



# Motor Insurance

 Policy Wording

# Spain

LLOYD'S

*making life easier*

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## WELCOME TO IBEX INSURANCE

Thank You for insuring Your Vehicle with Us.

We are here to provide a great service to You, and will strive to meet all Your needs to make insuring with Us as easy as possible.

This document details all You need to know about Your policy and should be read alongside Your policy schedule.

The policies covered by this document are:

- Motor
- 4x4
- Motorbike

We are the largest expatriate insurance provider in the Iberian Peninsula and can help You with all Your insurance needs:

### *Travel*

For customers based in Spain. Annual multi-trip and single trip policies, 24 hour medical emergency worldwide assistance, extensive sports included and more!

### *Home Plus*

Extensive buildings and contents cover. Flexible and tailor-made for Your home, with many discounts available.

### *Home Holiday Apartment*

A top-up policy to cover Your contents, fixtures and fittings.

### *Pet*

For cats and dogs in Spain. Cover for vet's fees, Theft/straying, overseas travel, loss of pet passport and more.

### *Medical*

Flexible cover which includes access to a private GP helpline 24 hours a day.

### *Marine*

Quality cover for boats and yachts, including accidental damage. Earn no claims discount.

Discounts are available for taking out multiple policies with Ibex.

To request further information or to apply for cover, please visit Your local insurance intermediary or contact Ibex Customer Services on:

**+ 34 900 70 70 00**

Or log on to:

**[www.ibexinsure.com](http://www.ibexinsure.com)**

## GENERAL DEFINITIONS applying to sections 1-8 & 10

The certificate and Schedule of Cover together with any Endorsement should be read together as one contract. Whenever the following words appear they will have the meaning given below:

<b>The Insured/You/ Your Policyholder</b>	The person or company described as The Insured on the schedule.
<b>The Insurer/We/Us</b>	Certain underwriters at Lloyd’s as specified on Your policy schedule [controlling authority: The Financial Services Authority United Kingdom].
<b>Your Vehicle</b>	<p>Any private motor vehicle described on Your schedule. In section 1 “Damage to Your Vehicle and its Accessories” and section 2 “Fire and Theft” the term “Your Vehicle” also includes its Accessories and spare parts, whether they are on or in Your Vehicle, or stored in a separate secure locked place.</p> <p>Specific definitions of “Your Vehicle” appearing on this schedule are described below:</p> <ul style="list-style-type: none"> <li>• 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 on the schedule.</li> <li>• Light commercial vehicle means a vehicle designed to carry goods and 4 or less passengers. The vehicle must weigh less than 3.5 tonnes GVW (Gross Vehicle Weight). Please note that the carriage of Hazardous Goods as referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) is not permitted unless otherwise agreed and defined on Your schedule.</li> <li>• Motor cycle means any mechanically propelled two-wheeled vehicle with or without a sidecar attached which appears on the schedule.</li> </ul>
<b>Accessories</b>	Standard parts or products specifically designed to be fitted to Your Vehicle. We may treat some Accessories as modifications, so please tell Us about any alterations to Your Vehicle.
<b>Certificate of Motor Insurance</b>	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.
<b>Contribution</b>	A proportion of the claim You may be asked to pay if We have to replace parts of Your Vehicle which were worn or damaged prior to The Insured loss. This is to avoid betterment which would be any improvement to Your vehicle beyond the condition it was in before the loss or damage occurred.
<b>EEA</b>	European Economic Area.
<b>Endorsement</b>	Changes in the terms of Your cover as shown on the schedule.
<b>EU</b>	European Union.

<b>Excess</b>	The amount of any claim You will have to pay if Your Vehicle is lost stolen or damaged. You are responsible for the Excess even if the accident is not Your fault.
<b>Fire</b>	Fire, self-ignition lightning and explosion.
<b>Green Card</b>	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.
<b>Market Value</b>	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 on the schedule.
<b>Period of Insurance</b>	The period of time covered by this insurance as shown on the schedule and any further period for which We agree to insure You. Tacit renewal does not apply to this insurance.
<b>Receipt</b>	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.
<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 EU.
<b>Schedule of Cover</b>	The document that shows the vehicle We are insuring and the kind of cover You have with Us.
<b>Territorial Limits</b>	This insurance applies in the following countries and includes sea transit between any ports in those places including the process of loading and unloading: 1) Any member country of the EU; 2) Isle of Man and the Channel Islands; 3) Norway and Switzerland.
<b>Theft</b>	Theft or attempted Theft.
<b>Trailer</b>	Any drawbar Trailer or caravan, excluding horseboxes or any Trailer used for the transportation of livestock.
<b>Vehicle Use</b>	Limitations as to use: Social Domestic and Pleasure and in connection with the business or profession of the Policyholder. Excluding use for hire or reward, racing, trials or track days or for any purpose in connection with the motor trade.

