



Lumen
INSURANCE

MOTOR VEHICLE INSURANCE POLICY –
PRIVATE CAR



Prodrumou & Makriyiannis
Insurance Underwriting
Agencies & Consultants Ltd

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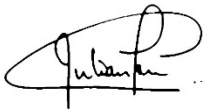
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PREAMBLE

Lumen Insurance and the Insured named in the schedule of this policy agree that:

- a. The proposal and declaration made by the Insured (including any additional or supplementary information supplied) shall be the basis of this contract and is deemed to be incorporated herein.
- b. The Insured has paid or agreed to pay the premium as consideration for such insurance.
- c. Lumen Insurance will subject to the terms, exceptions and conditions contained in this policy or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) provide insurance in accordance with the limits specified in the schedule during the period of insurance or any subsequent period for which Lumen Insurance shall accept the renewal premium.

Signed on behalf of Lumen Insurance the date stated in the schedule.

A handwritten signature in black ink, appearing to read 'Julian J Mamo', enclosed within a large, loopy, handwritten oval or scribble.

Julian J Mamo

Managing Director

For the sections of the policy applicable to this Insurance please refer to "Insurance Provided" in the policy schedule as amended by any endorsement.

Lumen Insurance, a trade name of GasanMamo Insurance Ltd (The Company) a general insurance company, regulated by the Malta Financial Services Authority operating in Cyprus through freedom of establishment represented by Agents and Attorneys Prodromou & Makriyiannis Insurance Underwriting Agencies and Consultants Ltd. Registered in Malta, Msida Road, Gzira GZR1405, Malta

Section 1 – Liability to Third Party

1. Indemnity to the Insured and other persons in Cyprus.

We will, subject to the limits of liability and the jurisdiction clause, insure you, against all sums including claimant's costs, interest and expenses, which you shall become legally liable to pay as a result of an accident caused by or arising out of the use of your car in respect of -

- (a) bodily injury or death of other persons;
- (b) emergency treatment to other persons;
- (c) damage to third party property.

2. Indemnity to the Insured and other persons outside Cyprus.

We will, subject to the Limits of Liability indemnify you against all sums including claimant's costs, interest and expenses which you shall become legally liable to pay as a result of the use of the car in any designated state.

We shall guarantee in each designated state the cover required by the law of that state or the cover required by the laws of Cyprus if that cover is higher.

3. Indemnity to Legal Personal Representatives.

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

4. Application of Limits of Liability.

The Company's liability under this section shall not exceed the limits of liability specified in the schedule.

In the event of any accident involving payments to more than one person insured under this section, any limitation by the terms of this policy or any endorsement on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

5. Representation and Defence

We may at our own judgement –

- a. arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this section.
- b. undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.
- c. We will only pay these legal fees if they arise from an accident that is covered under this policy.

6. Expenses.

We will pay all costs and expenses incurred with our written consent.

7. Passenger Limitation.

In the event of an accident occurring whilst your car is carrying a greater number of persons than that stated in the schedule, you shall repay us rateable proportion of the total amount pay by us in respect of such persons.

8. Illegal Passengers.

In the event where we pay 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 car with your consent in defiance of any law or regulation then you shall repay this amount to us and we shall have the right to pursue the recovery of this amount from you.

Jurisdiction Clause

The Company shall not be liable to indemnify any person under Section 1 - Liability to Third Party in respect of judgements which are not delivered by a Court of competent jurisdiction in Cyprus or a designated state during any judicial proceedings for the payment of any amount in the form of compensation under paragraph 1 of section 1, and the meaning of the term judgement is the one attached to it by the Law.

