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We welcome you as a Policyholder of Argus Insurance Company (Europe) Limited a locally incorporated Company associated with the Argus Insurance Group offering you an extensive insurance service.

Please read this Policy Booklet together with your Schedule. These set out the cover you have chosen, plus any limits that apply. If you are not satisfied with the details or the policy does not cover your needs, please return the Schedule to your insurance adviser.

## THE CONTRACT OF INSURANCE

This policy is a contract between you and Argus Insurance Company (Europe) Limited and is based on the information you gave us when you applied for this insurance. In return for your premium, we will provide the cover shown in the

Schedule during the period of insurance.

## THE LEGAL DEFINITION

In return for payment by you, we will provide insurance in accordance with the policy cover shown in the policy schedule in respect of accident, injury, loss or damage occurring within the territorial limits (or in the course of transit between any ports therein including the processes of loading and unloading) during the period of insurance.

## 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 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.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

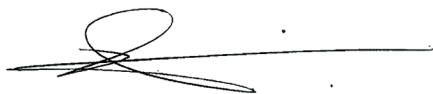
## CHANGES WE NEED TO KNOW ABOUT

Please tell your insurance adviser immediately if there are any changes which may affect this insurance for example:

- The people to be insured;
- The sums insured are not adequate;
- Change of vehicle;
- Criminal convictions or cautions of the people insured.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Signed on behalf of the Insurer



**Alex Bonavia - Managing Director P & C**  
Argus Insurance Company (Europe) Limited

## OUR SERVICE TO YOU, COMPLAINTS PROCEDURE AND OUR PROMISE OF SERVICE

We are committed to delivering a first class quality service to all our customers, we do however realise that occasionally things can go wrong. We take any complaint seriously and aim to resolve any problems as soon as possible.

To ensure that we provide the kind of service you expect, we always welcome your feedback to make sure that we continually improve our service to you.

What will happen if you make a complaint?

- We will acknowledge your complaint within 5 working days of receiving it.
- We will aim to resolve complaints, following assessment and investigation as soon as possible.

Most concerns can be resolved quickly, but sometimes we will need to go into more detail. If this looks likely we will keep you updated about the situation and let you know when you can expect to hear from us.

If you are unhappy with any aspect of the handling of your insurance, your first point of contact should be your insurance advisor or your usual Argus Insurance point of contact. You can write to us or telephone us, whatever suits you best, and ask your contact to review your problem.

If you are unhappy with the decision you receive from us, you should write to, The Chief Executive Officer, Argus Insurance Company (Europe) Limited, PO Box 45, Unit G.04 West One, Europort Road, Gibraltar.

If you are dissatisfied with our final decision, you can refer the matter to the Department of Consumer Affairs, 10 Governor's Lane, Gibraltar.

### YOUR CANCELLATION RIGHTS

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later.

If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid.

Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered. This is calculated on a pro-rata basis. Minimum charge £35.

To cancel your policy please contact your insurance adviser at the address shown on your Policy.

If you don't cancel the policy it will continue in force and you'll need to pay the premium. For your cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of this booklet.

### ADMINISTRATION CHARGE

If you make any adjustments to your policy we reserve the right to apply a minimum administration charge of £15.

### ADDITIONAL COVER - REFUND OF PREMIUMS

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

### THE RIGHT LEVEL OF COVER

How much should you insure for?

It's up to you to make sure that the amount you insure for represents the market value of your vehicle



## DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the Gibraltar General Data Protection Regulation and the Data Protection Act 2004 together with other laws which relate to privacy and electronic communications. In this clause, we refer to these laws as “Data Protection Law”.

During the course of our engagement with you, it will be necessary for you to disclose certain personal data to us in order that we may provide our services to you and to enable us to discharge the services agreed, to comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes. This will require us to obtain, use, disclose and otherwise process personal data about you and, if applicable, your organisation, its shareholders, members and/or officers and employees.

