it, which is directly caused by fire, self-ignition, lightning, theft or attempted theft, earthquake.

For the purposes of this Insurance Policy, the term "theft" does not include theft of the Vehicle as a result of the Insured's own mistake and/or omission.

**2. Loss or Damage caused by reason other than Fire or Theft**

The Company will indemnify the Insured against loss or damage to the Vehicle and its accessories and spare parts whilst thereon and forming part of it, which is directly caused by reason other than Fire or Theft or Earthquake (as in paragraph 1 above), or those which are excluded under the Policy.

**3. Right of Option and Liability of the Company**

The Company may, at its option, choose how to compensate for the loss and/or damage covered by this Policy. In particular, the Company has the option to:

- (a) pay in cash the amount of the loss and/or damage of the Vehicle according to the assessment of the Assessor appointed by the Company, or
- (b) repair and/or reinstate the Vehicle to its previous state to a repairer of the Insured's choice, according to the assessment of the approved Assessor of the Company or replace its accessories and/or spare

parts and/or any part thereof. In the event of damage and/or loss of accessories and/or spare parts of the Vehicle for which there is no stock available in Cyprus, the Company may use the price of spare parts contained in the latest price list issued by the manufacturer and/or its agent or reseller in Cyprus, or

- (c) declare the Vehicle as total loss and may have the following options:
- i. pay the insured the reasonable Market Value of the Vehicle at the time of loss or damage deducting the salvage value, or
  - ii. keep the damaged vehicle and pay the Insured the value of the Vehicle before the accident. In this case, the Insured is obliged to return the Certificate of Insurance to the Company for cancellation and sign any necessary documents for the transfer of the vehicle's ownership to the Company,
  - iii. replace the Vehicle with a similar vehicle of the same value provided that the amount of compensation shall not exceed the value of the Vehicle specified in the Schedule.

#### **4. Vehicle Value**

It is hereby acknowledged and agreed that the value of the vehicle declared (declared value) by the Insured and/or listed in the Schedule, is the Insured's own assessment of the value of the vehicle. In the event of damage covered by this Insurance Policy, the Company is not bound to accept the assessment of value declared by the Insured and will appoint an independent automotive assessor to determine the Market Value of the vehicle on the date of the accident. The report of the independent assessor is declared and it is agreed that it will be binding on both the Company and the Insured, regarding the value of the vehicle.

#### **5. Charges**

If to the knowledge of the Company the Vehicle is the subject of a hire purchase, financing, loan, lease agreement or debt guarantee, any payment in cash under this Section of the Policy shall be made to the owner or the creditor or the financier or the leaser, according to the provisions of the relevant legislation, whose receipt shall be a full and final discharge to the Company in respect of the loss or damage for which such payment has been made.

#### **6. Removal of the Vehicle after the Accident**

If the Vehicle is disabled by reason of loss or damage covered under this Section of the Policy, the Company will bear the cost of removal to a repairer within the Insured's district, with a maximum limit of liability of €150.

#### **7. 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 Vehicle as follows:

<b>Soft-top Vehicle</b>	<b>% of replacement cost</b>
Up to 2 year	80
Up to 3 years	70
From 4 years	60
Over 5 years	50

#### **8. Insured's obligation for immediate notification**

It is a prerequisite that, in order for the Insured to be entitled to cover under Section 1 (Insurance of the Vehicle), he/she must immediately alert

the Roadside Assistance/Accident Care as soon as the accident occurs providing them with all the necessary help and information in order to investigate the accident.

### **9. Underinsurance Clause**

If the Insured Vehicle at the time of any Damage or Loss, is of a total value higher than the Insured amount as indicated in the Schedule, then the Insured will be liable for part of the Damage or Loss that corresponds directly to the corresponding amount of underinsurance.

## **EXCEPTIONS TO SECTION 1**

The Company shall not be liable for:

- (a) consequential loss
- (b) depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage
- (c) damage to the tires, elastic parts, fabric, leather, wooden or glass parts, unless damage is also caused to other parts of the Vehicle at the same time, as a result of an accident
- (d) damage caused by overloading or strain of the Vehicle
- (e) loss or damage to accessories or spare parts caused by theft or attempted theft unless the Vehicle is stolen at the same time. This exception operates only in relation to insurance provided to motorcycles and Trade policies.
- (f) loss or damage to accessories or spare parts or mechanical modifications made to the Vehicle that are not included in the manufacturer's specifications on the date of manufacture of the Vehicle
- (g) loss or damage caused on the Vehicle by objects transported therein
- (h) a claim submitted by an assignee if the Insurance Policy has ceased to apply.

