COMMERCIAL
General Insurance

Insurance Policy

Motor

Policy Version: UWR-024b-02/2025

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Introduction

Commercial General Insurance holds a leading position among the general insurance companies in Cyprus. It was founded in 1973 by Commercial Union Assurance plc of the United Kingdom, now Aviva plc and the Christophides Group which had been representing this company in Cyprus since 1925.

Through our branches in all major towns in Cyprus and a wide network of agencies established all over the island, we stand next to our clients offering personal service.

Our Objectives
To continue our successful operation in the Cyprus insurance market, focusing particularly on professional standards and business ethics.
To ensure the satisfaction of our clients' needs through the continuous improvement of our services and the use of new technology.

To strengthen our leading position in the market by implementing strategies for further development and progress.

Our Mission
Dedicated to the highest standards of service and professionalism, we innovate and pioneer in the insurance sector and have gained the confidence and respect of the public with our financial strength and credibility.

Offering an extensive range of modern insurance products, especially designed to meet the needs and requirements of individuals and enterprises, we provide maximum protection to our clients.

Important Note

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Please read this Policy carefully and see that it meets with your requirements. Some of the Sections of the Policy may not apply to this Insurance. For the Sections of the Policy applicable to this Insurance please refer to "Insurance Provided" in the Schedule as amended by any Endorsement.

Recital Clause

Whereas the Insured by a Proposal and Declaration, which shall be the basis of this contract and are deemed to be incorporated herein, has applied to Commercial General Insurance Ltd (the Company) for this insurance and has paid or has agreed to pay the Premium, in accordance with the payment terms specified in the Schedule, as consideration for such insurance.

Now this Policy witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

For and on behalf of the Company
COMMERCIAL GENERAL INSURANCE LIMITED



Chief Executive Office

Section I - Insurance on the Motor Vehicle

1. Loss or Damage

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon.

At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the value stated in the Schedule.

2. Hire Purchase Agreement or Mortgage

If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or of a pledge for security purposes any payment in cash under this Policy shall be made to the owner specified in the hire purchase agreement or to the registered creditor whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

3. Protection and Removal after Accident

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability specified in the Schedule 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

The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that

(a) the estimated cost of such repair does not exceed the Authorised Repair Limit specified in the Schedule

(b) a detailed estimate of the cost is forwarded to the Company without delay.

Exceptions to Section I

The Company shall not be liable to pay for

(a) consequential loss

(b) depreciation wear and tear mechanical or electrical breakdowns failures or breakages

(c) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time

(d) damage caused by overloading or strain

(e) loss of or damage to accessories or spare parts by theft or attempted theft unless the Motor Vehicle is stolen at the same time. This exception is applicable only in respect of motor cycles.

Section II - Liability to the Third Party

1. Indemnity to the Insured and Other Persons in Cyprus

The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured or any Authorised Driver or at the request of the Insured any person who is lawfully carried in or upon the Motor Vehicle or getting into or out of the Motor Vehicle against all sums including claimant's costs interest and expenses which the Insured or such Authorised Driver or person shall become legally liable to pay in respect of

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

where such injury or death or need for such treatment or damage arises out of an accident in Cyprus caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

2. Extension of Cover Abroad

Subject to the Limits of Liability and the Jurisdiction Clause the indemnity provided by Section II - sub- section 1 of this Policy is extended in accordance with the provisions of the Legislation to cover the use of the Motor Vehicle in the territory of any State which is a signatory party to the Multilateral Guarantee Agreement.

3. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company 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.

5. Representation and Defence

The Company may at its own option

(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.

Section II - Liability to the Third Party *(continue)*

6. Expenses
The Company will pay all costs and expenses incurred with its written consent.

7. Passenger Limitation
In the event of an accident occurring whilst the Motor Vehicle is carrying a greater number of persons than that allowed and/or that stated in the Schedule the Insured and/or the driver shall repay to the Company a rateable proportion of the total amount payable by the Company in respect of such persons.

8. Illegal Passengers
In the event that the Company pays any amount by virtue of the provisions of the Legislation in respect of bodily injury to or death of any person who is carried in or upon the Motor 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.