## WHAT AM I COVERED FOR?

### Important

**You must tell Us about any material changes in circumstances as We may not be able to offer cover in every case. Failure to notify Us may mean that You will be unable to make a claim under this policy of insurance.**

### Who can drive my vehicle?

Please refer to Your schedule and/or Your certificate of insurance which details individuals who may drive Your Vehicle and any driving limitations that apply to Your Vehicle. Drivers can be added to Your policy at any time during the policy period providing they are eligible for inclusion.

### Am I covered to drive other vehicles?

No. This policy does not provide any cover for driving any vehicle which is not the vehicle currently shown on Your policy schedule, certificate of insurance or Receipt.

### Which part of this policy relates to me?

Refer to Your policy schedule which highlights the applicable sections.

- Comprehensive Cover – sections 1-9 & 11 apply.
- Third Party Fire and Theft – sections 2, 3, 7, 8, 9 apply.
- Third Party Only - sections 3, 7, 8, 9 apply.
- Motor Legal Protection – section 10

### General Conditions and General Exceptions:

There are Conditions and Exceptions which apply to individual sections of the policy and General Conditions and General Exceptions which apply to the whole policy.

## WHAT YOU SHOULD DO, WHEN CIRCUMSTANCES CHANGE / KEEPING YOUR POLICY UP TO DATE

It is important that You manage Your policy and keep it up to date, for example:

### Please tell Us beforehand

- if You intend to modify Your Vehicle, even if the modification is only cosmetic;
- if You intend to change to a different vehicle;
- if You would like to add another driver to Your policy.

### Please tell Us immediately

- if You have sold Your vehicle;
- if You or any driver of Your Vehicle are involved in an accident or loss no matter how trivial even if You do not wish to make a claim;
- if You change Your address;
- if You or any driver have been disqualified from driving or had Your/their driving license revoked.

### Please tell Us when You renew Your insurance

- of any motoring convictions or fixed penalties You or any driver likely to drive Your Vehicle had during the year, any pending prosecutions or any previous convictions not disclosed;
- of any accident, Theft or loss regardless of fault that You or any person using Your Vehicle has made, excluding claims under this policy;
- of any other factors which may influence our decision to insure You.

## SECTION 1 – DAMAGE TO YOUR VEHICLE AND ITS ACCESSORIES

### A) WHAT IS COVERED:

Loss or damage to:

- Your Vehicle.

And also:

- Your Vehicle's standard Accessories or spare parts whilst in or on Your Vehicle.
- Your Vehicle phone, CD player, radio cassette player or any other audio/visual equipment as long as they are permanently fitted to Your Vehicle.

In the event of a claim, the maximum We will pay against the loss or damage to this equipment is 500 Euros (Policy Excess, does not apply).

### B) WHAT WE WILL PAY:

- If We settle a claim on the basis that Your Vehicle is a total loss or uneconomical to repair, the salvage will be retained by You. The insurance will be cancelled 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 damage less any salvage value but not exceeding Your estimate of value shown on the schedule.
- A claim for any unobtainable part or accessory as a result of 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 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 undriveable due to 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.

### C) WHAT IS NOT COVERED:

- **Excesses**
  - **The first amount of any claim shown on Your current schedule under Policy Excess (including any additional voluntary Excess).**
  - **If Your Vehicle is a cabriolet the Excess shown on the schedule will double in respect of damage to the hood of the vehicle caused by Theft, attempted Theft or any malicious acts.**
- **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 current schedule.**
- **Loss of use, reduction in value, wear and tear or mechanical, electrical or computer breakdowns, failures or breakages.**
- **Damage to tyres by braking, punctures, cuts or bursts.**
- **All costs associated with the transportation of Your Vehicle outside of Spain, Gibraltar or Portugal for repair.**
- **Loss or damage resulting from unauthorised use by any person normally resident in the same household as The Insured or any spouse, partner or child of The Insured.**
- **Loss or damage to Your Vehicle caused by it being driven after an accident.**
- **Loss or damage to Your Vehicle, if Your Vehicle has been fitted with a dual-fuel system such as petrol/diesel and CNG/LPG unless You have previously declared this on Your proposal form and have a Certified Certificate of Installation or Your Vehicle was bought as manufactured/supplied dual fuel car.**