## **SECTION 2 - LIABILITY TO THIRD PARTY**

### **1. Indemnity to the Insured and Other Persons in Cyprus**

The Company will, subject to the Limits of Liability and the Competent Jurisdiction clause, indemnify the Insured or any Authorized Driver against all sums including the claimant's costs, interest and expenses, which the Insured or any Authorized Driver shall become legally liable to pay as a result of an accident caused by or arising out of the use of the Vehicle on a Road in Cyprus in respect of:

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

### **2. Indemnity to the Insured and other Persons outside Cyprus**

The Company will, subject to the Limits of Liability, indemnify the Insured or any Authorized Driver specified in the Schedule against all sums including the claimant's costs, interest and expenses, which the Insured or any Authorized Driver shall become legally liable to pay as a result of the use of the Vehicle in the territory of any State, outside Cyprus, which is a signatory party to the Multilateral Guarantee Agreement.

It is understood 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 vehicles which is in force in the State where the incident causing such a liability has

occurred.

### **3. Indemnity to Legal Personal Representatives**

In the event of the death of any person entitled to be indemnified under this Section, the Company will, in respect of the liability incurred by such person, indemnify his legal personal representatives under the terms and subject to the limitations that applied to such person before the time of his/her death.

### **4. Limits of Liability**

The Company's Limits of Liability under this Section of the Policy are:

- (a) Paragraph 1(a) as provided in the legislation
- (b) Paragraph 1(b) as provided in the legislation
- (c) Paragraph 1(c) as provided in the legislation
- (d) Paragraph 2- the limits of liability provided by the respective legislation that is applied on the territories of States mentioned in paragraph 2 of this Section.

### **5. Application of Limits of Liability**

The Company's liability under this Policy shall not exceed the Limits of Liability specified in paragraph 4 above.

In the event where indemnity is required to be provided as a result of the use of the Vehicle in the territory of any State, outside Cyprus, which is a signatory party to the Multilateral Guarantee Agreement, and the indemnity granted under this Policy is for a greater amount than the maximum amount envisaged under the respective legislation of the State where the incident giving rise to such liability has occurred, it is provided that the higher amount applies even though the incident has occurred outside Cyprus.

### **6. Representation and Defense**

The Company may, at its own expense and discretion:

- (a) arrange for representation at any inquest or at any accident inquiry for any death which may be the subject or indemnity under this Section
- (b) undertake the defense of its rights and/or legal interests in any legal proceedings before any Court of Law in respect of any act and/or alleged offence causing and/or relating to any event which may be the subject of indemnity under this Section.

### **7. Passenger Limitation**

In the event that cover is required as a result of the use of the Vehicle, and the Vehicle carries more than the number of passengers indicated on the Certificate and/or the Schedule, including the driver, the Insured and/or the driver shall repay the Company the ratable proportion of the claim, regarding the additional passengers, in relation to the number of passengers being carried.

### **8. Illegal Passengers**

In the event that the Company pays any amount by virtue of the provisions of the Law in respect of bodily injury to or death of any person who is carried in or upon the Vehicle with the consent of the Insured or the driver in defiance of any law or regulation, then the Insured and/or the driver shall repay this amount to the Company and the Company has the right to pursue the recovery of this amount from the Insured and/or the driver.

### **9. Competent Jurisdiction**

The Company shall not be liable to indemnify any person under this Policy in respect of judgements and/or injunctions which are not

delivered by a Court of competent jurisdiction in

- (a) the Republic of Cyprus
  - (b) a Member State of the EU where the accident occurred
- during any judicial proceedings for the payment of any amount in the form of compensation under paragraph 1 of this Policy, and the meaning of the term 'judgement' is the one attached to it by the Law.

## EXCEPTIONS TO SECTION 2

The Company shall not be liable:

- (a) under paragraphs 1 and 2 above to indemnify the Insured and any Authorised Driver:
  - i. unless such person shall observe, fulfill 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) in respect of damage to property being loaded or unloaded or carried in or upon the Vehicle
- (c) in respect of death or bodily injury or damage caused by or arising from the carriage of goods to the Vehicle for loading thereon or for the carriage of goods from the Vehicle for their discharge therefrom
- (d) in respect of damage to property belonging to or in the possession, custody or control of
  - i. the Insured
  - ii. any other person claiming to be indemnified under this Section of this Policy
  - iii. a family member of the same household as that of the Insured or of any family member of the same household as of any other person claiming to be indemnified under this Section of this Policy
- (e) to provide cover in respect of liability of Vehicle's passengers
- (f) in respect of liability of any person resulting from intentional or premeditated act, deed or omission which is considered as a criminal act under the Penal Code and which cannot be considered as an accidental event
- (g) in respect of liability for bodily injury to or death of or damage to property of any person who at the time of use of the Vehicle, which gave rise to such liability, was carried at his own free will in or upon such Vehicle, was entering or getting into the vehicle or alighting therefrom and such person knew or had reasons to believe that the Vehicle was stolen or was illegally held
- (h) in respect of damage to any disabled vehicle while being attached to the Vehicle
- (i) in respect of damage caused by vibration or by the weight of the Vehicle or of the load carried by the Vehicle to any bridge, weighbridge, flyover, road, or anything beneath them
- (j) in respect of liability for death or bodily injury arising out of and in the course of employment of any person employed by the Insured. It is presumed that this Policy provides cover for the liability for death or bodily injury to any person carried in or upon the Vehicle, getting into such vehicle or alighting therefrom and arising out of and in the course of such employment caused by or as a result of the Vehicle on a 'Road'.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

In the event of the payment by the Company of any amount by virtue of the provision of the Law for which the Company would not be liable to pay under the Terms of this Policy, the Insured and/or the driver shall

repay such amount plus legal interest and costs to the Company and the Company has the right to pursue the recovery of this amount from the Insured and/or the driver.

