

keyfacts[®]

This is a policy summary of the significant features, benefits and limitations of the cover provided by Argus Insurance Company Private Car Policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy booklet.

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Legal Liability for death or injury to any other person, including passengers	✓	✓	✓
Legal liability for damage to other people's property	✓	✓	✓
Legal costs incurred with our consent, in connection with a claim against you	✓	✓	✓
Own Damage (excluding glass) and fire & theft claims	✓	Fire & Theft Only	✗
Benefits for you and your spouse/domestic partner for death or loss of limb/sight	Up to £2,000	✗	✗
Medical expenses for anyone injured in your car	£100 each	✗	✗
New Car replacement	✓	Fire & Theft Only	✗
European Community Compulsory Insurance	✓	✓	✓
Breakdown assistance	✓	✓	✓
Windscreen/window breakage	✓	✗	✗

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LIABILITY TO OTHERS

We will cover your legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using your car and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:

- You and the drivers named on your certificate.
- Passengers in your car.
- The legal representatives of the people named above if they have died.
- Following an event which may lead to a claim, we will provide legal representation for people covered under this policy.
- At any coroner's inquest, court of summary jurisdiction, or similar court and,
- To defend a charge of manslaughter or causing death by dangerous driving, up to £2,500 in legal costs.
- We will pay all costs and expenses incurred with our written consent.

What you are not insured for:

- Damage to your car or any trailer or vehicle that is being towed by it.
- Damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section.
- Death or bodily injury whilst loading or unloading from the car.
- Any amount over £250,000 for damage to property. (For legal costs and expenses as a result of any claim or series of claims caused by one event this amount shall be unlimited).

DRIVING OTHER CARS

If this is set out in your certificate of insurance, and you are over 25, we will extend your cover under Section 1 of this policy while you are driving in Gibraltar, Spain and Portugal to include any motor car not owned by you or hired to you under a hire purchase agreement.

FIRE AND THEFT

We will cover your car, including its spare parts or accessories (products designed to be fitted or used only in or on a car) while in your car or private garage, against loss or damage by fire, theft or attempted theft.

Cover for audio, audio visual, communication and satellite navigation equipment, which must be permanently fitted to your car, is limited to £200 for any one claim.

What you are not insured for:

The amount of excess specified in the schedule.

- Loss or damage by theft or attempted theft while the ignition keys are in or on your car.
- Loss of value or wear and tear.
- Mechanical or electrical failure.
- Damage caused by overloading or strain.
- A reduction in the car's market value following repair.
- Damage to tyres caused by braking, puncture cuts or bursts.

ACCIDENTAL DAMAGE COVER

We will cover your car, including its spare parts or accessories (products designed to be fitted or used only in or on a car) while in your car or private garage, against accidental damage.

Cover for audio, audio visual, communication and satellite navigation equipment, which must be permanently fitted to your car, is limited to £200 for any one claim.

What you are not insured for:

The first amount of excess, noted in your schedule. Also, a further amount (shown below) of each claim under this section when the vehicle is being driven by a person who:

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| i) is aged 21 to 24 | £100 |
| ii) is under 21 | £250 |
| iii) is the holder of a learner's driving license | £250 |
| iv) is the holder of a driving license (other than a learner's license) which has been in force for less than one year | £250 |

- Loss or damage by theft or attempted theft while the ignition keys are in or on your car.
- Loss of value or wear and tear.
- Mechanical or electrical failure.
- Damage caused by overloading or strain.
- A reduction in the car's market value following repair.
- Damage to tyres.

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NEW CAR REPLACEMENT

Following a valid claim under sections 3 and 4 of the policy, we will, as long as everybody involved agrees, replace your car with a new car of the same model, subject to availability, if:

- It is less than six months old from the date of its first registration to the date of the loss.
- Your car is stolen and not recovered.
- The sum insured is not less than that on the proposal form.
- Limited liability not exceeding the purchase price.
- The agreement of any Hire purchase company or repair cost exceeds the value of your car.

WINDSCREEN COVER

If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this policy, any payment for glass replacement will not affect your no claims discount.

What you are not insured for:

The first £50 of each claim. You will not have to pay this if the glass is repaired and not replaced. More than two windscreen claims per year.

MEDICAL EXPENSES

Following an accident involving your car, we will pay medical expenses up to £100 for treatment for each person who is injured while travelling in your car.

EMERGENCY TREATMENT

We will reimburse any person using any vehicle which is covered under this insurance for payments made under any motor vehicle legislation for emergency medical treatment.

PERSONAL ACCIDENT

If you or your Spouse are involved in an accident while travelling by car, we will pay £2000 for death or permanent total loss of:

- Sight in an eye; or
- The use of an arm or leg.

What you are not insured for;

- If the Insured is a corporate body or firm.
- Suicide or attempted suicide.
- Death or injury to persons over 70.

NO CLAIMS DISCOUNT

For each claim-free year we will give you a discount until you reach the maximum level after 4 years. If you do make a claim the number of claim-free years on which the discount is based will be as in the table below:

	Comprehensive	Third Party Fire & Theft Third Party Only
1 Year	20%	20%
2 Years	35%	25%
3 Years	50%	30%
4 Years	65%	40%

PROTECTED NO CLAIMS BONUS

You may choose to take out extra cover to protect a discount you have earned after having been claim-free for 4 years or more. This cover will only apply if you pay an extra premium and the relevant endorsement 'P' is shown on the policy schedule. A maximum of 2 claims within any 3 year period is allowed. Only available to drivers over the age of 30.

COMPULSORY EU COVER

We provide the minimum cover required by law to allow you to use your vehicle in any of the following countries:

- Any country which is a member of the European Union.
- Any country which: agrees to meet European Commission Directives on motor insurance; and satisfies the European Commission that it has made arrangements to meet the requirements of these directives.

JURISDICTION CLAUSE

This indemnity under Section 1 shall not apply if judgments are delivered or obtained from a Court of competent jurisdiction outside the Geographical Area.

AVOIDANCE OF CERTAIN TERMS

If we are obliged to pay an amount for which we are not normally liable under this policy the insured shall repay the amount to the Company.

GENERAL EXCEPTIONS

We will not pay for any claims arising from the following:

- Earthquake.
- Your car being driven or used by any person for any purpose other than that stated on the certificate.

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- War, invasion or civil war, except as necessary to meet with the requirements of the Road Traffic Act.
- Riot or civil commotion, including strike.
- Pressure waves caused by aircraft travelling at the speed of sound or faster.
- Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- Radioactive toxic explosion, nuclear assembly or nuclear component.
- Using a car in any area used by aircraft or for servicing aircraft.
- A contract that says you are liable for something which you would not otherwise have been liable for.
- Your car being driven or used by any person under the influence of alcohol or drugs, except to meet the requirements of the legislation.
- Any loss, damage or liability arising from nuclear weapons material.
- Any loss, damage or liability incurred outside the geographical area stated on your schedule.
- Detention, seizure, threat, confiscate or any attempt

COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service. We are committed to handling complaints fairly, thoroughly and promptly. Should you have a query or complaint regarding this insurance please write to Argus Insurance Company (Europe) Limited, P.O. Box 45, Regal House, 3 Queensway, Gibraltar.

If you are dissatisfied with the response you receive you should write to the Department of Consumer Affairs, 10 Governor's Lane, Gibraltar.

LAW APPLICABLE TO CONTRACT

You and the insurer are free to choose the law to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principle place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principle place of business is not situated) in Gibraltar, the law which will apply is the law of Gibraltar.

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