Exceptions to Section 1

We shall not pay for-

1. Any liability incurred by anyone entitled to protection under the liability section of any other insurance policy.
2. Death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to your car or for loading thereon or the taking away of any load from your car after unloading therefrom.
3. Any liability, accident, injury, loss or damage to any person who at the time of the use of car, which gave rise to the liability, was carried at his own free will in or upon such car, was entering or getting into the car or alighting therefrom and such person knew or had reasons to believe that the car was stolen or was illegally held;
4. In respect of loss or damage to any property being loaded or unloaded or carried in or on the car.
5. In respect of loss or damage to property belonging to or in the possession, custody or control of -
 - a. any person claiming to be indemnified under this policy; or
 - b. a member of the same household as any person claiming to be indemnified under this policy.

6. In respect of loss or damage to any disabled mechanically propelled motor vehicle or trailer attached to any car in respect of which indemnity is provided by this policy.
7. In respect of liability for bodily injury to or death of any person arising as a result and in the course of his employment by the insured, when such liability is covered under a policy issued in accordance with the Employers' Liability Compulsory Insurance Law.
8. Loss, damage, injury or death occurring whilst your car is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by legislation.
9. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by legislation. For the purpose of this exclusion pollution or contamination shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Avoidance of certain terms and right of recovery

In the event we pay any amount by virtue of the provisions of the Law for which we would not be liable to pay under the terms of this policy, you shall repay such amount to the us and we shall have the right to pursue the recovery of this amount from you.

You also undertake to repay to us any amount which would have paid by virtue of any agreement, being an agreement which is in force -

- a. between the Government of Cyprus and the Motor Insurers' Fund; or
- b. between us and the above-mentioned Fund; or
- c. between us and all other companies members of the Motor Insurers' Fund; or
- d. between the Cyprus International Insurance Bureau and any Foreign International Insurance Bureau,

and which amount we would not otherwise be liable to pay under this policy.

Limitations of Actions

In case of an action, instituted against you, in relation to an event that we would otherwise be liable to cover under this section, has been statute barred vis á vis the Company by virtue of the Provisions of the Law, we shall have no liability under this section for the payment of any amount to you irrespective of whether you have paid any amount or not.

Section 2 – Insurance of your car

1. Loss or Damage.

We will indemnify you against loss or damage to your car and its accessories and spare parts whilst thereon.

At our own option we may either:

- pay in cash the amount of the loss or damage; or
- pay for your car to be repaired; or
- Replace your car.

The same cover also applies to accessories and spare parts relating to your car which fall within the maximum amount payable.

The maximum amount we will pay will be the market value of your car but not exceeding your estimate of value shown in our records. It is agreed that in any dispute over the market value of your car, it will be your exclusive responsibility to prove that the market value of your car at the time of the loss was higher than that established by us.

We may decide to repair your car with parts which may have not been made by the manufacturer of your car but which are of a similar standard.

If any accessories or spare parts required for the repair of your car are not available from the stocks held in the country in which it is being held for repair, we will have the option to pay in cash the cost of such accessories or parts limited to:

- the price quoted in the latest available catalogue or price list issued by the manufacturer or his agents for the country in which your car is held for repair. If no such catalogue or price list exists the price last obtaining at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which your car is held for repair and the amount of the relative import duty; and
- the reasonable cost of fitting such accessories or parts.

New car concession

In the case the insured is the first owner of the motor vehicle and such vehicle is brand new at the inception of this policy, and the vehicle has been insured for its listed price on the date registered, should it get stolen within 12 months from its registration and cannot be recovered within three months, or suffers loss or damage covered under this policy which exceeds 60% of its official selling price on the date of the damage, we will replace the vehicle with a new one of the same type and model provided that this is available in the Cyprus Market.

If you choose to use such concession, your lost or damaged car will then belong to us.

Should we decide to pay in cash, we will pay the insured the amount of the official list price of the vehicle on the date of the loss but limited by the amount shown on the policy schedule.

2. Hire Purchase Agreement or Mortgage.

If to the knowledge your car or the car's battery or batteries are subject to a hire purchase or leasing agreement or of a pledge for security purposes any payment in cash under this policy shall be made to the owner described in the hire purchase agreement or to the registered creditor whose receipt shall be a full and final discharge to us in respect of such loss or damage.

