

EuroMotor



Euro 4x4



EuroMotorbike



LLOYD'S



## INTRODUCTION

This document is what is often called an insurance policy. Because it is not issued through Lloyd's Policy Signing Office Ibex Insurance certify the existence of the cover in operation and the document in its entirety is therefore described as a Certificate (*This term should not be confused with a **Certificate of Motor Insurance** which provides evidence in certain EEA States that **You** have the motor insurance necessary to comply with relevant motor vehicle legislation*).

The Certificate consists of the printed form of words and a **Schedule** containing customised details of the contract – what it insures where and when. If any alteration is made to the contract during the **Period of Insurance** it may be documented either by re-issue of the **Schedule** or by issue of a new **Endorsement**.

As evidence of the contract between the Underwriters and **The Insured** the Certificate is set out in

- A statement of the general insuring intention – the attestation clause
- Sections of Cover
- General Exceptions which are in addition to exclusions contained in each Section
- General Conditions
- Claims Conditions

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## TERMS AND CONDITIONS

**“Excesses & amounts covered may vary depending on your specific EuroMotor product. Please refer to your policy schedule for clarification.”**

*The policies covered by this booklet are:*

- *EuroMotor*
- *Euro4x4*
- *EuroMotorbike*

## MOTOR VEHICLE INSURANCE CERTIFICATE

*THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract to the undersigned by certain underwriters at Lloyd's as specified in your policy schedule whose definitive numbers and the proportions underwritten by them (which will be supplied on application) can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and*

*In consideration of the payment of the premium specified in the **Schedule** the Underwriters are hereby bound severally and not jointly their Executors and Administrators to insure in accordance with the terms and conditions herein or endorsed hereon.*

*Whereas **The Insured** named in the **Schedule** has made to the Underwriters a written proposal and declaration bearing the date specified in the **Schedule** which is hereby agreed to be the basis of this Insurance and to be incorporated herein.*

*The Underwriters hereby agree to the extent and in the manner hereinafter provided to indemnify **The Insured** against loss damage or injury sustained or legal liability for accidents happening during the **Period of Insurance** stated in the **Schedule**.*

*In witness whereof this Certificate has been signed for and on behalf of the Underwriters.*

**Important:** *Please read this document to ensure that it meets **Your** requirements correctly. If not return it for correction as soon as possible.*

*Ibex Insurance Services Ltd.  
Coverholders  
for certain Underwriters at*

**Lloyd's of London**

## GENERAL DEFINITIONS

This Certificate and **Schedule** of Cover together with any **Endorsement** shall be read together as one contract and any word or expression to which a specific meaning has been given by the Definition below or elsewhere in the Certificate shall bear that specific meaning wherever it may appear: -

**The Insured/Insured person/You/Your/Policyholder**

**The Insurer/We/Us**

The persons/company or companies described as **The Insured** in the **Schedule**

Certain underwriters at Lloyd's of London, as specified in your policy schedule. [Controlling Authority: The Financial Services Authority United Kingdom]

**Your Vehicle**

Any motor vehicle described in the **Schedule** or any other motor vehicles for which details have been supplied to **Us** and a **Receipt/Certificate of Motor Insurance/Green Card** has been delivered to **You** and remains effective.

Specific definitions of "**Your Vehicle**" appearing in this certificate are described below.

- **Private Car** means any passenger carrying motor vehicle with not more than 9 seats (including the driver) and not used for hire or reward which appears in the **Schedule**.
- **Goods-carrying vehicle** means any motor vehicle manufactured and used for the carriage of goods for business purposes which appears in the **Schedule**.
- **Motor Cycle** means any mechanically propelled two-wheeled vehicle with or without a sidecar attached which appears in the **Schedule**.

## Accessories

Additional or supplementary parts of **Your Vehicle** which are not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment where any of these form an integral part of **Your Vehicle** (the maximum **We** will pay in respect of any loss will be 500 Euros). Mobile phones which operate independently through their own battery pack are not **Accessories** within this definition. Where **Your Vehicle** is a motor home the term shall also include fixtures fittings furniture and furnishings.

## Market value

The cost of replacing **Your Vehicle** with one of a similar type and condition as determined by reference to standard trade guides (in Spain, Ganvam) but not exceeding the estimate of value shown in the **Schedule**.

## Trailer

Any drawbar **trailer** or caravan.

## Schedule of cover

Details of **You/Your Vehicle** and the insurance protection provided to **You**. The **Schedule** is part of and must be read with this certificate.

## Period of Insurance

The period of time covered by this insurance as shown in the **Schedule** and any further period for which **We** agree to insure **You**. Tacit renewal does not apply to this insurance.