See also:

Page 24 & 25 General Exceptions

Page 26 & 27 General Conditions

Page 28 Endorsements

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 2 - FIRE AND THEFT

### A) WHAT IS COVERED:

Loss or damage to:

- Your Vehicle.

And also:

- Your Vehicle's standard Accessories or spare parts whilst in or on Your Vehicle.
- Your Vehicle phone, CD player, radio cassette player or any other audio/visual equipment as long as they are permanently fitted to Your Vehicle.

In the event of a claim, the maximum We will pay against the loss or damage to this equipment is 500 Euros (Policy Excess, does not apply) where the loss is caused by:

- Theft or attempted Theft; • Fire or lightning.

### B) WHAT WE WILL PAY:

- If We settle a claim on the basis that Your Vehicle is a total loss or uneconomical to repair the salvage will be retained by You. The insurance will be cancelled and The Insurer will be entitled to the premium for the unexpired Period of Insurance.
- A claim for any unobtainable part or accessory as a result of Fire or Theft will be limited to the cost shown in the manufacturer's last published list price plus the reasonable cost of fitting.
- 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.
- 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 undrivable 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.

### C) WHAT IS NOT COVERED:

- **Excesses**
  - **The first amount of any claim shown on Your current schedule under Policy Excess (including any additional voluntary Excess).**
  - **If Your Vehicle is a cabriolet the Excess shown on the schedule will double in respect of damage to the hood of the vehicle caused by Theft or attempted Theft.**
- **Loss or damage caused by Theft or attempted Theft if the keys or other device which unlocks Your Vehicle is left in or on Your unattended vehicle, or if Your Vehicle has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked).**
- **Loss of use, reduction in value, wear and tear or mechanical, electrical or computer breakdowns, failures or breakages.**
- **All costs associated with the transportation of Your Vehicle outside of Spain, Gibraltar or Portugal for repair.**
- **Loss or damage by Theft if any or all the conditions in General Conditions (Tracker System) are not complied with.**
- **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 current schedule.**
- **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.**
- **Loss or damage to Your Vehicle, if Your Vehicle has been fitted with a dual-fuel system such as petrol/diesel and CNG/LPG unless You have previously declared this on Your proposal form and have a Certified Certificate of Installation or Your Vehicle was bought as manufactured/supplied dual fuel car.**

See also:

[Page 24 & 25 General Exceptions](#)

[Page 26 & 27 General Conditions](#)

[Page 28 Endorsements](#)

**THIS POLICY IS NOT TRANSFERABLE**

### SECTION 3 – LIABILITY TO THIRD PARTIES

#### A) APPLICABLE ONLY IF THE VEHICLE INSURED IS REGISTERED IN THE UNITED KINGDOM OR GIBRALTAR

##### 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:

- Death or bodily injury to third parties on an unlimited basis.
- Damage to their property up to £10,000,000.

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. Provided that its total weight does not exceed 750kg and that its license plate number coincides with that of The Insured Vehicle.

##### 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:

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

##### 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.

##### 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-claims bonus.

#### WHAT IS NOT COVERED:

- **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.**
- **Loss or damage to property belonging to, or in the care of, anyone claiming to be insured by the policy.**
- **Damage to any vehicle where cover in connection with the use or driving of that vehicle is not provided by this section.**
- **Death or personal injury to any person You give permission to drive Your Vehicle.**

#### B) APPLICABLE ONLY IF THE VEHICLE INSURED IS REGISTERED IN SPAIN

##### Mandatory Civil Liability Cover

In accordance with the requirements of Spanish Mandatory Civil Liability Insurance law We will cover You for Your legal liability if there is an accident which involves Your Vehicle.

##### Limits of cover

Where the accident occurs in Spain the amounts covered under this policy will be the amounts applicable in accordance with Spanish Insurance Law.