3. Protection and Removal after Accident.

If your car is disabled through loss or damage insured under this policy, we will subject to the limits of liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

4. Authority to Repair.

You may authorise the repair of your car necessitated by damage for which we may be liable under this policy provided that:

- a. the estimated cost of such repair does not exceed the Authorised Repair Limit stated on the schedule; and
- b. a detailed estimate of the cost is forwarded to us without delay.

5. If your car cannot be repaired in Cyprus

We will have the option to pay in cash for the cost of repairs. This cost will be estimated by us, taking into consideration the cost of any accessories and/or spare parts that need to be replaced, the workmanship hours needed to carry out the necessary repairs in accordance with the repair method approved by the motor vehicle's manufacturer, using the hourly rate paid out to the repair facility in Cyprus approved by the motor vehicle's manufacturer. In the absence of such a facility, the workmanship rate paid to a repair facility in Cyprus approved by other similar motor vehicle manufacturers will be used.

Exceptions to Section 2

Your policy does not cover the following-

1. Consequential loss.
2. Loss of use, depreciation (whether due to an accident or not), wear and tear, deterioration or any loss or damage which happens gradually.
3. Mechanical, electrical, electronic or computer breakdowns failures or breakages, computer equipment failure or malfunction.
4. Damage to tyres unless damage is caused to other parts of the car at the same time.
5. Damage caused by overloading or strain.

6. Loss of or damage to accessories or spare parts by theft or attempted theft unless your car is stolen at the same time.
7. Loss or damage arising from theft or attempted theft whilst:
 - a. your car is unlocked
 - b. your car windows are open
 - c. your car sun roof is left open or unlocked;
 - d. your car removable roof panel is not attached and locked;
 - e. your car convertible roof or hood is not secured and locked;
 - f. your car Ignition keys or devices used to gain entry or to operate your car
 - g. have been left in or on the car
 - h. your car has been left unattended with the engine running when there is no-one in it.
8. The amount of excess specified in the schedule being the first portion of the amount otherwise payable under this section of the policy.
9. Any part of a repair or replacement which improves your car beyond its condition before the loss or damage took place
10. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
11. Deliberate damage caused by anyone insured under this policy
12. Loss of value following repair.
13. Loss of or damage to audio-visual equipment (other than factory-fitted equipment), portable GPS navigation devices and mobile telephones
14. Loss of use or other indirect costs such as travel costs or loss of earnings.
15. Loss or damage to any trailer or vehicle, or their contents, while being towed by your car.
16. Storage costs incurred while the car is awaiting the commencement of repairs.
17. Loss or damage to your car where possession is obtained by trickery (fraud) or deception
18. Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public Authority
19. Loss or damage from incorrectly fuelling your car
20. Loss or damage caused by insects or vermin

SECTION 3 – MEDICAL EXPENSES

We will, subject to the limits of liability, pay to you the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by you or an authorised driver as the direct and immediate result of an accident to the Motor Vehicle.

GENERAL EXCEPTIONS

Your policy does not cover the following:

1. Any accident, loss, damage or liability caused sustained or incurred outside the territorial limits;
2. Any claim if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if they can claim under another policy.
3. Any liability, accident, injury, loss or damage while any car insured under this policy is being:
 - a. used otherwise than for the purposes described under the 'Limitations as to Use' section of your certificate of motor insurance and/or policy schedule; or
 - b. driven by or is in the charge of any person to whom your car has been hired; or
 - c. driven by or is in the charge of any person other than as described under the section of your certificate of motor insurance and/or policy schedule headed 'authorised drivers'; or
 - d. driven by or is in the charge of any person including you unless the driver holds or has held a licence to drive the car insured and is not disqualified from holding or obtaining such a licence or is not complying with the terms and conditions on their licence; or
 - e. driven by or is in the charge of any person including you if at the time of driving the driver:
 - is found to be over the limit prescribed by law for alcohol; or
 - is driving whilst unfit through drink or drugs, except for drugs taken under medical supervision and not for the treatment of drug addiction; or fails to provide a sample of breath, blood or urine when required to do so without lawful reason.