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandated by law, if it is in our or your legitimate interest (and does not override your privacy), and/or if you give us your consent. Our Privacy Notice (which can also be accessed at [www.argus.gi](http://www.argus.gi)) or provided to you in hard copy upon request, explains how we process personal data. In providing our services we act as an independent data controller and are, therefore, responsible for complying with Data Protection Law in respect of any personal data we process. You are responsible for complying with Data Protection Law in respect of the personal data you process and, accordingly, where you disclose personal data to us you confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary you have obtained lawful consent from others for you to pass on their personal data to us, to the Argus Group and third-parties to whom we disclose personal data (and for the Argus Group and said third-parties to share the personal data with us), and otherwise it does not contravene Data Protection Law. Nothing within this document relieves you of your own direct responsibilities and liabilities under Data Protection Law. Terms used in this clause bear the same meanings as are ascribed to them in Data Protection Law. This clause does not apply to the extent that we act as a data processor for you, in which case specific data protection instructions are to be signed between us.

## DEFINITIONS OF COMMON TERMS TO SAVE LENGTHY REPETITION

Wherever the following words or phrases occur, they will have the precise meaning described below.

### THE INSURED/YOU/POLICYHOLDER

The person or persons described as the Insured in the Policy Schedule.

### INSURER/WE/US

Argus Insurance Company (Europe) Limited except where otherwise shown.

### YOUR VEHICLES

Any vehicles described in the Policy Schedule and any other vehicle for which details have been supplied to us and a certificate of motor insurance (see below) bearing the registration mark of that vehicle has been delivered to you and remain effective.

### AGRICULTURAL VEHICLE

An Insured Vehicle used solely for agricultural or forestry purposes being a tractor or self-propelled implement or any vehicle not so described but which is exempt from, or does not require, Vehicle Excise Duty and any Trailer, including any agricultural implement or machine, whilst attached to such Agricultural Vehicle for the purpose of being operated or towed.

## **COACH**

An Insured Vehicle which is a passenger carrying vehicle with more than 17 seats (including the driver).

## **GOODS CARRYING VEHICLE**

An Insured Vehicle which is manufactured and used for the carriage of goods and is not an Agricultural Vehicle.

## **HIRE VEHICLE**

An Insured Vehicle which is a passenger carrying vehicle with not more than 8 seats (excluding the driver) and licenced for the carriage of passengers for hire or reward.

## **MINI BUS**

An Insured Vehicle which is a passenger carrying vehicle with more than 8 seats (excluding the driver) but not more than 17 seats (including the driver).

## **PRIVATE VEHICLE**

An Insured Vehicle which is a passenger carrying motor vehicle with not more than 8 seats (excluding the driver) and is not an Agricultural Vehicle, Special Type Vehicle or motor cycle and is not used for hire or reward.

## **SPECIAL TYPE VEHICLE**

An Insured Vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

## **TRAILER**

Any Trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

## **POLICY SCHEDULE**

Details of you, your vehicle and the insurance protection provided to you.

## **CERTIFICATE OF MOTOR INSURANCE**

The current document that proves you have the motor insurance you need by law. The certificate shows who can drive your vehicle and what you can use it for and whether you are allowed to drive other vehicles. It is proof that you can use your vehicle on a road or other public place, as required by the Road Traffic Acts. The certificate does not show the cover you have.

## **PERIOD OF INSURANCE**

The period of time covered by this policy as shown in the Policy Schedule and any further period for which we agree to insure you.



## **CLAUSE**

Additional or alternative wordings which, when included in your policy, change its terms. Those clauses applicable are identified in your Policy Schedule.

## **FIRE**

Fire, self-ignition and explosion.

## **THEFT**

Theft or attempted theft.

## **ACCESSORIES**

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems, providing they are permanently fitted to your vehicle and have no independent power source.

## **PERSONAL BELONGINGS**

Personal property within your vehicle including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to your vehicle.

## **TERRITORIAL LIMITS**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

## **EXCESS**

The amount of any claim will have to pay if your vehicle is lost, stolen or damaged.