## Receipt

A document confirming payment of all or part of the premium and which provides proof that **You** have the motor insurance necessary to comply with the law. **You** must carry this document in the vehicle at all times. Failure to do so may render **You** liable to a fine.

## Certificate of Motor Insurance

A document that provides proof that **You** have the motor insurance necessary to comply with the law of certain countries within the **Territorial Limits**. It shows who can drive **Your Vehicle** and what purpose it can be used for. The **Certificate of Motor Insurance** does not indicate the full policy cover and for this **You** need to refer to the main text of this booklet.

|                           |   |
|---------------------------|---|
| <b>Green Card</b>         | A document required by certain non- <b>EU</b> countries to provide proof that <b>You</b> have the minimum insurance cover required by law to drive in that country.   |
| <b>EEA</b>                | European Economic Area  |
| <b>Endorsement</b>        | Changes in the terms of <b>Your</b> cover as shown in the <b>Schedule</b> .   |
| <b>EU</b>                 | European Union  |
| <b>Excess</b>             | The amount of any claim <b>You</b> will have to pay if <b>Your Vehicle</b> is lost stolen or damaged.   |
| <b>Fire</b>               | <b>Fire</b> self-ignition lightning and explosion.  |
| <b>Theft</b>              | <b>Theft</b> or attempted <b>Theft</b> .  |
| <b>Road Traffic Acts</b>  | Any Acts Laws or Regulations, which govern the driving or use of any motor vehicle in a member country of the <b>EU</b> .   |
| <b>Territorial Limits</b> | This insurance applies in the following countries including sea transit between any ports in those places including the process of loading and unloading <ul style="list-style-type: none"> <li>1) Any member country of the <b>EU</b></li> <li>2) The Isle of Man and the Channel Islands</li> <li>3) Finland Norway and Switzerland.</li> </ul> |

## LAW APPLICABLE TO THE CONTRACT

**You** and **The Insurers** are free to choose the law applicable 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 principal place of business) will apply.

For those cases where the vehicle is registered in Spain Spanish law on Insurance Policies 50/1980 dated 8 October and Spanish Law on the Ordination and Supervision of Private Insurance and related subordinate legislation apply.

## POLICY COVER INDEX

**Refer to Your Schedule to see which Sections apply**

### SECTION 1 – DAMAGE TO YOUR VEHICLE

#### WHAT IS COVERED

##### 1. Loss or damage to Your Vehicle

If **Your Vehicle** is lost stolen or damaged **We** will at our option either:

- a) Pay for the repair of **Your Vehicle** or
- b) Replace **Your Vehicle** or
- c) Pay the amount of the loss or damage.

A claim for any unobtainable part or accessory as a result of **Fire Theft** or **Damage** will be limited to the cost shown in the manufacturer's last published list price plus the reasonable cost of fitting.

If the Vehicle is not of **EEA** specification any loss or damage covered by the policy may be settled on a cash in lieu basis at our discretion.

If **We** settle a claim on the basis that **Your Vehicle** is a total loss or uneconomic to repair the salvage will be retained by **You**. The insurance will become null and void and **The Insurer** will be entitled to the premium for the unexpired **Period of Insurance**.

The maximum amount **We** will pay will be the **Market value** of **Your Vehicle** immediately prior to the loss or damage less any salvage value but not exceeding **Your** estimate of value shown on the **Schedule**.

The same cover also applies to **Accessories** and spare parts relating to **Your Vehicle** whilst these are in or on **Your Vehicle**.

The maximum amount **We** will pay in respect of in-car equipment is 500 Euros.

If to our knowledge Your **Vehicle** is subject to a hire purchase or leasing agreement such payment will be made to the owner described in that agreement whose **Receipt** will be a full and final discharge to **Us**.

If **Your Vehicle** is disabled due to loss or damage **Insured** under this policy **We** will pay the reasonable cost of protection and removal to the nearest repairers.

If **You** have more than one vehicle **Insured** with **Us** the maximum **We** will pay in respect of loss or damage whilst the vehicles are garaged together at the same location will be 500,000 Euros.

If damage to **Your Vehicle** is limited to accidental breakage of glass in the windscreen or windows and/or scratching of bodywork resulting solely and directly from such breakage and providing this cover is shown as operative on the **Schedule** a payment under this Section will not affect the allowance of No Claim Discount providing that the payment does not exceed 850 Euros.