We will not withdraw this cover:

- a. while your car is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or of a hotel or restaurant or car parking service or car valeting service.
 - b. If the liability, loss or damage was caused as a result of theft.
4. Any accident, death, disability, injury, loss, damage or any legal liabilities, cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with –
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military or usurped power; or
 - b. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.

For the purpose of this policy an act of terrorism means the use of threat of force, violence and/or harm or damage to life or to property including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and/or to put the public or any section of the public in fear.
 - c. Detention, seizure, confiscation or any attempt thereat; or
 - d. Any consequence of civil commotion assuming the proportions of or amounting to a popular rising
 - e. Loss, destruction or damage to any property whatsoever, any loss or expense whatsoever, any consequential loss whatsoever, any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.
6. In respect of any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
7. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from asbestos or any materials containing asbestos of any form or quantity.
8. Any liability, accident, injury, loss or damage arising as a result of the insured vehicle being used for racing, pacemaking, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.

9. Any liability, accident, injury loss or damage caused by the use of the insured vehicle as a weapon with the intent to cause loss, damage or injury to any person.
10. Any liability to pay any claim or any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.
11. Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried in your car exceeds the number indicated in your policy schedule.
12. Any liability, accident, injury, loss or damage in respect of your car in relation to which you have entered into any contract of sale or purported contract of sale whether this transaction constitutes a valid contract or not or would have constituted a valid contract but for the failure to comply with the provisions of any legislation applicable to the sale of cars.
13. Any liability, accident, injury, loss or damage if at the time of the accident the car was involved in the carriage of hazardous goods other than Liquefied Petroleum Gas (LPG) cylinders up to 50kgs in total
14. Any liability, accident, injury loss or damage if your car:
 - a. Is not registered in Cyprus unless it is in the process of being registered
 - b. is not normally based in Cyprus
 - c. has been previously certified as unable to be repaired by an approved motor surveyor or other expert unless you are able to present satisfactory evidence that the car was repaired and made roadworthy.
15. Any liability of a person resulting from intentional or premeditated act, deed or omission which constitutes a criminal offence according to the Criminal Code and which cannot be considered as an accidental event
16. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease. Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and;

- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and;
 - the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare, or property damage.
17. Any liability, accident, injury, loss or damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident. This includes any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data shall not be recoverable under this policy, nor be considered as physical loss or damage for the purposes of this exclusion.

A Cyber act means any unauthorised malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Computer system means any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

DEFINITIONS:

Accessories

Additional or supplementary parts of your car not directly related to its function as a vehicle which however must form an integral part of the vehicle. These will include audio and other in-car entertainment equipment and satellite navigation systems fitted by the vehicle manufacturer. Mobile phones and child seats are not included within this definition. Where your car is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings. The maximum value insured is of €600.

Certificate of Motor Insurance

The document that you must have as proof that you have the motor insurance necessary to comply with the law.

The certificate does not, however, indicate the full policy cover and for this you need to refer to this policy document. Wherever the expression certificate of motor insurance is used in this contract, it means the certificate which from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

Claim

A claim against the policyholder or against any person entitled to indemnity under the policy for damages that are required to be covered by legislation, the Protection and Compensation Fund Regulations (including any agreement between insurers drawn up as a result of these regulations) or any other law in force in Malta, notwithstanding that the policyholder or such other person has failed to give notice of such event to the insurer. Each and every loss shall be considered as a separate claim under the policy.

Designated state

Designated states include all member states of the European Union, members of the European Economic Area (EEA), Switzerland, Andorra, San Marino, Vatican City and signatories to Section III of the Internal Regulations of the Council of Bureaux.

Endorsement

Changes in the terms of your policy. Endorsements are subject otherwise to all existing policy exceptions and conditions (applicable endorsements are shown in your policy schedule).