## **GREEN CARD**

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





## POLICY COVER INDEX

| Cover                                                                                     | Comprehensive | Third Party<br>Fire & Theft | Third Party<br>Only |
|-------------------------------------------------------------------------------------------|---------------|-----------------------------|---------------------|
| Section 1 Loss of or damage to your vehicle<br>(if your vehicle is lost, stolen damaged). | ✓             | Fire & Theft Only           | x                   |
| Section 2 Liability to third parties (covering other people & their property)             | ✓             | ✓                           | ✓                   |
| Section 3 Trailers                                                                        | ✓             | ✓                           | ✓                   |
| Section 4 Personal Accident                                                               | ✓             | ✓                           | ✓                   |
| Section 5 Medical Expenses                                                                | ✓             | x                           | x                   |
| Section 6 Personal Belongings                                                             | ✓             | x                           | x                   |
| Section 7 Unlicensed Drivers                                                              | ✓             | ✓                           | ✓                   |
| Section 8 Unauthorised Movement                                                           | ✓             | ✓                           | ✓                   |
| Section 9 Child Seat Cover                                                                | ✓             | Fire & Theft Only           | x                   |
| Section 10 Occasional Business Use                                                        | ✓             | ✓                           | ✓                   |
| Section 11 Payment made under compulsory regulations and<br>rights of recovery            | ✓             | ✓                           | ✓                   |
| Section 12 Emergency Treatment                                                            | ✓             | ✓                           | ✓                   |
| Section 13 Fleet Discount                                                                 | ✓             | x                           | x                   |
| Section 14 Glass in windscreens, sunroofs and windows                                     | ✓             | x                           | x                   |
| Section 15 European use and compulsory insurance requirements                             | ✓             | ✓                           | ✓                   |
| Section 16 Replacement Locks                                                              | ✓             | Fire & Theft Only           | x                   |

## CONTRACT OF INSURANCE

This policy, the information you have provided and the schedule form the contract of insurance between you, the policyholder and us Argus Insurance Company (Europe) Limited.

In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.

## CHANGES WE NEED TO KNOW ABOUT

Please tell us or your insurance adviser immediately you become aware of any changes to your circumstances which may affect this insurance or any other material facts eg. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of vehicle or a change of use to the vehicle.

## CANCELLATION RIGHTS

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced you will be entitled to a refund of the full premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover.

To exercise your right to cancel your policy, please contact your insurance adviser at the address shown on your schedule. You should also return your certificate of motor insurance immediately following cancellation. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this booklet.

## ADMINISTRATION CHARGE

We reserve the right to apply an administration charge of up to £15 (subject to Insurance Premium Tax where applicable) for any adjustments you make to your policy.

## COVER FOR YOUR VEHICLE

### SECTION 1

#### LOSS OR DAMAGE TO YOUR VEHICLE

If your vehicle is lost, stolen or damaged, we will:

- Pay for your vehicle to be repaired; or
- Replace your vehicle; or
- Pay you a cash amount equal to the loss or damage

We may decide to use suitable parts or accessories not supplied by the original manufacturer.  
The same cover applies to:

- Accessories
- Spare parts

relating to your vehicle while these are in or your vehicle or while in your private garage. The most we will pay will be the market value of your vehicle at the time of the loss or the Sum Insured, whichever is less.

If we know that you are still paying for your vehicle under a hire purchase or leasing agreement we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

## **NEW VEHICLE REPLACEMENT**

If, within one year of the date of first registration as new in your name, Your Vehicle is stolen and not recovered or is damaged and the cost involved in the repair will exceed 60% of the manufacture's list price at the time of the loss or damage, the Company will replace Your Vehicle with a new vehicle of the same make and model providing that a replacement is available.

If a replacement vehicle of the same make and model is not available the Company will pay the market value of Your Vehicle and its fitted accessories and spare parts at the time of the loss or damage.

We will only replace your vehicle if:

- a. You are buying it under a hire-purchase agreement (not a leasing, contract-hire agreement, or other type of agreement where ownership of the vehicle does not pass to you).
- b. The hire-purchase company agrees; and
- c. You are the first registered keeper of the vehicle.
- d. The Sum Insured declared on the proposal form must not be less than the true market value of the vehicle.
- e. We have your consent and that of any other unknown interested parties.

The vehicle being replaced will become the Property of the Company.

## **EXCEPTIONS TO SECTION 1 OF YOUR POLICY**

Your policy does not cover the following:

- a. Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdown or breakages.
- b. Loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on the vehicle.
- c. Damage to tyres by breaking or by punctures cuts or bursts.
- d. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

- e. Loss of value following repair.
- f. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- g. Damage caused by overloading or strain.

## EXCESSES

If your vehicle is lost, stolen or damaged, you are responsible for paying the excess shown on your schedule, no matter how the loss or damage happened.

The excess shown below will apply as well as any other excess for damage claims, while the person driving your vehicle is:

- a. aged 20 or under £250
- b. aged 21 to 24 £100

These excesses apply in addition to any voluntary or other compulsory excesses that may apply.