## 2. New Vehicle Replacement

Where **Your Vehicle** is a **Private Car** and **You** have Comprehensive cover **We** will replace **Your Vehicle** with a new vehicle of the same make and specification (subject to availability) if within twenty-four months of purchase new by **You** and insured continuously by **You** with us:

- a) If any repair cost or damage covered by the policy exceeds 60% of the list price of **Your Vehicle** (including vehicle tax and VAT) at the time of purchase or
- b) **If your Vehicle** is stolen and not recovered.
- c) If a vehicle of the same make model specification is not available the most **We** will pay is the **Market value** of **Your Vehicle** at the time of loss or damage.
- d) If **We** replace **Your Vehicle** the salvage may at our option be retained by **Us**.

The maximum amount **We** shall pay will not exceed the estimate of value shown on the **Schedule**.

### 3. Tracker System

If shown in the **Schedule** as applying to the vehicle **Insured** a Tracker system as approved and agreed by **Us** is required to be installed and it is a condition of this section of the Policy that:

- a) The Tracker system is kept in an efficient and effective condition;
- b) A service contract is kept continuously in force with the Tracking Company and the company responsible for the service contract is immediately advised by **You** of any apparent defects or failures in the system or signalling;
- c) All detection devices and their circuitry connection for continuous functioning are fully operable at all times;
- d) The system is put into full and effective operation at all times;
- e) **We** are notified immediately
  - i) if the central monitoring body gives written or verbal warning of possible intended withdrawal of response;
  - ii) before any alteration to or replacement of the Tracker system and its associated service contract is made.

#### What is NOT covered

##### 1. Excesses

- a) In respect of any loss or damage to Your Vehicle (including its Accessories and spare parts) You will have to pay the first part of any claim as indicated in the Schedule attached to this Certificate.
- b) If there is loss or damage to Your Vehicle's windscreen or windows (or any scratching of bodywork arising directly and solely from the glass breakage) You will be responsible for the first 75 Euros of any claim unless the repairs or if necessary replacement are carried out by Our nominated repairer.
- c) If Your Vehicle is a cabriolet the Excess shown in the Schedule will double in respect of damage to the hood of the vehicle caused by Theft attempted Theft or any malicious act.

No Excess will however be applied in respect of in-car entertainment equipment as the maximum amount payable in respect of any one claim will be 500 Euros.

2. Loss or damage arising from Theft while the ignition keys of Your Vehicle have been left in or on the vehicle.

3. Loss or damage by theft if any or all the conditions in Section 1.3 (Tracker System) are not complied with.

4. Loss or damage while the vehicle is being driven by or in the charge of any person not entitled to drive in accordance with Your effective certificate of insurance or the Schedule of cover.

5. Loss of Use reduction in value wear and tear or mechanical electrical or computer breakdowns failures or breakages.

6. Damage to tyres by braking punctures cuts or bursts.

7. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at or above the speed of sound.

8. All costs associated with the transporting of Your Vehicle outside of Spain Gibraltar or Portugal for repair.

9. Loss or damage resulting from Theft or unauthorised Use by any person normally resident in the same household as The Insured or any spouse partner or child of The Insured.

## SECTION 2 – LIABILITY TO THIRD PARTIES

### *2A – APPLICABLE ONLY IF THE VEHICLE INSURED IS REGISTERED IN THE UNITED KINGDOM OR GIBALTAR*

#### 1. Your liability to third parties

We will insure You in respect of all sums which You may be required to pay at law and all other costs and expenses incurred with our written consent arising from:

- a) Death or bodily injury to third parties on an unlimited basis
- b) Damage to their property up to 375,000 Euros

The above limits apply in respect of any one claim or number of claims arising out of one event caused by:

- **Your Vehicle**
- Any **Trailer** while it is being towed by **Your Vehicle**

We will also pay any expenses provided You have our written authority.

#### 2. Liability of other persons driving or Using Your Vehicle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property:

- a) Any person **You** give permission to drive **Your Vehicle** provided **Your** effective **Certificate of Motor Insurance** or the **Schedule** allows that person to drive.
- b) Any person travelling in or getting into or out of **Your Vehicle**.

### **3. Indemnity to legal personal representatives**

In the event of the death of anyone who is **Insured** under this section **We** will cover his/her legal personal representatives for any liability of the deceased person if that liability is **Insured** under this section.