The Insured and/or the driver also undertake to repay the Company any amount paid by the Company by virtue of any agreement which is in force

- (a) between the Government of the Republic of Cyprus and the Insurers' Fund, or
- (b) between the Company and the abovementioned Fund, or
- (c) between the Company and all other Insurance Companies members of the Insurers' Fund, or
- (d) between the Cyprus International Insurance Bureau and any Foreign International Insurance Bureau, and which amount the Company would not otherwise be accountable and/or liable to pay under this Policy.

## LIMITATION OF ACTIONS

In case an action, brought 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 Limitation of Actions Law 2012 of the Civil Wrongs Law (CAP.148), the Vehicles (Third Party Liability Insurance) Law or any Law amending or substituting the same, the Company shall have no liability under this Section 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.

## SECTION 3 - GENERAL EXCEPTIONS

The Company shall not be liable:

1. in respect of any accident, loss, damage or liability caused, resulting or incurred
  - (a) outside the Geographical Area
  - (b) whilst the Vehicle, in respect of which cover under this insurance Policy is provided is
    - i. being used otherwise than in accordance with the Limitation as to Use
    - ii. being driven by any person other than an Authorized Driver
    - iii. in charge of any person other than an Authorized Driver for the purpose of being driven by him.
2. in respect of any accident, loss, damage or liability occasioned by or contributed to or traceable to or arising out of, directly or indirectly from or in connection with:
  - (a) strike, lock-out, riot, vandalism, civil commotion
  - (b) detention, confiscation, seizure of the Vehicle or any attempt thereat
  - (c) flood, typhoon, storm, thunderstorm, cyclone, tornado, volcanic eruption, earthquake, tidal wave, landslide, hail, rain, snow or other convulsion of nature and/or weather or by any other direct or indirect consequences of the convulsion of nature and/or weather.
  - (d) weapons, explosive material, atomic, or nuclear or chemical weapons
  - (e) abandoning of the vehicle
  - (f) the transportation of chemical or biological material or the transportation of flammable material such as petrol, oil, liquid gas cylinders etc.
  - (g) an intentional or malicious fire, arson, explosion or other intentional or malicious act of any form.
  - (h) the use of the Vehicle
    - i. in speed races or speed tests or vehicle races of any form and on any surface, organized officially or not

- ii. for committing criminal offenses
- 3. to provide cover or indemnity under this Policy against any loss, damage or liability caused or occurred to or by the Vehicle, or any machine that forms part of it, whilst this is being used as a machinery or tool
- 4. in respect of any liability, accident, loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss that is directly or indirectly caused by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion or ignition shall include any self-sustaining process of nuclear or atomic fission.
- 5. in respect of any liability of the insured or any driver resulting from intentional or premeditated act, deed or omission which cannot be considered as an accidental event.
- 6. in respect of death, incapacity, loss, damage, destruction, or any legal liability, costs and expenses, including consequential damage of any kind which is caused directly or indirectly, or arising out of or in connection to the following, irrespective of any other contributing cause of damage, whether these occurred simultaneously or by any order:
  - (a) war, whether declared or not, hostilities, invasion, civil war, strike, stoppage, riot, order, civil commotion, any war or military action or operation, military movements or exercises, uprising, revolt, rebellion, seizure of power, conflict of military or police forces, countries or international organizations or any combination of the above
  - (b) any terrorist attack.

For the purposes of this exception, terrorist act means any action including, but not limited to, the use of force of persons and/or biological and/or chemical weapons, weapons of mass destruction or the destruction, interruption or subversion of telecommunication or computer systems or their infrastructure and/or their contents, sabotage or the use of any means to cause or intent to cause harm of any nature including, among other things, nuclear radioactivity and/or contamination from chemical and/or biological substances and/or threat of any of the above actions by any person or group of persons who either act individually or on behalf or in connection with any organization or organizations or government or governments, committed for political, religious, ideological, nationalistic or other similar purposes or reasons including the intention to influence any government and/or intimidate the public or any part of it.

The insurance Policy also exempts loss or damage, cost or expense of any nature or form that is caused directly or indirectly or that arises in relation to any measure or action taken or exercised with the purpose to control, prevent or repress by any means anything which is related to (a) and (b) above.