Exceptions to Section II
The Company shall not be liable

(a) under sub-sections 1, 2 or 3 of this Section to indemnify any person
  (i) unless such person shall observe fulfil and be subject to the Terms of this Policy insofar as they can apply
  (ii) if such person is entitled to indemnity under any other policy

(b) in respect of liability for death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section. This exception is not applicable in respect of liability for death of or bodily injury to or damage to property of any person who is carried in or upon the Motor Vehicle is entering or getting into such vehicle or alighting therefrom and which arises out of and in the course of such employment and as a result of the use of the Motor Vehicle on a Road

(c) in respect of any liability of a person resulting from an intentional or a premeditated act deed or omission which constitutes a criminal offence according to the Criminal Code and which cannot be considered as an accidental event

(d) in respect of liability for death of or bodily injury to or damage to property of any person who at the time of the use of the Motor Vehicle which gave rise to the liability was carried at his own free will in or upon such Motor Vehicle was entering or getting into the Motor Vehicle or alighting therefrom and such person knew or had reasons to believe that the Motor Vehicle was stolen or was illegally held

(e) in respect of liability directly or indirectly arising out of the operation of the Motor Vehicle or of plant forming part of the Motor Vehicle or attached thereto as a tool of trade

(f) in respect of death or bodily injury or damage caused or arising in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom

Section II - Liability to the Third Party *(continue)*

(g) in respect of damage to property being loaded or unloaded or property carried in or upon the Motor Vehicle
(h) in respect of damage to property belonging to or in the possession custody or control of
  (i) the Insured or
  (ii) any person claiming to be indemnified under this Section or
  (iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under this Section
(i) in respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge weighbridge flyover viaduct road or anything beneath these
(j) in respect of damage to any disabled mechanically propelled vehicle attached to any motor vehicle in respect of which indemnity is provided by this Policy.

Avoidance of Certain Terms and Right of Recovery

In the event that the Company pays any amount by virtue of the provisions of the Legislation 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 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 undertakes to repay to the Company any amount which the Company has paid by virtue of any agreement being an agreement which is in force

(a) between the Government of the Republic of Cyprus and the Motor Insurers' Fund or
(b) between the Company and the above mentioned Fund or
(c) between the Company 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 the Company would not otherwise be liable to pay under this Policy.

Limitation of Actions

In case an action instituted against the Insured and/or the driver in relation to an event that the Company would otherwise be liable to cover under this Section has been statute barred by virtue of the provisions of the Legislation or of any other law or regulation 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 he has paid any amount or not.

Section III - Medical Expenses

The Company will subject to the Limits of Liability specified in the Schedule pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or Authorised Driver as the direct and immediate result of an accident to the Motor Vehicle.

Juristiction Clause

The Company shall not be liable to indemnify any person under

(a) Section I, Section II - sub-section 1 and Section III of this Policy in respect of judgements which are not in the first instance delivered by a Court of competent jurisdiction in the Republic of Cyprus and the meaning of the term "judgement" is the one attached to it by the Legislation

(b) Section II - sub-section 2 of this Policy in respect of judgements which are not delivered by a Court of competent jurisdiction within the Geographical Area.

Definitions

Geographical Area

Section I	: Cyprus
Section II - sub-section 1	: Cyprus
Section II - sub-section 2	: The States which are signatory parties to the Multilateral Guarantee Agreement
Section III	: Cyprus

Legislation

The Motor Vehicles (Third Party Liability Insurance) Law of 2000 or any Law amending or substituting the same and it includes any Regulations which have been issued in accordance therewith

Multilateral Guarantee Agreement

"Multilateral Guarantee Agreement" within the meaning of the Legislation

Road

A "road" in Cyprus within the meaning of the Legislation

Premium

The total amount due by the Insured, as consideration for the insurance cover provided by the Policy, payable as specified in the Schedule.

Schedule

The insurance document «Schedule» which contains important information regarding this insurance, issued with this Policy, to which it is attached and forms an integral part of. The total Premium due and the payment terms applicable, are also specified in the «Schedule».