#### **What is NOT covered**

1. Any person **Insured** under this section who fails to observe the terms exceptions and conditions of this Insurance as far as they apply. The cover shall also not apply if they can claim under another policy of insurance;
2. Loss or damage to property belonging to or in the care of anyone **We** insure who claims under this section;
3. Damage to any vehicle where cover in connection with the Use of driving of that vehicle is provided by this section;
4. Death or personal injury to any person **You** give permission to drive **Your Vehicle**

#### ***2B – APPLICABLE ONLY IF THE VEHICLE INSURED IS REGISTERED IN SPAIN OR IN ANY OTHER COUNTRY NOT SPECIFIED UNDER SECTION 2A***

##### **1.1 Mandatory Civil Liability Cover**

**We** will insure any authorised driver or **The Insured Vehicle** in respect of all sums which may be required to be paid under Spanish Law (Law on Civil Liability and Insurance in the Transit of Motor Vehicles and the modifications made therein by Law 30/95 on the Regulation and Supervision of Private Insurance and of the Regulations for Civil Liability and Insurance in the Transit of Motor Vehicles approved by Royal Decree 7/2001 of January 12<sup>th</sup> (Official State Bulletin of January 13<sup>th</sup> 2001) and in accordance with the terms of Article 1902 of the Civil Code and concurrent ones of the Criminal Code) and all other costs and expenses incurred with our written consent arising from:

- a) Death or bodily injury to third parties – up to 350,000 Euros per person
- b) Damage to property – up to 100,000 Euros per claim

##### **1.2. Voluntary Civil Liability Cover**

In addition to the limits stated in 2B 1.1.a and b above

**We** will insure **You** and any authorised driver of **The Insured Vehicle** in respect of all sums which may require to be paid under Spanish law (pursuant to the terms of Article 1902 and concurrent ones of the Civil Code Article 109 and concurrent ones of the Criminal

Code and of Article 1 of the Law on Civil Liability and Insurance in the transit of Motor) and all other costs and expenses incurred with our written consent arising from:

- a) Death or bodily injury to third parties – up to 49,650,000 Euros
- b) Damage to their property – Up to 275,000 Euros

The above limit applies in respect of any one claim or number of claims arising out of one event caused by:

- **Your Vehicle**
- Any **Trailer** while it is being towed by **Your Vehicle** provided that its total weight does not exceed 750kg and that its license plate number coincides with that of **The Insured** vehicle.

The indemnity provided by this section is in addition to the maximum indemnities provided under section 2B.1.1 Mandatory Civil Liability.

### **What is NOT covered**

#### **1. Bodily Injury and/or Material Damage:**

- a) Sustained by the driver of The Insured Vehicle
- b) Sustained by third parties in the event of Theft of the vehicle said Theft being defined exclusively as those behaviours classified as Theft or Theft for Use in Articles 237 and 244 of the Criminal Code respectively and whose indemnity corresponds to the Insurance Compensation Consortium.
- c) Sustained by any person who of his own free will was an occupant of the stolen vehicle and We can demonstrate that the former was aware of this circumstance
- d) Caused when driving under the influence of alcohol or toxic drugs narcotics or psychotropic substances.

#### **2. Material Damage:**

- a) Caused to The Insured Vehicle due to the objects it was transporting and by those material items of which the Policyholder Insured owner or driver or any of their spouses or relatives to the third degree of relationship or kinship are the titleholder.
- b) Caused when the Policyholder or the Driver has infringed the statutory provisions regarding requirements and number of persons carried Weight or size of load and the infringement was the determinant cause of the accident.

#### **3. Liability:**

- a) For damage caused to objects or goods transported in or on the vehicle.
- b) For damage caused by items carried in the vehicle or which are in the possession of The Insured or for persons for whom he is legally responsible.
- c) Contractual civil liability.

- d) For damage or injury caused to the persons being carried when the vehicle is not officially authorised for the transport of persons except in the case of emergency.
- e) For the expenses arising out of the defence of The Insured or the Driver in criminal cases before courts tribunals or competent authorities unless otherwise agreed.
- f) For the payment of fines or sanctions imposed by courts or competent authorities and the consequence of non-payment of the same.
- g) For death or injury to:
  - i. persons who are employed or receive a salary from persons whose civil liability is covered by this policy in losses that are considered job accidents
  - ii. persons who habitually live with or at the expense of the person whose civil liability is covered by this policy.

### 1.3. Legal Defence

If any person has an accident that is covered under Section 2A and 2B we may arrange for legal services to be provided to:

- a) Represent that person at any coroner's inquiry or fatal accident inquiry; or
- b) Defend that person against a driving charge arising from the incident if we decide there is a reasonable chance of success. We will not pay any legal costs or provide legal services if that person decides to plead guilty but they want a solicitor to speak to the court on their behalf. We will not pay any legal costs or provide legal services for charges to do with speeding driving under the influence of drink or drugs or for parking offences.

