

Insurance of Motor Vehicle

Insurance Product Information Document: Third Party Liability - Smart Company: Ethniki General Insurance (Cyprus) Ltd

This Insurance Product information document, provides a summary of Key information about the main coverages exclusions and other information related to this insurance product. Full pre-contractual and contractual information for this product is described in the terms and conditions of the contract which can be provided through the central offices of Ethniki General Insurance (Cyprus) Ltd and its insurance intermediaries.

What is this type of Insurance ?

This type of Insurance provides cover against the Legal Liability of the Insured or any other Authorized Driver specified in the schedule, in respect of bodily injury to or death of any person, emergency treatment of any person, or property damage, caused by or arising out of the use of the Motor Vehicle as defined on the certificate of insurance.



What is Insured?

Main Covers

- ✓ Third Party Liability of the Insured or other authorized driver for any sum which the Insured become legally liable to pay, subject to the Company limits as stated below in respect of:
 - a) bodily injuring to or death of any person up to €38.600.000
 - b) damage to property up to €1.300.000
 - c) emergency treatment to any person up to €35
- ✓ Cost and expenses incurred with the written consent of Ethniki General Insurance (Cyprus) Ltd.
- ✓ Third Party Liability of the Insured for the use of the Vehicle anywhere within Cyprus beyond the "road" as defined by the Law.
- ✓ Death or Permanent Total Disability of the insured or his /her spouse as a result of bodily injury caused by violent, accidental, external and visible means, up to €10.000.
- ✓ Third Party Liability of the Insured caused by driving other vehicle of the same body type, engine cubic capacity and category with the insured vehicle.
- ✓ Road safety services (accident care)



What is not Insured?

- ✗ Liability of a person, resulting from intentional and premeditated act, deed or omission, which constitute criminal offence according to the Criminal Code and which cannot be considered as an accidental event.
- ✗ Liability to third parties, carried ,entered ,getting into, or alighting there from such vehicle, at their own free wheel and knowing or had reasons to believe that it was stolen or illegally held .
- ✗ Liability in respect of property damage being loaded, unloaded or carried in or upon the vehicle.
- ✗ Liability of the vehicle in respect of any property damage belonging to or in the possession custody or control of any person claiming to be indemnified under this policy, or member of the same family living under the same household of this person.
- ✗ Liability in respect of damage by vibration or by the weight of the vehicle or the load carried by the vehicle, to any bridge, weighbridge flyover, viaduct, road or anything beneath these.
- ✗ Liability in respect of damage to any vehicle which has sustained damage and which has being towed by any vehicle in relation to which indemnity is granted .
- ✗ Damage or liability caused out side of geographical area, used by an unauthorized driver or is in the custody of an unauthorized driver.
- ✗ Damage or liability caused by war or other similar / related events, detention ,seizure, confiscation or any attempt thereof.
- ✗ Liability which arises by virtue of an agreement but which would not have arisen in the absence of such agreement .
- ✗ Third party liability of a person, arises by an agreement between this person and the person claiming to be indemnified.
- ✗ Liability arising from ionizing, radiation or contamination by radioactivity from any nuclear or from any nuclear waste from the combustion/self-sustaining process of nuclear fuel / fission.
- ✗ Damage or liability caused by / arising from nuclear weapons material.
- ✗ Damage or liability if the driver is under the influence of intoxicating liquor or drugs.
- ✗ Damage or liability, If to the Insured's knowledge, the driver was under the influence of intoxicating liquor or drugs and the driver has been convicted or could have been convicted by a Criminal Court.
- ✗ Bodily injury consequent upon suicide or attempted suicide or when the owner of the policy is not an authorized driver, is over the age of 70 years old or is a legal entity .
- ✗ Liability to third parties arises from the use of the vehicle as a tool or plant forming part of the vehicle or attached thereto.
- ✗ Damage arising out of or in connection with strike lock –out riot, civil commotion .
- ✗ Damage arising out or in connection with flood , typhoon , hurricane, storm , tempest, cyclone or tornado.
- ✗ Damage arising out or in connection with volcanic eruption or earthquake.

Optional Covers

- Road safety services (road assistance)
- Cost of reinstating of any glasses in the windscreen or in the windows of the vehicle due to breakage, up to €500 / €800/ €1.000.
- Premium protection from loading due to one claim during one single period of insurance of (12) months, submitted from a driver more than 23 years of age.
- Third Party Public Liability of the Insured whilst towing a trailer attached to the vehicle



Are there any restrictions on the cover?

- ! The company shall not be liable to identify in respect of judgments which are not delivered by a court of competent jurisdiction in the republic of Cyprus and the meaning of the term "judgment" is the one attached to it by the Law.
- ! Damage or Liability of trailer shall not cover its contents or anything being carried on it. The cover for trailer is not valid for commercial vehicles over 3200cc.
- ! Death or Permanent Total Disability is covered provided that such injury occurred within six months from the accident date.
- ! Cost of breakage of glass in the windscreen or in the windows, provided the vehicle has not sustained any other damage. Commercial vehicles exceeding 3200cc or 3,5 tones weight are excluded.
- ! Extension of coverage for driving other vehicle is valid only when it does not belong to the insured or to his / her spouse or to his employer or partner or is not hired or used, for Motor Trade, repairing, maintenance, testing purposes, for transport of passengers or goods for a fee.
- ! Extension of coverage for driving other vehicle is not valid for commercial vehicles exceeding 3200cc or 3.5 tones weight or when the owner of the vehicle is not an authorized driver or is a legal entity or when the vehicle is driven outside Cyprus.
- ! Commercial vehicles exceeding 3200cc or / and 3.5 tones weight are excluded from the coverage of Road Assistance.



Where am I covered?

- ✓ The Third Party Liability cover is valid within the geographical area of Cyprus, excluding areas of the Republic that are not controlled by the Government of the Republic of Cyprus. Also is valid within the states which are signatory parties to the Multilateral Guarantee Agreement.



What are my obligations?

The Insured should be responsible :

- **During the insured period of the contract:**
 - To comply according to the term and conditions of the Insurance contract and also to pay the premium as agreed and described on the schedule of the contract.
 - To take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in an efficient condition.
- **In the event of any occurrence which may give rise to a claim :**
 - Do not leave the vehicle unattended unless proper precautions should be taken to prevent further loss or damage.
 - As soon as possible should give notice Ethniki General Insurance (Cyprus) Ltd with full particulars.
 - Every letter ,claim ,wrist ,summons and process should be notified or forwarded to Ethniki General Insurance (Cyprus) Ltd .
 - Any impending prosecution in quest or fatal inquiry in connection with any such occurrence should be notified to Ethniki General Insurance (Cyprus) Ltd .
 - In case of an accident ,theft or other criminal act the Police and Ethniki General Insurance (Cyprus) Ltd should be notified.



When and how do I pay?

The premium payment is in accordance with the respective Premium Payment Clause, as described in the schedule of the contract and it takes place at the contract initiation .It can be paid via the following ways:

- Credit / debit card
- Internet Banking
- Cash
- Remittance into the bank account of Ethniki General Insurance (Cyprus) Ltd
- Direct Debit



When does the coverage start and end?

The cover is in force for the period indicated in the insurance contract.



How do I cancel the contract?

The insurance Contract can be terminated at the written request of the Insured at any time following the return of the inforce insurance certificate to Ethniki General Insurance (Cyprus) Ltd .