If you are only claiming for loss or damage to the glass in your vehicle's windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses set out above will not apply.

You will, however, have to pay the first £50 of the cost of glass replacement.

The excess for glass

- will not apply when the glass is repaired rather than replaced
- overrides any other general excess that would otherwise apply to glass claims
- more than two claims for windscreens replacement in one year

## SECTION 2

### YOUR LIABILITY

We will insure you for all amounts which you may have to pay as a result of your being legally liable for:

- a. a person's death or injury
- b. damage to their property up to a maximum of £1,200,000 (excluding claimants' costs and expenses and any other costs incurred with our written consent in relation to damage to their property as a result of an accident caused by:
  - your vehicle
  - the vehicle has not been seized by, or on behalf of any government or public authority and is not the vehicle identified on your certificate by its registration number
  - any trailer while it is being towed by your vehicle

## **LIABILITY OF OTHER PERSONS DRIVING YOUR VEHICLE**

On the same basis that we insure you under this section, we will also insure the following persons:

- Any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive
- Any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive
- Any person you give permission to use (but not drive) your vehicle, but only whilst using it for social, domestic and pleasure purposes
- Any passenger travelling or getting into or out of your vehicle
- The employer or business partner of the person using any vehicle is provided under this section while the vehicle is being used for business purposes permitted under the policy, except that we shall not be liable where:
  - The vehicle belongs to or is hired by such employer or business partner
  - The insured is a corporate body or firm

## **LEGAL PERSONAL REPRESENTATIVES**

If anyone who is insured under this section dies, his or her legal personal representatives will have the cover the insured person would have had under this section.

## **LEGAL COSTS**

We will pay the following legal costs if they relate to an accident which is covered under this section:

- The fees of solicitors we ask to represent anyone we insure under this section at a coroner's inquiry, or to defend any proceedings in a court of summary jurisdiction
- Fees for legal representatives we ask to defend anyone we insure under this section when proceedings are taken for manslaughter or reckless dangerous driving. Subject to a limit of £2,500 in legal costs

## **EXCEPTIONS TO SECTION 2 OF YOUR POLICY**

The cover under this section will not apply in the following circumstances:

- a. If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- b. If the death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road and Traffic Acts.

- c. For anyone we insure who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- d. If the damage being claimed for has happened to any vehicle covered by this section.
- e. While any vehicle is being used on:
  - Part of an aerodrome or airport used for aircraft taking off and landing
  - Aircraft parking areas including service roads
  - Ground equipment parking areas
  - Any parts of passenger terminals within the Customs examination area

Unless we are liable under the Road Traffic Acts.

Except to the extent that we are obliged by the Road and Traffic Acts to provide insurance to:

- a. Any direct or indirect consequence of an act or acts of terrorism, whether or no such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
  - The use or threat of force and/or violence
  - Harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means

When any such act is committed by any person(s) or groups(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes:

- Any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.

In respect of terrorism, where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person, and for which cover is provided under this section, will be:

- £250,000 in respect of all claims resulting directly or indirectly from one originating cause or
- Such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

## ADDITIONAL COVERS

### SECTION 3

#### TRAILERS

Your policy applies:

- a. to any Trailer attached to the Insured Vehicle as though it were the Insured Vehicle or
- b. under Section A only in respect of any Trailer owned by You or for which You are responsible while it is detached from any vehicle

Provided that You are not entitled to indemnity under any other policy.

#### COVER

No wider cover will apply to any Trailer than is provided to the towing vehicle at the time of loss or damage. Subject to the limits applicable to that provided to the last towing vehicle in respect of any detached trailer.

#### EXCEPTIONS TO SECTION 3 OF YOUR POLICY

We shall not be liable to pay for:

- a. the amount of any Excess shown on the Policy Schedule or specified in the Exclusions to Section B in respect of any payment made solely under this section.
- b. any liability arising out of the operation as a tool of trade of any plant forming part of the Trailer (other than a lifting device for self loading) except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which the policy applies.
- c. loss of or damage to property being conveyed on or in the Trailer or towed vehicle.
- d. loss of or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- e. loss of or damage to any disabled mechanically propelled vehicle which is being towed by the Insured Vehicle.

### SECTION 4

#### PERSONAL ACCIDENT

We will pay £5000 at Your request if the driver of the Insured Vehicle suffers accidental injury while travelling in or getting into or out of the Insured Vehicle if the injury within 3 months of the accident directly results in death, total and permanent loss of sight in one or both eyes or loss of one or more limbs.