Excess

The amount you will have to pay towards each and every loss for which there is a claim. The excesses are shown in this policy, on your policy schedule or by endorsement. The highest excess will apply.

Fire

Fire, lightning or explosion

Green Card

A document required by certain countries to provide proof that you have the minimum insurance cover required by law to drive in that country.

Hazardous Goods

- high explosives such as nitro-glycerine, dynamite or any other similar explosive;
- pyrotechnic materials;
- bulk supplies of liquefied petroleum or gasoline;
- gases or chemicals in liquid, compressed, or gaseous form other than liquefied petroleum gas cylinders up to 25kgs.

Market Value

The cost of replacing your car with one of similar type, age and condition.

Period of Insurance

The period of time covered by this policy as shown in the policy schedule.

Cyprus

The Republic of Cyprus including any recognised sea passage within the Republic.

Policy Schedule

The document containing details of you, your car and the insurance protection provided to you. The policy schedule shows who can drive your car and what purposes it can be used for and any applicable endorsements.

Territorial Limits

Cyprus or another country as may be extended by endorsement.

Theft

Theft or attempted theft.

Trailer

Any form of trailer, caravan or any disabled mechanically propelled motor vehicle which is capable of being towed by your car.

Your Car/Motor Vehicle

The car described in the policy schedule belonging to you and designed for use on a public road.

The Insured/You/Your/Policyholder

The person or persons described as the insured in the policy schedule.

The Insurer/We/Us/Our/The Company/Lumen Insurance

Lumen Insurance, a trade name of GasanMamo Insurance Ltd a general insurance company, regulated by the Malta Financial Services Authority operating in Cyprus through freedom of establishment represented by Agents and Attorneys Prodromou & Makriyiannis Insurance Underwriting Agencies and Consultants Ltd. Registered in Malta, Msida Road, Gzira GZR1405, Malta

Law:

The Motor Vehicle (Third Party Liability Insurance) Law of 2000 or any Law amending or substituting the same and it includes any Regulations made thereunder.

Road:

A Road in Cyprus within the meaning of the Law.

CONDITIONS

1. Interpretation.

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

2. Insured's Duty

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy. We will only provide the insurance described in this policy if the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete.

You have a duty to inform us of any facts the knowledge of which could affect our decision to accept the insurance or the terms under which we would accept it.

3. Written Notice

Every notice or communication to be given or made under this policy shall be delivered in writing to us.

4. Your duty to prevent loss or damage

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

5. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of an accident, theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and shall co-operate with the Company in securing the conviction of the offender.

6. Claims Procedure

As soon as reasonably possible after any accident, injury, loss or damage, you or your legal representatives must notify us giving full details of the incident. Any communication you receive about the incident should be forwarded to us immediately unanswered. You must also provide us with any information or instructions that we may reasonably ask for in relation to your claim, if we do not receive all the information or instructions we may delay or suspend your claim.

It shall be a condition precedent to your right to be indemnified under this policy that you or your legal representatives must let us know immediately in writing if anyone insured under this policy is to be prosecuted as a result of the incident, or if there is to be an inquiry, or becomes aware of any legal or judicial proceedings brought or threatened, whether in Cyprus or in a foreign court or tribunal. In the event of theft or other criminal act which may give rise to a claim under this policy, you or any other person claiming indemnity under this policy must advise the police authorities immediately and cooperate with us to convict the offender. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. We may at our option take over and conduct in your name, or the

name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own behalf but in your name, or in the name of anyone else insured by this policy to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

7. Other Insurance

If at the time any claim arising under this policy there is any other insurance covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under section 1 – Your liability which we would otherwise be entitled to exclude under ‘Exceptions to section 1 (a) of this policy.

8. Cancellation

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

9. Rights of Recovery

If the law of any country in which this policy operates requires the Company to settle a claim which, if this law had not existed it would not have been required to pay, we reserve the right to recover such payments from the Insured and/or from the person who incurred the liability.