## SECTION 3 – INJURY TO THE POLICYHOLDER

If **Your Vehicle** is a **Private Car** and **You** suffer accidental bodily injury in direct connection with **Your** car or while getting into or out of or travelling in any other private car not belonging to **You** or hired to **You** under a hire purchase agreement and if within 3 months of the accident the injury is the sole cause of:

1. Irrecoverable loss of sight in one or both eyes or
2. Loss of any limb

We will pay **You** 3,500 Euros in respect of 1 or 2 above.

We will pay under one only of 1 or 2 above in respect of any one accident and the maximum amount payable in any one **Period of Insurance** will not exceed 3,500 Euros.

If **You** have any other insurances with **Us** in respect of any other car or cars **You** will only be able to obtain compensation for **Your** injuries under one.

## What is NOT covered

- a. Bodily injuries arising from attempted suicide;
- b. Companies or firms;
- c. You if You are 75 years old or older at the time of the accident;
- d. You if You do not hold a licence or are disqualified from holding or obtaining such a licence.

## SECTION 4 – MEDICAL EXPENSES

If **You** or any other occupant of **Your Vehicle** is injured as a direct result of **Your** car being involved in an accident **We** will pay for the medical expenses in connection with such injury up to the sum of 400 Euros in respect of each person injured.

## SECTION 5 – EMERGENCY TREATMENT (Applicable to the United Kingdom only)

We will refund payments any person using any vehicle covered by this policy has made under the Road Traffic Acts (United Kingdom only) for emergency treatment. If we make a payment under this section this will not affect your no-claim discount.

## SECTION 6 – FOREIGN USE/COMPULSORY INSURANCE

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

- a) Any country which is a member of the European Union
- b) Any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7.2 of the E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC).

In addition to this minimum cover the certificate provides the cover shown in the **Schedule** in any of the countries within the **Territorial Limits** provided that **You** ordinarily reside in Spain Portugal or Gibraltar.

Cover also includes:

- a) Transit by sea air or rail in or between the **Territorial Limits**
- b) Reimbursement of any customs duty **You** may have to pay after temporarily importing **Your** car into any country within the **Territorial Limits** subject to **Your** liability arising as a direct result of a claim covered under this policy.

## **SECTION 7 – 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 8 – REPLACEMENT LOCKS**

Where **Your Vehicle** is a **Private Car** if the car keys or lock transmitter are stolen **We** will pay the cost of replacing

- a) The door locks and/or boot lock; and/or
- b) The ignition/steering lock; and/or
- c) The lock transmitter and central locking interface

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 or transmitter.

The maximum **We** will pay under this section is 500 Euros.

### **What is NOT covered**

**We** will not pay for the cost of replacing any alarms or other security devices used in connection with **Your Vehicle**.

## **SECTION 9 – NO CLAIM DISCOUNT**

If **You** do not make a claim under **Your** insurance **Your** renewal premium will be reduced in accordance with our scale as applicable.

If more than one car is **Insured** by this policy the no claim discount will be applied as if a separate policy had been issued for each car.

The no claim discount is not earned under a policy in force for less than 12 months. If **We** agree to a transfer of this insurance to another person the no claim discount already earned under this insurance will not apply to the person to whom the policy is being transferred.

Repairs to or replacement of your vehicles windscreen or windows by our nominated repairer will not invalidate your no claims discount providing that the payment does not exceed 850 Euros.

## **SECTION 10 – EXTRAORDINARY RISKS (CONSORCIO) APPLICABLE ONLY TO SPANISH REGISTERED VEHICLES**

### **CONSORTIUM OF INSURANCE COMPENSATION**

In accordance with the provisions of Sections 6 and 8 of the Legal Statute of the Insurance Compensation Board (*“Estatuto Legal del Consorcio de Compensación de Seguros”*) promulgated by Section 4 of Act 21/1990 of 19 December (Official State Gazette of the 20<sup>th</sup>) the **Policyholder** under an insurance contract which includes an obligatory surcharge in favour of the said Public Body as referred to in Section 7 of the said Legal Statute is entitled to arrange cover in respect of extraordinary risks with any insurer fulfilling the conditions laid down by current legislation with the Insurance Compensation Board meeting compensation deriving from claims arising in respect of extraordinary circumstances in Spain which affect the risks situated therein in favour of **Insured persons** who having paid the corresponding surcharges to the same are in one of the following situations:

- a) The extraordinary risk covered by the Insurance Compensation Board is not covered by insurance policy.
- b) Even if covered by insurance policy the obligations of **The Insurer** cannot be met because it has been declared insolvent in temporary receivership or being in a situation of insolvency is subject to liquidation proceedings or the same have been taken over by the Insurance Company Liquidation Commission. The Insurance Compensation Board shall operate in accordance with the provisions of the said Legal Statute amended by Act 30/1995 of 8 November on the Regulation and Supervision of Private Insurance (Official State Gazette of the 9<sup>th</sup>) the Insurance Contracts (Act 50/1980 of 8 October) Royal Decree 2022/1986 of 29 August promulgating the Regulations regarding Extraordinary Risks to People and Property (Official State Gazette of 1 October) and complementary pro