General Exceptions

The Company shall not be liable

1. in respect of any accident loss damage or liability caused sustained or incurred
   (a) outside the Geographical Area
   (b) whilst any motor vehicle in respect of which indemnity is provided by this Policy is
      (i) being used otherwise than in accordance with the Limitations as to Use
      (ii) being driven by any person other than an Authorised Driver
      (iii) in the charge of a person other than an Authorised Driver for the purpose of being driven by him

2. in respect of any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by or 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
   (b) strike lock-out riot civil commotion
   (c) detention seizure confiscation or any attempt thereat
   (d) flood typhoon hurricane storm hailstorm hail or tempest cyclone tornado volcanic eruption earthquake or other convulsion of nature or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof; in default of such proof the Company shall not be liable to make any payment in respect of such a claim

3. in respect of any accident loss or damage resulting from an intentional or a premeditated act deed or omission of the Insured or the driver which cannot be considered as an accidental event

4. in respect of any accident loss damage or liability directly or indirectly occasioned by or contributed to by or traceable to or arising out of or in connection with the use of the Motor Vehicle on areas of airport premises to which the public has no free vehicular access including but not limited to the take-off runway the landing strip and parking area of airplanes

General Exceptions *(continue)*

5. in respect of any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

6. in respect of any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such person and such party

7. in respect of any accident loss damage or liability or any cost or expense including consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to such loss damage or liability

(a) any act of terrorism. For the purposes of this exception an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear
(b) contamination by chemical and/or biological substances. For the purposes of this exception contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances
(c) any action taken in controlling preventing suppressing or in any way relating to paragraphs (a) and/or (b) above

If the Company alleges that by reason of this General Exception any accident loss damage or liability or any cost or expense of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon the Insured and/or the driver

8. (a) in respect of any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
(b) in respect of any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising or nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission

9. in respect of any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

General Exceptions *(continue)*

10. to indemnify

(a) the person driving if such person was under the influence of intoxicating liquor or drugs
(b) the Insured if to the Insured's knowledge the driver was under the influence of intoxicating liquor or drugs.

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
The due observance and fulfillment of the terms of this Policy, in so far as they relate to anything to be done or not to be done by the Insured or any other person claiming indemnity, the truth of the answers and declarations made in the Proposal as well as, adherence to the terms of premium payment as specified in the Schedule, shall constitute conditions precedent to maintaining this Policy in force and for making any payment under this Policy.

3. Written Notice
Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. Care of Motor Vehicle
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 be 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.

Conditions *(continue)*

6. Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the Insured and/or such person shall repay to the Company the amount not so covered.

7. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception (a)(ii) to Section II of this Policy.

8. Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address. In such event the Company will return to the Insured 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. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Complaint Handling Procedure

We aim to provide insurance services with the highest standards of service and professionalism.

The Insured is entitled, if he so wishes, to submit a complaint in relation to this Policy to the "**Complaints Management Function**" at the Company's Head Offices.

To this effect, any complaint may be lodged either by a letter or by completing the «**Complaint Form**», which is posted at the Company's website at www.cgi.com.cy and submit the same to the «Complaints Management Function» -

- By mail : Commercial General Insurance Ltd, 101 Arch. Makarios III Avenue, 1071 Nicosia, P.O. Box 21312, 1506 Nicosia
- By e-mail : clientservices@cgi.com.cy
- By fax : +357 22 376155
- Through one of the Company's Branch Offices and Agents.

The Company has a legal obligation to acknowledge receipt of the complaint within two (2) working days of receiving such complaint and to convey its position in accordance with the timeframe stipulated in the applicable legislation. Every effort will be made with a view to reaching a mutually accepted resolution, having regard to the terms and provisions of the Insurance Policy as well as to the Company's procedures. If the Insured is not satisfied with the Company's response, he has the option to maintain his complaint and refer the matter to the competent authorities or other bodies for dispute resolution, such as the Financial Ombudsman of the Republic of Cyprus.

The «**Complaints Management Policy**» of the Company may be obtained from the Company's website or can be requested from its «Complaints Management Function».

COMMERCIAL
General Insurance

COMMERCIAL GENERAL INSURANCE LIMITED
Commercial Union House
101 Arch. Makarios III Avenue, 1071 Nicosia
P.O Box 21312, 1056 Nicosia
info@cgi.com.cy
22505000