10. SUBMISSION TO FOREIGN COURT OR TRIBUNAL

Without prejudice to the Jurisdiction Clause set out in this policy, it shall be a condition precedent to your right to be indemnified under this policy that you do not voluntarily submit to the jurisdiction of a foreign court or tribunal, whether by means of entering an appearance or by means of a choice of court or jurisdiction agreement, without our previous consent in writing. Provided that this condition shall not apply to judicial proceedings brought before a court or tribunal of a designated state which would have had jurisdiction against you, irrespective and independently of your submission to its jurisdiction. For the purposes of this condition, “foreign court or tribunal” means a court or other tribunal outside Cyprus.

11. DIRECT RIGHT OF ACTION

Third parties may contact us directly in the event of an accident, loss or damage as allowed by legislation. In these circumstances we may deal with any claim, subject to the law and to the terms and conditions of your policy.

12. Data Protection and Privacy Notice

The Company collects and uses relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that the Company collects about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, the Company may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have).

Where the Company needs your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent the Company from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. The Company will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us.

Where you provide the Company or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how the Company uses your personal information please see the full privacy notice(s), which is/are available online on the website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Brokers:

Prodromou & Makriyiannis Insurance Underwriting Agencies & Consultants Limited,
No.14 Kolokotroni Street, 1st & 2nd Floor, Engomi
2408 Nicosia,
Cyprus.
+357 22 76 10 10
www.pmininsurancebrokers.com
Privacy notice accessible at www.pmininsurancebrokers.com/privacy-policy

The company:

Lumen Insurance, a trade name of GasanMamo Insurance Ltd

Msida Road, Gzira GZR1405,

Malta

Tel. +356 21345123

<https://www.gasanmamo.com/>

Privacy notice accessible at

<https://www.gasanmamo.com/company/legal/privacy-policy/>

COMPLAINTS PROCEDURE

As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – your feedback will make the difference.

What should you do?

Step 1 Please speak to your usual insurance advisor or your Lumen Insurance contact.

Step 2 If you remain dissatisfied or you feel your complaint remains unsolved please write to the Agent of Lumen Insurance in the Republic of Cyprus: The Managing Director, Prodromou & Makriyiannis Insurance Underwriting Agencies & Consultants Ltd, No.14 Kolokotroni Street, 1st & 2nd Floor, Engomi, 2408 Nicosia, giving us your policy or claim number in any correspondence.

Step 3 If you are still not satisfied you may wish to write to The Managing Director, Lumen Insurance, GasanMamo Head Office, Msida Road, Gzira GZR 1405, Malta.

Step 4 Should you remain dissatisfied with the final response, you may be eligible to refer your complaint to the Financial Ombudsman of the Republic of Cyprus. The contact details are as follows:

Financial Ombudsman of the Republic of Cyprus

PO Box 25735

1311 Nicosia

Cyprus

Tel: +357 2284 8900

E-mail: complaints@financialombudsman.gov.cy

Website: www.financialombudsman.gov.cy

Following these procedures will not affect your right to take legal action.

ENDORSEMENTS

The following Endorsements apply only if the appropriate reference is shown in the schedule under the heading "Endorsements Applicable" and are subject to the Terms Exceptions and Conditions of this policy.

1. DRIVING OTHER CARS

It is hereby declared and agreed that the indemnity provided under Section 1 – "Liability to Third Party", Paragraph 1 of this Policy is extended to cover you whilst driving a car not belonging to or hired (under a hire purchase agreement or otherwise) to you or your employer or your partner or spouse.

Provided that there is no other insurance or indemnity in force (whether affected you or any other person) wholly or partly covering the same injury loss or damage.

2. TRAILER

It is hereby understood and agreed that the insurance granted under Section 1 - "Liability to Third Party" of this policy shall subject to its terms apply to a trailer whilst attached to your car covered under this policy.

Provided that for the purposes of the exceptions of this policy, the car and the trailer attached hereto shall together be deemed to constitute one vehicle.