## SUMMARY OF LEGAL RULES

### 1. Extraordinary circumstances covered

Extraordinary circumstances shall mean:

- a) The following natural phenomena: earthquakes and seaquakes extraordinary flooding volcanic eruption atypical cyclonic storms and falling meteorites and extraterrestrial bodies.
- b) Those occurring violently as the result of terrorism rebellion sedition uprising and general rioting.
- c) Actions or circumstances of the Armed Forces or Security Forces and Bodies in peacetime.

### 2. Excluded risks

The following damage and injury shall not be subject to compensation by the Insurance Compensation Board:

- a) That which does not give rise to compensation pursuant to the Insurance Contracts Act.
- b) That caused to persons or property **Insured** by insurance contracts other than those under which a surcharge in favour of the Insurance Compensation Board is obligatory.
- c) That due to inherent vice or defect in the thing **Insured**.
- d) That produced by armed conflict even though it has not been preceded by an official declaration of war.
- e) That which as a result of its scale and seriousness is classified by the national government as a "natural catastrophe or calamity".
- f) That deriving from nuclear power.
- g) That due to the mere action of time or atmospheric agents other than the natural phenomena previously referred to.
- h) That caused by activities arising in the course of meetings and demonstrations carried out pursuant to the provisions of Act 9/1983 of 15 July and during the course of legal strikes.
- i) Indirect losses of any type deriving from direct or indirect loss or damage.
- j) That caused by bad faith on the part of **The Insured**.
- k) That arising prior to payment of the first premium.

- l) That arising whilst cover is suspended or the contract terminated as a result of failure to pay premiums.
- m) That relating to policies dated or which come into effect if later less than 30 days before the date on which the loss or damage occurs except in the cases of replacement or substitution of policy or automatic adjustment of sums **Insured**.

### 3. Excesses

In damage insurance the same shall be 10% of the amount of the claim but may not exceed 1% of the sum **Insured** nor be less than 150.25 Euros. The said lower limit shall not apply when the sum **Insured** is equal to or less than 1,5025 Euros. In cases in which the said sum **Insured** is equal to or exceeds 6,010,121 Euros the **Excess** scale shall be applied in relation to percentage of claim and absolute maximum limits as laid down by Section 9 of the Regulations regarding Extraordinary Risks to Persons and Property as promulgated by Royal Decree 354/1988 of 19 April. The **Excess** shall be applied to each claim and in respect of each risk situation.

No deduction by way of **Excess** shall be made in the insurance of the persons.

### 4. Optional terms in ordinary insurance

In cases in which the ordinary policy includes clauses covering first loss replacement value floating capital or capital benefit terms the said types of insurance shall also apply to compensation for losses deriving from extraordinary circumstances in the same terms the said cover covering the same property and sums **Insured** as the ordinary policy. Such clauses may not be included in the coverage or extraordinary risks unless they also apply in the ordinary policy.

### 5. Under – and over - insurance

In cases of under insurance **The Insured** shall be Insurer in respect of the corresponding proportion. If the sum **Insured** substantially exceeds the value of the interest the loss effectively caused shall be the subject of compensation.

## Legal procedure in the case of loss

In the case of loss **The Insured** must:

Notify the occurrence thereof to the Offices of the Consortium of Insurance Compensation or the Insurance Company which issued the policy within seven days from the time the person became aware of the loss. The notification should be made by means of the form established for said purpose which is available at said offices and accompanied by the following documentation:

- a) Copy or photocopy of the premium **Receipt** confirming payment of the premium corresponding to the current annual instalment and those which expressly indicate the amount date and method of payment thereof.
- b) Copy or photocopy of the clause relating to coverage of Extraordinary Risks General Specific and Special Conditions of the ordinary policy as well as any modifications appendices or supplements to said policy as appropriate.
- c) Copy or photocopy of the National Identity Card or Fiscal Identity Number.
- d) Information regarding the banking entity at which the indemnifiable amounts have to be deposited indicating the entity number the branch number the check digit and the account number as well as the address of the said entity.
- e) Retain evidence and remains from the claim for the expert appraisal and in the case of this being completely impossible present documentation to evidence the damage such as photographs or statutory declarations which will be at the cost of **The Insured**. At the same time efforts should be made to ensure that no additional damage or loss is caused which would be payable by **The Insured**.