- 7. in respect of any liability which arises by virtue of any agreement but which would not have arisen in the absence of such agreement.
- 8. in respect of any sum which any person claiming to be indemnified would have been entitled to recover from any party, but that person did not exercise such right of entitlement due to an agreement between the person claiming to be indemnified and any other party.
- 9. to provide cover
  - (a) to the driver
    - i. if driving under the influence of medication or substances and/or drugs and/or alcohol that is beyond the limit permitted by the relevant legislation
    - ii. if, in the case of a check, the driver refused or failed to provide a specimen of breath or blood for verifying the quantity of alcohol

- in his breath or blood or declined to give saliva sample for laboratory drugs and/or other substances test
- (b) to the insured, if he knew or ought to have known that the driver has been driving under the influence of medication and/or drugs and/or alcohol, and that proportion of alcohol in his breath or blood has been over the limit prescribed by the relevant legislation.
10. to provide cover
- (a) to the driver who is the holder of a learner's driving license and he is not accompanied by a person who is a holder of a regular driving license, according to the provisions of the relevant legislation, for the type of Vehicle that is being driven, and without having the attached plate 'L' in accordance with the provisions of the learner's driving license, and
- (b) to the insured, if he knew or ought to have known that the driver who is the holder of a learner's driving license drives the Vehicle without complying with (a) above or consents to such driving.
11. in respect of any accident or incident that may cause a claim and is not reported within 24 hours to the police as well as immediately or no later than 7 days of the date and time of the accident to the Company. The report should be made in writing and be accompanied by all the information relating to the accident or incident.
12. in respect of a Vehicle that, at the time of the accident, did not have a valid MOT certificate, within the meaning of the Law.
13. In the event that the Company rejects any claim in respect to the subsections above, the person claiming to be indemnified has the burden of proof that any loss or damage he sustained was not caused or in any way connected with and/or contributed to any of the abovementioned events.
14. In respect of a vehicle whose registration has been temporarily or permanently revoked by the Department of Road Transport and whose use is prohibited at the time of the accident.

## SECTION 4 - GENERAL CONDITIONS

### 1. Interpretation

This document, the Schedule, the Proposal and the Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached to shall bear such specific meaning wherever it may appear. The Policy is issued in the Greek language with an English translation for information purposes of those policyholders who do not speak Greek. In the event of any dispute between the Greek and English text, the Greek text has legal effect and shall prevail.

### 2. Obligations of the Insured

- (a) Fulfillment: The due observance and fulfillment of the terms of this Policy in so far as they can relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified, the truth of the answers and declarations made in the Proposal at the time of effecting the insurance and the payment of the premium specified in the Schedule shall be conditions precedent to any liability of the Company to make any payment under this Policy.

In the event that the above requirements are not fulfilled by the Insured, or if the Insured, in the conclusion of the insurance contract, makes any false or fraudulent or misleading statements, the Company shall have the right to refuse cover and/or request cancellation of the contract ab initio and/or recover from the Insured, any amount it has

been asked to pay under this Policy.

- (b) Written Notice: Every notice or communication given or made under this Policy shall be valid only if it is delivered in writing to the local headquarters of the Company.
- (c) Change of circumstances: The Insured undertakes the obligation to notify the Company, in writing and without delay, of any changes or alterations in respect to anything stated or declared in the Proposal or in any other statement. An indicative but not exhaustive list of examples includes the transfer of ownership of the Vehicle, the driving of the Vehicle by drivers who are not covered by the Policy, any changes in the use of the Vehicle, any mechanical modification of it, the reduction of its value in relation to the sum insured etc.

### **3. Protection Measures for the Vehicle**

The insured shall take all reasonable steps to safeguard the Vehicle from loss or damage and to maintain the Vehicle in good and roadworthy condition with a valid MOT certificate and the Company shall have at all times free and full access to examine the Vehicle or any part thereof.

In the event of any accident or breakdown, the Vehicle shall not be left unattended unless proper precautions to prevent further loss or damage are taken and if the Vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damage to the Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

### **4. Notification of Accidents**

In the event of any incident which might give rise to a claim under this Policy, the insured is obliged to

- (a) Immediately alert the Roadside Assistance/Accident Care and provide them with all the necessary help and information in order to investigate the accident and complete the relevant forms.
- (b) immediately notify the Police and cooperate with the Company, in the event of an accident, theft or other act constituting a criminal offense and which may give rise to a claim under this Policy.
- (c) arrive at the Company as soon as possible and, in any case, no later than seven days, giving full details of the incident.

### **5. Claims Procedure**

(a) The Insured, or any other person claiming to be indemnified is obliged to:

- i. provide the Company immediately with every letter, claim, writ, summons and pleadings of criminal and/or civil nature
- ii. notify the Company immediately after having knowledge of any impending criminal prosecution and/or inquest and/or actions and/or preliminary proceedings and/or accident inquiry in connection with any occurrence.
- iii. testify before a Criminal and/or Civil Court if that is deemed to be necessary by the Company.
- iv. not make any admission, offer, promise or payment without the written consent of the Company.

(b) The Company shall be entitled:

- i. at its own expense, if it so desires, to take over and conduct in the name of the Insured or any person claiming to be indemnified the defense or settlement of any claim or to prosecute in the name of the Insured or any person claiming to be indemnified, for its own benefit, any claim for indemnity or damages or otherwise.
- ii. to 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.