See also:  
Page 24 & 25 General Exceptions  
Page 26 & 27 General Conditions  
Page 28 Endorsements

**THIS POLICY IS NOT TRANSFERABLE**

**WHAT IS NOT COVERED:****Injury to persons:**

- **Injury sustained by the driver of The Insured vehicle.**
- **Injury to persons when it can be proved that the accident was caused as a result of the behaviour and/or negligence of the victim or circumstances amounting to force majeure unrelated to the driving of Your Vehicle or the operation of Your Vehicle with the exception of loss or damage caused as a result of defects in Your Vehicle or damaged or defective parts.**

**Damage To Property and or injury to persons:**

- **Damage sustained by third parties in the event of Theft of Your Vehicle, said Theft being defined exclusively as those behaviours classified as Theft or Theft for Us in articles 237 and 244 of the Criminal Code respectively and whose indemnity corresponds to the Insurance Compensation Consortium.**

**Damage to Property:**

- **Damage caused to objects or goods transported in or on Your Vehicle which belong to the Policyholder, insured, owner or driver of Your Vehicle, including the spouses or their relatives.**

**Right of recovery**

We will have the right of recovery for any amounts paid in accordance with the mandatory civil liability cover against:

- the driver, Owner and/or Insured where the loss or damage is caused when driving under the influence of alcohol, toxic drugs, narcotics or psychotropic substances;
- the driver, Owner and/or Insured if the damage was caused maliciously by either the driver, Owner and/or Insured;
- the third party liable for the damages;
- You in any other case provided under the laws established under Insurance Contract Laws and any case established by this policy.

**C) LEGAL DEFENCE**

If any person has an accident that is covered under Sections 3A and 3B We may arrange for legal services to:

- represent that person at any coroner's inquiry or fatal accident inquiry; or
- 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.

**See also:**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**Page 28 Endorsements**

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 4 – WINDSCREEN AND WINDOW DAMAGE ONLY

### A) WHAT IS COVERED:

This section is an **optional extra** and applies if it is shown on the Motor Policy Insurance Schedule.

We will repair or where necessary replace the broken glass of Your windscreen or window, trims and any scratching to the bodywork caused by the broken glass as long as there has not been any other loss or damage and providing this cover is shown as operative on the schedule.

**The decision to replace or repair the glass will be made solely by The Insurer.**

An Excess applies when our preferred supplier is not used.

A payment under this section will not affect Your no claims bonus providing that the payment does not exceed 850 Euros. If the payment exceeds 850 Euros, the claim should be dealt with under Section 1 – Damage to Your Vehicle (an Excess will be applicable and it will affect Your no claims bonus).

### B) WHAT IS NOT COVERED:

- **We will not repair or replace sunroofs or any other Glass forming part of Your Vehicle.**
- **Any windscreen or window not made of glass.**
- **The most We will pay is 850 Euros per claim.**
- **At the time of the loss We will not pay more than the Market Value of Your Vehicle, or the value as stated on the schedule, whichever is the lesser.**

See also:  
Page 24 & 25 General Exceptions  
Page 26 & 27 General Conditions  
Page 28 Endorsements

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 5 - EXTRA BENEFITS applicable to a Comprehensive Policy

### New Vehicle Replacement

Where Your Vehicle is a Private car and You have comprehensive cover We will replace Your Vehicle with a new one of the same make and specification (subject to availability) within twelve months of purchase new by You and insured continuously by You with Us:

- if any repair cost or damage covered by the policy exceeds 80% of the list price of Your Vehicle (including vehicle tax and VAT) at the time of purchase, or
- if Your Vehicle is stolen and not recovered, or
- 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, or
- if We replace Your Vehicle the salvage may at our option be retained by Us.
- 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.

The maximum amount We shall pay, please refer to Your policy schedule.

**We will cover any vehicle which is defined as a private car and registered to a private individual.**

### Child car seats

If You have a child car seat fitted to Your Private Car and Your Vehicle is involved in an accident, damaged by Fire, Theft or attempted Theft, We will cover You for the cost of a replacement child car seat up to a limit of 100 Euros. Proof of purchase may be required in the event of a claim.

### Replacement locks

If Your Vehicle's keys or lock transmitter are stolen We will pay the cost of replacing:

- the door locks and/or boot lock; and/or
- the ignition/steering lock; and/or
- 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.

We will pay up to a limit of 500 Euros.