## GENERAL EXCEPTIONS (Applicable to All Sections)

*Your insurance does not cover the following:*

### 1. Any accident injury loss or damage while any vehicle Insured is being:

- a) Driven by any person other than as described in the Schedule and the section of Your Certificate of Motor Insurance headed "Persons entitled to drive"
- b) 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
- c) Driven by anyone else with Your 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

2. any accident injury loss or damage caused when any authorised Driver is under the influence of alcohol or drugs toxic substances or narcotics. Intoxication is deemed to exist when the degree of alcohol is higher than the limit allowed by the law applicable to this matter or the Driver is convicted of the specific offence of driving under the influence of alcohol or the court judgement against him/her specifically mentions the circumstances as the determinant and/or concurrent cause of the accident.

NOTE: SHOULD EXCEPTIONS 1 OR 2 BE CONTRAVENED AND BY LAW WE HAVE TO MAKE PAYMENTS TO ANY THIRD PARTY IN RESPECT OF INJURY LOSS OR DAMAGE THE INSURER HAS THE RIGHT AGAINST THE POLICYHOLDER TO RECOVER ALL OUTLAY INCURRED.

3. Any liability You have accepted under an agreement but which would not attach if that agreement did not exist.

4. Any injury loss or damage or any consequent loss arising from:

- a) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of the assembly.

5. Any consequence of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military force or coup except so far as is necessary to meet the requirements of the Road Traffic Acts.

6. Any accident injury loss or damage (except under Section 2) arising from or in consequence of:

- a) Earthquakes
- b) Riot or civil commotion

7. Any claim following within the terms and conditions of Section 10 of this policy—Consortium of Insurance Compensation.

8. Detention Seizure Confiscation or any attempt thereof.

9. a) Loss damage cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b) Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism Furthermore if The Insurer alleges that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon The Insured. In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

For the purpose of this exclusion an act of terrorism means:

An act including but not limited to the Use of force or violence and/or 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 similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## GENERAL CONDITIONS

### 1. Claims procedure

The **Policyholder** or his/her legal personal representatives **must** notify **The Insurer** of any accident injury loss or damage within a maximum period of seven days from the day on which it was known. If the former fails to do so **The Insurer** may claim damages and losses for non-declaration unless it can be shown that **The Insurer** had knowledge from another source.

Within a further maximum period of seven days from the day of notification of the accident injury loss or damage the **Policyholder** shall in addition send a signed notification to **The Insurer** with information pertaining to the circumstances and consequences of the loss and in particular the date time duration of the loss the known presumed causes the means adopted to minimise the consequences the circumstances in which it occurred and a list of known damage.

Any communication **You** receive about the incident should be sent to **Us** immediately unanswered. **You** or **Your** legal personal representative must also let **Us** know immediately if anyone **Insured** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry.

**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 in the name of the person claiming under the insurance the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **We** have made under this insurance. **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 insurance shall give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

All documentation relating to a claim should be submitted direct or via Your Insurance Adviser to Iberian Expatriate Agencia de Suscripción SL (Sociedad Unipersonal), Sotomarket, Planto Atico, Oficinas 10-14, Urbanización Sotogrande, Ctra Cádiz-Málaga, 11310 San Roque, Cádiz, España

## 2. Cancellation

**You** may cancel this insurance at any time by returning **Your Certificate of Motor Insurance** and **Receipt** to **Us**. Provided no claim has occurred during the current **Period of Insurance** **We** will calculate the premium for the period for which **We** have **Insured You** and refund any balance. If **You** cancel the policy the refund will be based on our short period rates. Either party may notify the other in writing of its objection to renewal of the insurance. **We** will provide two months notice prior to the renewal date and **You** must provide seven days notice prior to the renewal date.

In the event of non-disclosure or misrepresentation of any material fact **We** may cancel this insurance by sending one month's notice of termination of the contract by registered letter to **Your** last known address. Any premium paid for the current **Period of Insurance** will not be refunded in such an event.

## Short Period Rates

| Period Policy in force                                | Annual Premium refundable |
|---|---------------------------|
| One month or less                                     | 75%                       |
| Two months  | 62.5%                     |
| Three months  | 50%                       |
| Four months   | 37.5%                     |
| Five months   | 32.5%                     |
| Six months  | 25%                       |
| Seven months  | 20%                       |
| Eight months  | 10%                       |
| Refund premium will be net of taxes and other charges |                           |

### **3. Other insurances**

If at the time of any claim arising under this insurance there is any other insurance policy 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 this 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.