It is presumed that the Insured is bound to accept as reasonable and/or rational and/or fair any legal conciliation and/or arrangement and/or settlement of a claim that the Company has agreed to in order to safeguard its financial and/or other interests and it is expressly agreed that, in a recovery claim, the Insured will not be able to raise as a defense that such conciliation and/or arrangement and/or settlement was not reasonable and/or rational and/or fair under the circumstances.

If the Company proceeds to make any payment in settlement of any claim and such payment includes any amount not covered by this Policy, the Insured or any person claiming to be indemnified shall repay to the Company the amount not so covered.

## **6. Subrogation**

The Company, by compensating the Insured under Section 1 of the Policy, is subrogated to all of his rights against third parties who are responsible for the damage. The Company may use the Insured's name to the extent necessary, effectively to exercise all its legal rights and/or promote its legitimate claims at its own expense and the Insured will provide any necessary assistance reasonably required from him in connection with any legal proceedings.

## **7. Other Insurance**

If at the time that any claim arises under this Policy there is any other insurance covering the whole or part of the same loss, damage or liability, the Company will only be liable to pay for the ratable proportion of such loss, damage or indemnity that has not been covered by the other insurance policy. Provided always that nothing in this condition shall impose on the Company any liability from which but from this condition it could have been relieved under Exception (a)(ii) of Section 2 of this Policy.

## **8. Policy Cancellation**

(a) By the Company:

The Company may cancel this Policy at any time by sending seven days' notice by registered letter to the Insured, at the address shown in the Proposal or to any other address that has been communicated in writing, other than the initial address stated. In this case the Company returns to the Insured the pro rata portion of the unearned premium.

(b) By the Insured:

The Insured has the right to cancel this Policy at any time by sending seven days' notice and returning the Schedule and the Certificate of Insurance on or before the date of cancellation. In case that a claim has arisen during the current Period of Insurance, the whole of the premium will be considered as earned and the Company has the right to withhold and/or claim it. In case that no claim has arisen during the current Period of Insurance, the Company has the right to withhold the earned premium that is calculated at the Company's short period rates for the Period of Insurance that the Policy has been in force as follows:

(c) Automatic Cancellation:

- i. the insurance provided under this contract ceases to apply in the event of a transfer or transfer agreement of the Vehicle and the contract becomes automatically void.
- ii. in the event that the Vehicle is considered to be a total loss, the Policy is automatically canceled and the Insured is not entitled to the reimbursement of any premium paid.

Within 48 hours of the effectiveness of the cancellation, the Insured should return to the Company the Schedule and Certificate of Insurance as well as any copies thereof, or if any of the aforesaid documents have been lost or destroyed, the Insured should send to the Company an affidavit with respect to such loss or destruction.

### **9. Loss of the Certificate of Insurance**

This Insurance Policy will not have an effect and no claim will be payable if the liability of the Company arises from the use of a lost or stolen or cancelled or expired or forged Certificate of Insurance.

### **10. MOT Certificate**

This Insurance Policy will not have an effect and no claim will be payable if the Vehicle does not have a valid MOT Certificate, in accordance with the provisions of the applicable legislation.

### **11. Road Tax License**

This Insurance Policy will not have an effect and no claim will be payable if the Vehicle does not have a valid Road Tax License, in accordance with the provisions of the applicable legislation.

### **12. Arbitration**

All disputes arising between the contracting parties as a result of or in connection with this Policy are referred for a decision by an Arbitrator who is appointed in writing by the disputing parties.

In the event that the two parties do not agree on one Arbitrator, the dispute shall be referred for a decision by two arbitrators, each of whom shall be appointed in writing by each party, within a month after either party has requested this in writing.

In the event that the arbitrators disagree, the dispute shall be referred for a decision by an Umpire, appointed in writing by the two initial arbitrators before the commencement of such referral.

The Umpire sits with the Arbitrators and presides over the meetings and an arbitration award is a prerequisite for any right of action against the company.

In the event that the Company denies liability in respect of any claim under this policy and such claim has not been referred to Arbitration under the terms of this clause within twelve calendar months of the date of notification of the denial of liability, the claim is deemed to be abandoned and is not payable under this Policy.

### **Note:**

The Insured is obliged to comply with all of the above conditions of the Insurance Policy and in the event that the Company is asked to pay any amount due to the non-conformance and non-compliance with any terms by the Insured, the latter becomes personally liable for any such amount

paid by the Company, and the Company retains its right of recovery of such amount from the Insured himself.

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**P016 PASSENGER LIABILITY**

**23**

The following Additional Clauses shall be operative and be deemed to be incorporated in and form part of this Policy only if they are referred to in the Schedule. All the terms, conditions and exceptions of this Policy also apply to Additional Clauses.

**D001 DRIVING OF ANY OTHER CAR**

It is hereby declared and agreed that the indemnity provided under Section 2 of this Policy is extended to cover the driving by the Insured of any vehicle, which is normally based in Cyprus and provided that this vehicle is driven instead of the Vehicle, within Cyprus.