Payment will be made direct to the injured person or to their legal personal representative.



## **EXCEPTIONS TO SECTION 4 OF YOUR POLICY**

We shall not be liable to pay for

- a. more than £5000 following one accident
- b. for injury arising from suicide or attempted suicide
- c. for any person who is less than 17 or more than 70 years of age.

## **SECTION 5**

### **MEDICAL EXPENSES**

If you, or any other person in your vehicle, are injured as a direct result of your vehicle being involved in an accident, we will pay £100 for each injured person.

## **SECTION 6**

### **PERSONAL BELONGINGS**

We will pay you (or, at your request, the owner) for the loss or damage to personal belongings caused by fire, theft or accidental means whilst they are in or on your vehicle. The maximum amount payable for any one incident is £150 subject to you making a claim under section 1 of your policy.

## **EXCEPTIONS TO SECTION 6 OF YOUR POLICY**

We will not pay for:

- a. Money, stamps, tickets, documents or securities
- b. Goods or samples carried in connection with any trade or business.
- c. Any rugs, clothing and personal effects if your vehicle is a motor caravan.

## **SECTION 7**

### **UNLICENSED DRIVERS**

Your policy shall remain operative whilst the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by a person who does not hold a licence to drive the vehicle in circumstances where a licence to drive is not required by law provided the person driving is of an age to hold a licence to drive such vehicle.

## **SECTION 8**

### **UNAUTHORISED MOVEMENT**

At Your request Your policy applies in respect of legal liability for injury, loss or damage arising out of the movement by You or Your employees of vehicles not belonging to You which are impeding Your legitimate access or exit.

## SECTION 9

### CHILD SEAT COVER

If you have a child seat fitted in your vehicle and your vehicle is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

## SECTION 10

### OCCASIONAL BUSINESS USE

At Your request Your policy extends to apply in respect of any Private Vehicle the property of or hired or loaned to any employee whilst being used in connection with Your business but excluding any Private Vehicle that has been provided by You.

## SECTION 11

### PAYMENTS MADE UNDER COMPULSORY INSURANCE REGULATIONS AND RIGHTS OF RECOVERY

If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

## SECTION 12

### EMERGENCY TREATMENT

We will refund payments any person using any vehicle covered by this policy has made under the Road Traffic Acts for emergency treatment. If we make a payment under this section, this will not affect your fleet discount.

## SECTION 13

### FLEET DISCOUNT

If you do not make a claim under your policy, we will increase your fleet discount when you renew your policy in line with the scale we apply at that time.

## SECTION 14

### GLASS

Glass in windscreens, sunroofs or windows (or for any scratches on the bodywork caused directly by the broken glass) will not affect your fleet discount.

## EXCEPTIONS TO SECTION 14

We shall not be liable to pay for:

- a. The amount of £50 payable as excess in respect of each and every claim, but this excess will not be payable if the windscreen is repaired and not replaced.
- b. More than two claims for windscreen replacement in one year.

## SECTION 15

### EUROPEAN USE/COMPULSORY INSURANCE REQUIREMENTS

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles:

- Any country which is a member of the European Union
- Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the schedule in any country in the territorial limits, subject to:

- Your vehicle being normally kept in Gibraltar
- Use of your vehicle for visits to countries outside the Iberian Peninsular being of a temporary nature, not exceeding three months in a year

Cover includes:

- Transit by sea, air or rail in or between countries within the territorial limits
- Reimbursement of any customs duty you may have to pay after temporarily importing your vehicle into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this policy
- General average contributions, salvage charges and sue and labour charges whilst your vehicle is being transported by sea between any countries within the territorial limits, provided that your vehicle is covered for loss or damage under this policy.

If you take your vehicle abroad:

All countries within the territorial limits have agreed that a Green Card is not necessary for cross border travel. Your certificate of motor insurance should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

There is no cover for countries outside the territorial limits. We may, however, be prepared to extend cover to certain places by special request, in which case we will provide you with a Green Card and an additional premium will be required.



## SECTION 16

### REPLACEMENT LOCKS

If the key or lock transmitter of your vehicle is lost or stolen we will pay for the cost of replacing:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface

Up to a limit of £150.

Provided that you can establish to our satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys and transmitter.