### **4. 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**.

### **5. Your duty to comply with the conditions of this certificate**

Our provision of insurance under this certificate is conditional upon **You** observing and fulfilling the terms provisions conditions and **Endorsements** of this certificate. **We** will only provide cover under this certificate if the information given by **You** in the proposal form and declaration is to the best of **Your** knowledge true and correct.

### **6. 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 benefit under this certificate shall be forfeited.

## COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service. However there may be occasions when **You** feel that this objective has not been achieved. Should **You** wish to make a complaint regarding **Your** Policy please contact **Us** at the address contained on the back cover of this document. **We** will deal with this on **Your** behalf and resolve the matter for **You**.

In the unlikely event that **You** are not satisfied then please write to :

- **The Managing Director, Ibex Insurance Services Limited, The Tower, Marina Bay, Gibraltar**

With full details (including **Your** Policy Number **Your** Claim Number or both). A comprehensive review of the matter will then be carried out and a final decision given

If after taking this action **You** are not satisfied with the way a complaint has been dealt with **You** may write to:

- **“Lloyd’s Complaints Department” at 1 Lime Street London EC3M 7HA Great Britain**

If however **You** should still remain dissatisfied there is a further course of action open to **You**. If **We** do not resolve **Your** complaint within 40 working days the Financial Ombudsman Service will accept a direct referral. While **We** are bound by the decision of the Financial Ombudsman Service **You** are not.

**The Financial Ombudsman Service may be contacted at South Quay Plaza 183 Marsh Wall London E14 9SR.**

Telephone No +44 (0) 845 080 1800.

The Financial Ombudsman Service will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve **Your** complaint and **You** are a private policyholder.

Following the complaints procedure does not affect **Your** right to legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Lloyd’s underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd’s underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyd’s Chambers, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

## CONTRACT CLAUSE

I/**We The Insured** hereby declare that I/**We** have received from **The Insurer** in writing on the date our proposal was signed all relevant information relating to the law applicable to this contract of insurance the various mechanisms for making claims the member state in which the registered office of **The Insurer** is situated and the Authority in charge of controlling **The Insurer's** activities the name address and legal form of **The Insurer**.

Signature of the **Policyholder/Insured**

In

On

## ENDORSEMENTS

Please see below the following endorsements that may be applied to your policy and appear on your schedule.

### **C01**

#### **Cabrio/Soft top warranty**

When the vehicle is not in use a warranted and agreed alarm and immobiliser must be in operation, in addition to secure parking. (Not applicable to third party only policies)

### **CE1**

#### **Vehicle excluded**

CE1 - Noted and agreed cover is hereby excluded on registration number until such time as a satisfactory engineers report and road worthiness certificate is provided.

### **D01**

#### **Driver limitation**

It is noted and agreed that third party only cover will apply to this policy when driver named is driving and or in charge of the vehicle.

### **GE1**

#### **Glass excluded**

Glass cover is excluded for registration number.

### **HC1**

#### **Car hire indemnity cover**

If the insured vehicle is damaged or lost as a result of a road traffic accident or theft we will indemnify you for cost of hiring an alternative vehicle (subject to the limits specified below) in the following circumstances:

(a) If your vehicle is immobilised as a result of an accident which is covered under the terms of your policy. This cover expressly excludes breakdown of the insured vehicle.

(b) If your vehicle is found to be a total loss i.e. when the cost of repair exceeds 80% of the market value of your vehicle.

(c) If your vehicle is stolen. This cover is only operative 24 hours after the theft is reported to us.

Prior to any payment you must provide us with a copy of the hire agreement detailing the duration and cost of the hire and paid invoice.

**IMPORTANT:** The cover is limited to a weekly and maximum overall limit. See policy schedule for limits.

**HCE**  
**Car hire indemnity cover excluded**

Car hire indemnity cover is hereby excluded

**PB1**  
**Protected no claims discount**

Section 9 is amended to read:

The maximum level of no claim discount allowed by us and your premium will remain unchanged irrespective of a claim occurring during any one period of insurance subject to a maximum of 2 claims in any 3 year period.

Claims arising from:

Repairs to or replacement of your vehicles windscreen or windows by our nominated repairer, breakdown assistance and accident recovery will not be counted as a claim under this clause.

Your premium may change if there is a material change in your circumstances that makes you ineligible for protected no claims discount.

**T01**  
**Tracker warranty**

Tracker system warranty applies - see your policy booklet.

**T02**  
**Theft cover excluded**

Theft cover is excluded until such time as an approved tracker system is fitted and is accepted by underwriters.

**T03**  
**Theft cover excluded**

When the vehicle is not situated on the Canary Islands theft cover is excluded unless an approved tracker system is fitted and accepted by underwriters.



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