The cover under this Additional Clause shall be of no effect and the Insured is not covered:

- (a) when driving a vehicle belonging to him/her or to his/her spouse or to his/her children (provided that the spouse and/or children live under the same roof), or to his/her partner, or to his/her employer and to legal or natural persons that the Insured has a contractual relationship with
- (b) when driving a rented vehicle or vehicle hired under a hire purchase agreement, whether under a rental or non-rental agreement, or a public vehicle under contract or not
- (c) when driving a vehicle in respect of which there is an insurance policy in force which covers him/her for Third Party Liability.
- (d) when driving a vehicle that does not maintain Third Party Insurance.
- (e) when driving a vehicle of different type, category, use and specifications with the Vehicle specified in the Schedule
- (f) when driving a vehicle that exceeds by 500 cubic centimeters the capacity of the Vehicle's engine.

**D002 DRIVING OF THE VEHICLE BY ANY DRIVER**

It is hereby declared and agreed that the indemnity provided under Section 2 of this Policy is extended to cover the driving of the Vehicle by any driver (in addition to the drivers specified in the Policy and approved by the company) provided that the driver fulfills the following conditions:

- (a) holds, for at least 5 years, a driving license (other than a learner's license) to drive a vehicle of the same category and type as the Vehicle
- (b) has not caused a traffic accident in the last three years
- (c) does not suffer of any disability
- (d) has not been convicted for negligent driving

**D003 DRIVING OF THE VEHICLE BY ANY DRIVER WITHOUT RESTRICTIONS**

It is hereby declared and agreed that the indemnity provided under Section 2 of this Policy is extended to cover the driving of the Vehicle by any driver who is a holder of a Cypriot driving license, including the holder of a learner's driving license.

In the event that the Vehicle is driven by a driver who is a holder of a learner's driving license, it is declared and agreed that the Additional Clause on Learner Drivers apply.

**D004 EXCLUSION OF DRIVING OTHER CARS**

It is hereby declared and agreed that this Policy does not cover the driving by the Insured of any other Vehicle.

**P001 FLOOD, STORM**

It is hereby declared and agreed that the indemnity provided under

Section 2 of this Policy is extended to cover damage that may be caused to the Vehicle by flood and/or storm.

In the event that the Company is asked to indemnify under a claim for damage due to flood and/or hurricane, the excess will be either 1% of the value of the vehicle or the excess amount specified in the Insurance Policy, whichever is higher.

Flood means overflowing large amounts of water beyond the boundaries where it is usually limited, located or flowing and which causes large-scale general disasters.

Storm means the sudden turbulence of the atmosphere which causes strong winds of power of at least 6 in the Beaufort scale which may be accompanied by rain, thunder, lightning, hail or snow.

#### **P004 MALICIOUS DAMAGE**

It is hereby declared and agreed that the indemnity provided under Section 2 of this Policy is extended to cover damage that may be caused to the Vehicle by an intentional or malicious damage, malicious fire, arson, and explosion. This extension does not cover direct or indirect damage or consequential loss of any form to third parties that may be the result of the above malicious damage, arson or explosion of the Vehicle.

In the event that the Company is asked to indemnify under such claim, the excess will be the one specified on the Schedule of this Insurance Policy.

Malicious damage on the Vehicle will not be payable where the provisions of General Exception 5 of Section 3 of this Insurance Policy apply.

#### **P005 EXCLUSION OF COVER OF SOFT-SOP OF VEHICLE**

It is hereby declared and agreed that, the Company will not be liable to indemnify the damage that may be caused to the soft-top of the Vehicle, irrespective of the cause of the damage.

#### **D005 LEARNER DRIVER**

It is hereby declared and agreed that the indemnity provided under this Policy is extended to cover the driving of the Vehicle by a driver who is a holder of a learner's license, as long this Policy allows it and provided that he/she will be at all times accompanied by an experienced driver who:

- (a) holds, for at least five years, a driving license (other than a learner's license) for vehicles of the same category and type as the Vehicle
- (b) has not caused a traffic accident in the last three years
- (c) does not suffer of any disability
- (d) has not been convicted for negligent driving

#### **P007 NO CLAIM DISCOUNT PROTECTION**

It is hereby declared and agreed that, upon renewal of the Policy and in the case that a claim has been submitted, the No Claim Discount will not be affected when calculating the annual premium in respect to the Vehicle.

This Additional Clause will not have any effect in the event that the Company is asked to pay a claim that is included in the table below and/or a second claim has been submitted within the same insurance year.

Sum Insured	Claim Estimated
Up to €20,000	More than € 5,000
More than €20,000	More than € 8,000

**P008 WINDSCREEN COVER**

It is hereby declared and agreed that, in the event of breakage of the windscreen and/or window glass of the Vehicle and provided that there is no further damage to it or the damage was done during repair work on the vehicle, the Company shall indemnify the Insured up to the amount specified in the Schedule, which will constitute the maximum total amount of cover for each Insurance Period, or for the cost of replacement of the windscreen, whichever is the smallest.