3. WINDSCREEN COVER

It is hereby declared and agreed that the indemnity provided by this policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the window of your car following breakage of such glass (provided there is no further damage to the car) up to an amount not exceeding the amount mentioned in the schedule and this shall be deemed not to be a claim for the purposes of the No Claims Discount entitlement.

For the purposes of this endorsement any requirement in this policy or any endorsement thereto that we shall not be liable for a specified first portion of any amount otherwise payable shall be of no effect.

4. REDUCTION OF COVER TO "LIABILITY TO THIRD PARTIES" ONLY

It is hereby declared and agreed that we shall not be liable under Section 2 of this policy whilst the Motor Vehicle is being driven or is for the purpose of being driven by him in the charge of any person who:

- a) is under the age of 25 years and/or over 75 years and/or
- b) has not held for a period of two years a full driving licence to drive a car of the same type and class as the car covered by this policy

unless specifically mentioned on the policy schedule.

Important Note: In the case that a driver as described under 4a and/or 4b above is named and covered under this policy the amount of applicable Excess will be DOUBLE the amount stated on the policy schedule.

5. NO CLAIM DISCOUNT PROTECTION

It is hereby declared and agreed that the premium payable as consideration for the insurance provided by this policy shall continue to be discounted by applying full «No Claims Discount» irrespective of the

occurrence of a claim. The occurrence of two or more claims in any two consecutive year period, or in the case of a policy covering Third Party liability only one claim exceeding a total cost of €2000, or in the case of policy covering Own Damage one claim exceeding a total cost of €3500 shall automatically lapse this endorsement.

The above is applicable if an additional premium has been paid and is indicated on your policy schedule.

6. LOSS OF USE

It is hereby declared and agreed that should we admit liability under Section 2 of this Policy, we will indemnify the Insured for the daily amount stated on the policy schedule for the time required until the repairs of the insured vehicle are completed, but not exceeding 10 days in any insured period. This period is limited to the actual number of days required for the repair and it is not affected by any delays to find spare parts or any other cause.

7. ANY DRIVER (25-75) – THIRD PARTY – SECTION 1

It is hereby declared and agreed that the 'PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE:' definition on the policy schedule is as follows:

PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE:

Any person who is driving on the Insured's order or with his permission who is over 25 and under 75 years of age and holder of a full license to drive a vehicle of the same type and class as the motor vehicle covered by this policy for more than 2 years.

8. ROAD ASSISTANCE

It is hereby declared and agreed that we will offer you Road Assistance Services (only for vehicles not exceeding 3,5 tons) in the case the vehicle is immobilised.

We will not be responsible for the services offered by the Road Assistance company.

9. OCCUPIED AREAS EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is hereby understood and agreed that the insurance provided under this policy shall be inoperative in respect of any accident, damage, loss or liability caused, sustained or incurred in the areas of Cyprus where the Government of the Republic of Cyprus does not exercise effective control.

10. PERSONAL ACCIDENT

Subject to the additional premium having been paid, if you and/or your spouse or the specified substitute named in the proposal form or by endorsement and/or his or her spouse suffer accidental bodily injury in direct connection with your car or while getting into, out of or travelling in any other private car, not belonging to you or hired to you under a hire purchase agreement, we will pay to the injured person €8,000 if, within three months of the accident, the injury is the sole cause of:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

Loss of any limb shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

The maximum amount we will pay to any one person following any one accident is €8,000.

The maximum amount we will pay during any one period of insurance is €16,000.

Payment will be made directly to the injured person or to his/her appointed legal representative.

If you or your spouse, or the specified substitute and his/her spouse, hold any other policies with us in respect of any other car you or the specified substitute will only be able to obtain compensation for injuries under one policy only.

A payment made under this section will not prejudice your no claim discount. No excess applies under this section.

This personal accident insurance does not cover:

- a. corporate bodies or firms;
- b. death or bodily injury arising from suicide or attempted suicide;
- c. death or bodily injury occurring while under the influence of alcohol or drugs;
- d. anyone who is seventy years or older at the time of the accident.