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

**See also:**  
**Page 24 & 25 General Exceptions**  
**Page 26 & 27 General Conditions**  
**Page 28 Endorsements**

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 6 - EXTRA BENEFITS applicable to all Policies

### Injury to the Policyholder

If You suffer accidental bodily injury in direct connection with Your Vehicle, or while getting into or out of, or travelling in any other vehicle 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:

- irrecoverable loss of sight in one or both eyes, or
- loss of any limb.

The maximum We will pay under this section is 3,500 Euros.

If You have any other insurance policies with Us in respect of any other vehicle, You will only be able to obtain compensation for Your injuries under one policy.

#### You ARE NOT COVERED FOR:

- **bodily injuries arising from attempted suicide;**
- **companies or firms;**
- **if You are 75 years old or older at the time of the incident;**
- **if You do not hold a licence or are disqualified from holding or obtaining such a licence.**

### Medical expenses

If You or any other occupant of Your Vehicle is injured as a direct result of Your Vehicle being involved in an accident We will pay for the medical expenses in connection with such injury up to a limit of 3,500 Euros in respect of each person injured.

### Uninsured driver cover

If You make a claim for an accident that is not Your fault and it has been established that the driver of the vehicle that hits You is not insured, We will reimburse Your policy Excess and You will not lose Your no claims bonus.

We will need:

- A police report.
- The vehicle registration number, make and model of the vehicle.
- The driver's details if possible.
- Details of independent witnesses if available.

### Please note

**A payment made under this section will affect Your no claims bonus except where noted.**

See also:

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 7 – OPTIONAL BENEFITS

These benefits will be highlighted on Your schedule if You have opted to include them.

### Hire car indemnity cover

If Your Vehicle is damaged or lost as a result of a road traffic accident or Theft, We will cover the cost for You to hire an alternative vehicle (subject to the limits specified below) in the following circumstances:

- 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 Your Vehicle.
- 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.
- 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.

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

A payment under this section will not affect Your no claims bonus.

### Protected no claims bonus

Please refer to Your policy schedule and the applicable Endorsement.

Claims arising from:

Repairs to or replacement of Your Vehicle's 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 change in Your circumstances that makes You ineligible for protected no claims bonus or in the event of a general rate increase.

### Restricted driver discount

By electing to restrict the people permitted to drive Your Vehicle You may obtain a discount from the premium payable. The detail of who is insured to drive Your Vehicle is shown on Your schedule.

### Additional voluntary Excess

The amount that You have chosen to bear in addition to the standard policy Excess that is applicable on Your policy. A discount may be applied to Your policy if You have included an additional voluntary discount.

The total Excess applicable on the policy is displayed on Your schedule.

### Please note:

**A payment made under Section 7 will affect Your no claims bonus except where noted.**

#### See also:

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

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## SECTION 8 – NO CLAIMS BONUS

If You do not make a claim under Your insurance Your no claims bonus will be increased in accordance with our scale as applicable.

### What happens to Your bonus if You make a claim?

If You make a claim, or a claim is made against You, and You do not have protected no claims bonus, We will reduce Your no claims bonus as follows:

- One claim:  
If You make one claim during Your Period of Insurance You will lose two years no claims bonus. If You had four years no claims bonus, You would have two years no claims bonus at renewal. If You had one year no claims bonus, You would be left with zero no claims bonus at renewal.
- Two claims:  
If You make two claims during Your Period of Insurance You will lose four years no claims bonus, and terms and conditions may be applied at the underwriter's discretion. If You had four years or less no claims bonus, You would be left with zero no claims bonus at renewal,
- Three or more claims:  
If You make three or more claims during Your Period of Insurance You will lose all Your no claims bonus, and terms and conditions may be applied at the underwriter's discretion.

If a claim occurs which is not Your fault and We have to make a payment, We will reduce Your no claims bonus unless We can get back all that We have paid from those responsible.

If You make a claim after Your renewal premium has been calculated, We reserve the right to revise Your premium.

If Your no claims bonus has been reduced on renewal of Your policy and a subsequent recovery is made on a claim which affected Your bonus, We will reinstate Your no claims bonus and any applicable premium will be refunded.

No claims bonus cannot be earned unless a policy has been in force for at least 12 months with no fault claims occurring.

### No claims bonus certificate

Your no claims bonus certificate will be issued confirming the number of years no claims bonus earned by You and will not take into account any introductory or equivalent bonus.