In case of any payment being made under this Additional Clause, the Excess shall not be taken into account and the No Claim Discount will not be affected

**P009 LIMITATION OF COVER TO THIRD PARTY LIABILITY ONLY**

It is hereby declared and agreed that Section 1 of this Policy is invalid and will not apply whilst the Vehicle is being driven by or is in charge for that purpose of any Young and/or Inexperienced driver. This insurance cover only applies to Section 2 of this Policy.

**P010 CANCELLATION OF SECTION 2**

It is hereby declared and agreed that Section 2 of this Insurance Policy is invalid. The insurance cover only applies to Section 1 of this Policy.

**P011 ASSIGNMENT**

It is hereby declared and agreed that all rights under this Policy are assigned to the natural or legal person specified in the Schedule.

**M002 ROAD ASSISTANCE**

It is hereby declared and agreed that the insurance cover is extended to provide Road Assistance services through a recognized company established in Cyprus. These services shall be provided in accordance with the terms and restrictions contained in the contract of the specified company to its clients.

It is understood that the Company shall not be responsible in respect of any obligations undertaken by the Road Assistance company towards the Insured.

**M002A ACCIDENT CARE**

It is hereby declared and agreed that the insurance cover is extended to provide Accident Care services which include direct telephone service, visit and guidance at the scene of the accident, taking of photographs and gathering of evidence and information.

It is understood that the Company shall not be responsible in respect of any obligations undertaken by the Accident Care company towards the Insured.

**M003 TRADE COVER**

It is hereby declared and agreed that this Policy is extended to cover any Vehicle used for Trade and provided that this is not the property of the Insured (except in the event that the Insured is a legal entity), his/her partner, employer, spouse or any other person living under the same roof with the Insured or was hired under a hire purchase agreement or otherwise by the Insured or any other person mentioned above. This Insurance Policy does not cover the use of the Vehicle for social, domestic and recreation purposes.

**M003A TRADE AND RECREATION PURPOSES COVER**

As M003. The Paragraph 'This Policy does not cover the use of the Vehicle for social, domestic or recreation purposes' is replaced with 'the Policy does not cover the use of the Vehicle for social, domestic and

recreation purposes by inexperienced drivers'.

### **P012 GOODS IN TRANSIT**

It is hereby declared and agreed that this Policy is extended to cover goods owned by the Insured or goods for which the Insured is legally responsible, while these are being transported by the Vehicle. Coverage is limited to damage or loss of the goods caused by fire, overturning of the vehicle or collision with another vehicle.

The maximum value of the goods covered by this Additional Clause will be the value indicated in the Schedule.

Goods for which there is no relevant waybill are not covered.

This Additional Act excludes the breakage or smashing of glass of any kind.

The insured agrees that the vehicle will always be protected and locked when it is stationary or parked.

In the case of a claim, an excess of 10% of the value of the goods will apply.

### **M004 LOSS OF USE**

It is hereby declared and agreed that in the event of a claim being submitted under Section 1 of this Policy, the Company shall indemnify the Insured for the daily amount indicated in the Schedule, for the period that the car is required to remain in a garage for the completion of the necessary repairs that the assessor of the Company has specified.

Such period shall be limited to the actual number of days required to complete such repairs and shall not exceed 18 working days, however, the period of time required to obtain any parts shall not be taken into account.

This Additional Clause will not apply to a second claim for the same Insurance year and/or in the case of total loss of the Vehicle.

In the event that a third party is liable for the damage, the insured agrees that any sums recovered will belong to the company.

### **M005 USE OF THE VEHICLE AS A TOOL**

It is hereby declared and agreed that the General Exception 3 of Section 3 of this Policy is deleted.

The damage will only be covered if the Vehicle is insured by comprehensive coverage.

### **D006 DRIVING SCHOOLS**

It is hereby declared and agreed that this Policy is extended to cover the use of the Vehicle for driving lessons of drivers with a learner's driving license, and while the vehicle is driven by any such learner driver, he/she shall be accompanied by either an approved and licensed instructor or by any official examiner.

The approved and licensed instructor must either be the Insured or an employee of the Insured and shall be indicated in the Schedule.

This Additional Clause does not cover the driving lessons of drivers that do not hold a learner's license for the type of vehicle that is being insured.

### **P013 PERSONAL ACCIDENT TO THE INSURED**

It is hereby declared and agreed that, in case that the Insured sustains bodily injury caused by an accident while driving the Vehicle which results in his death or permanent disability as described in the table below within twelve months from the date of the accident, the Company shall pay or indemnify the beneficiaries for the percentage of the insured

amount as follows:

Death	100%
Permanent disablement from performing any and every kind of business or occupation	100%
Total and irrecoverable loss of sight in both eyes	100%
Total and irrecoverable loss of both hands or both feet or of one hand together with one foot	100%
Total loss of sight in one eye and Total and Irrecoverable loss of one hand or one foot	100%
Total and irrecoverable loss of hearing in both ears	100%
Total and irrecoverable loss of forearm	75%
Total and Irrecoverable loss of thigh	75%
Total and Irrecoverable loss of speech	50%
Total and Irrecoverable loss of sight to one eye	50%
Total and Irrecoverable loss of one hand or one foot	50%
Total and Irrecoverable loss of thumb (2 phalanges)	25%

The total amount payable for any one event under the above shall not in any case exceed the insured amount indicated in the Schedule.