Your no-claim discount will not be disallowed solely as a result of a claim under this section.

### GENERAL EXCEPTIONS

Your policy does not cover the following:

- a. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  1. Used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance.
  2. Driven by any person other than anyone who is described under the section of your certificate of motor insurance headed 'Persons or Classes of Persons entitled to drive'.
  3. In the custody, care and/or control of a member of the motor trade for the purposes of maintenance or repair, unless defined under the "Limitations as to use" section on your certificate of motor insurance, or while your vehicle is being parked by an employee of a hotel or restaurant or vehicle parking service.
  4. If the injury, loss or damage was caused as a result of your being stolen or having been taken without your permission.
  5. Any vehicle driven by you, unless you hold a licence to drive the insured vehicle or have held a licence and are not disqualified from holding or obtaining such a licence.
  6. Driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive your vehicle, has never held one or is disqualified from holding or obtaining such a licence.



- b. Any liability you have accepted in an agreement which you would not have had if that agreement did not exist.
- c.
  - 1. Loss or destruction of, or damage to any property or any associated loss or expense, or any consequential loss; or
  - 2. Any legal liability that is directly or indirectly caused by, contributed to by or arising from: ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d. Any consequences whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - 1. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - 2. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
- e. Any accident, injury, loss or damage (except under Section 2) arising during or as a result of:
  - 1. An earthquake.
  - 2. A riot or civil commotion except where such liability is required to be covered the road Traffic Acts.
- f. A seat occupied by a child would fall for replacement when:  
The repairs include the renewal (not solely repair) of cosmetic or structural panels of the vehicle, excluding from panels such as superficial grill panels and cover panels or where the airbag(s) have deployed or the seat belts require replacement due to accident impact.
- g. Cyber
  - a. This policy excludes all loss, damage, liability, claim cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
    - 1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.
    - 2. 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.
  - b. Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

## Definitions

Cyber Loss means any loss, damage, liability, 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.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable 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.

## GENERAL CONDITIONS

### CLAIMS PROCEDURE

- a. As soon as reasonably possible after any accident, injury, loss or damage (including glass damage), you or your legal personal representatives must telephone us giving full details of the incident. Any communication you receive about the incident should be sent to us immediately. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- b. 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. If we want to, we can 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 benefit 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 necessary for us to achieve a settlement.
- c. You must tell the police immediately if any property is lost, stolen or damaged.

### CANCELLING THIS POLICY

After any statutory cooling off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a return of the premium less premium at Short Period rates in accordance with our scale applicable for the time the policy has been in force and an additional charge of minimum £100 to cover the administrative cost of providing the policy.

You should also return your certificate of motor insurance immediately following cancellation. We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending seven days notice to your last known address. You will be entitled to a refund of premium paid subject to a deduction for the time for which you have been covered. If you do not pay the premium or any part of the premium under the payment option you have chosen, by the due date, we may cancel this policy with effect from the end of the last period for which a payment was made.



## SHORT PERIOD RATES

Insurances effected for less than a year, or Annual policies cancelled during the year, will be charged in accordance with the following scale (not applicable to Geographical extensions), minimum charge £35.

|                               |       |       |     |       |              |
|-------------------------------|-------|-------|-----|-------|--------------|
| Period not exceeding (months) | 1     | 2     | 3   | 4     | OVER 8       |
| % annual premium payable      | 25%   | 37.5% | 50% | 62.5% | FULL PREMIUM |
| Period not exceeding (months) | 5     | 6     | 7   | 8     | OVER 8       |
| % annual premium payable      | 67.5% | 75%   | 80% | 90%   | FULL PREMIUM |

## OTHER INSURANCE

If at the time of 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 condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exception 1 to Section 2.

## YOUR DUTY TO PREVENT LOSS OR DAMAGE

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle.

## ARBITRATION

Except for claims under Section 3, where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

## YOUR DUTY TO COMPLY WITH POLICY CONDITIONS

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## FRAUD

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

## VEHICLE SHARING AND INSURANCE

If you receive a contribution as part of a vehicle sharing arrangement involving the use of any vehicle insured under this policy for carrying passengers for social or similar purposes, we will not consider this to be carrying passengers for hire or reward provided:

- the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey do not involve an element of profit

If your vehicle is used under a vehicle sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact us for confirmation





**Argus Insurance Company (Europe) Limited**

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