'Total and Irrecoverable Loss' of limb means the amputation and severance of the limb from the body.

'Loss of hand' means the amputation of the hand from the wrist.

'Loss of foot' means the amputation of the foot from the ankle.

The above coverage is subject to the following conditions:

1. The Company shall not be liable under this Additional Clause if the Insured is under 18 or over the age of 65.
2. No compensation or benefit shall be payable in respect of or which is directly or indirectly wholly or in part the result of:
  - i. intentional self-injury, suicide or attempted suicide, physical defect or infirmity.
  - ii. an accident caused or resulting or occurring whilst such person was under the influence of alcohol or medication or drugs.

#### **P014 NO CLAIM DISCOUNT PROTECTION**

It is hereby declared and agreed that upon renewal of the Policy and in the event that a claim has been submitted, the maximum discount on the premium provided by the Company in respect to the Vehicle, will not be affected.

This Additional Clause will not be in force in the event that the Company is asked to indemnify for a claim that exceeds €10.000 and/or in the event that a second claim has been submitted within the same insurance year.

#### **P015 REPLACEMENT OF THE VEHICLE WITH A NEW ONE**

It is hereby declared and agreed that in the case that the Insured

- (a) has owned the Vehicle from its first registration as new, and
- (b) has insured the Vehicle at its official selling price at such date of its registration, and within twelve months of such registration the vehicle is stolen and not recovered within three months or has suffered damage covered by the Policy and such damage results in the total

loss of the Vehicle (is deemed uneconomical to repair), the Company shall, if the Insured agrees, replace the Vehicle with a new of the same type and model provided that such vehicle is available in the Cyprus market.

In the event that such vehicle is not available in the Cyprus market, the Company shall pay the Insured the amount referred to in the Schedule as the Estimated Value of the Vehicle.

For the purposes of this Additional Clause, the official selling price is deemed to be the selling price of the dealer of the same type and model with the Vehicle.

It is understood that the term "theft" does not include theft of the Vehicle as a result of the Insured's own mistake and/or omission.

For the sole purposes of this Additional Clause, any term in the Policy stipulating that the Insured and/or any authorized driver will be liable for any amount specified in the Schedule or in any Additional Clause as a deductible amount, will not apply.

#### **P016 PASSENGER LIABILITY**

It is hereby declared and agreed that term (e), contained in the Exceptions of SECTION 2 of the Policy, is deleted and the insurance coverage is extended to provide cover in respect of liability of Vehicle's Passengers ( except the driver), if that person becomes legally liable to pay in respect of :

- (a) Death or Bodily Injury of any person
- (b) Damage to property

Assuming death or bodily injury or damage to property resulting from an accident caused by or in relation to the permitted use of the Vehicle on the road.

## PROCEDURE IN THE EVENT OF A COMPLAINT

The Company, in the course of its business and the continuous improvement of its services, aims to offer quick and quality service to its customers, especially with regards to the settlement of claims.

However, problems are likely to arise due to the large amount of claims that we handle on a daily basis. That's why we would like to be informed of any problem that may arise in order to serve you in the best way possible.

We assure you that Minerva Insurance will be next to you, to support you and offer you the highest level of service.

If you feel that the level of service we offer does not meet your requirements, you can inform us in the following ways:

- 1) In writing, through the Complaints Management Department, after completing the complaints form, which you can obtain from our Head office or local offices, and send it to us as follows:
  - (a) At the address indicated on the back of your Policy, or
  - (b) By fax at (+357) 22-515952
- 2) In person, in the Complaints Management Department, at the Company's Head Office or any local office of your preference.
- 3) Electronically on our website [www.minervacy.com](http://www.minervacy.com) via the 'Contact-Complaints' option or by e-mail at [info@minervacy.com](mailto:info@minervacy.com)
- 4) By phone, you can call us at (+357) 22-551616 or at (+357) 22-551742 during the Company's working hours.

After submitting your complaint:

- a) Within 2 working days of receipt of the complaint you will be notified in writing of such receipt, as well as of the commencement of an investigation.
- b) Within 15 days of receipt of the complaint, we will respond wherever possible, taking into account all the information on each complaint. Otherwise, we will notify you in writing of the reasons of delay before the expiration of the above deadline.

At the same time, we will inform you on the amount of time within which the examination of the complaint will be completed and we will request from you any evidence and information that is missing to complete the above examination.

We will notify you regarding our final response within no more than 30 working days, in addition to the original 15-day deadline.

ΕΠΙΚΟΙΝΩΝΗΣΤΕ ΜΑΖΙ ΜΑΣ

[info@minervacy.com](mailto:info@minervacy.com)



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ΕΝΗΜΕΡΩΘΕΙΤΕ ΣΤΟ

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