### Named drivers no claims bonus

Any no claims bonus earned by a named driver on Your policy is valid only on another Ibox policy. Should that policy cancel, We will only provide a no claims bonus showing the bonus earned on that policy and not include any bonus accrued as a named driver.

### Protected no claims bonus

Protected no claims bonus allows You to have up to 2 at fault claims in any 3 year period before You lose any no claims bonus, thereafter any subsequent at fault claim will affect Your bonus as stated above "What happens to Your bonus if You make a claim?" i.e.

- One claim:  
If You make one claim during Your Period of Insurance You will lose two years no claims bonus. If You had four years no claims bonus, You would have two years no claims bonus at renewal. If You had one year no claims bonus, You would be left with zero no claims bonus at renewal.

#### See also:

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 9 – FOREIGN USE

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

- any country which is a member of the European Union;
- 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 civil liabilities insurance arising from the use of motor vehicles (No. 72/166/EEC).

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

Cover also includes:

- Transit by sea air or rail in or between 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.

### **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.

**See also:**

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

## SECTION 10 – MOTOR LEGAL PROTECTION

This section is an **optional extra** and applies if it is shown on your Policy schedule. The cover provided by this section is legal expenses insurance. There are 2 different levels of cover (see Territorial Limits on Page 17) please refer to your Policy schedule.

Your cover will be valid for the duration indicated on Your motor policy insurance schedule. Motor Legal Protection is a legal expenses insurance contract which helps You to recover uninsured losses and costs from the person responsible for the accident following a vehicle collision.

### DEFINITIONS

In this part of the insurance policy the meaning of the following words will be:

#### Costs

In relation to a Road Traffic Accident means any legal fees, costs and disbursements reasonably and properly incurred in relation to a claim and any consequent Legal Proceedings, which cannot be recovered from another person.

#### Event

Means a road traffic accident arising from the negligence of a Third Party, which results in The Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- loss of or damage to The Insured Vehicle;
- damage to any personal property owned by The Insured Person or for which The Insured Person is legally responsible while such property is in or on The Insured vehicle;
- death or personal injury to The Insured Person whilst in, on, mounting or dismounting from The Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this policy.

#### Indemnity Limit

The maximum amount We will pay for costs under your policy for any one accident is 3,000€ (including Value Added Tax) either to be used in full for Policyholder/driver or apportioned with the passengers in the Your Vehicle.

#### Insured

Means the person who is entitled to participate in the uninsured loss recovery service offered by Ibex Insurance Services Ltd and has paid the premium or whose participating agent has agreed to pay the premium on their behalf.

#### Insured Person

Means You and any person authorised to drive Your Vehicle under your Policy schedule or any authorised passenger at your Insurer's discretion in or on Your Vehicle who are claiming under this policy, with Your consent, or Your or their legal representative in the event of death.

#### Insured Vehicle

Means any private motor vehicle described in Your motor insurance policy schedule at the time of the event.

#### Insurers/We/Us

Ibex Insurance Services Limited acting as Coverholders for R J Kiln Syndicate No. 510 (Underwriters at Lloyd's).

#### Lawyer/Legal Representative

Means the Solicitor or other appropriately qualified or experienced person or persons (who may be a member of our staff) appointed to act for The Insured Person, who will be suitably competent to carry out the work.

### **Legal Proceedings**

Any civil, tribunal or arbitration proceedings or an inquiry or appeals from them.

### **Period of Cover**

From the start date to the termination date of this policy, as advised and any subsequent period for which You have paid the premiums in full.

### **Reasonable Prospects**

In relation to a claim, it is more likely than not that You will be awarded damages.

### **Territorial Limits**

For Essential Cover - Spain, Gibraltar and Andorra.

For Prestige Cover - Any member country of the European Union.

### **The contract of Insurance**

We agree to cover You under the terms of this section during the period of cover. The Exceptions and Conditions of the Policy (as set out within) define the extent of cover We will provide.

### **Terms**

All terms, exceptions, conditions and limitations which apply to Your policy, including this section.

### **Third Party**

Other person(s) and/or party(s) responsible for the accident, excluding The Insured Person (as defined in this part of the Policy).

### **Uninsured Loss**

Any loss, including injury, compensation or consequential loss sustained by The Insured Person from an Insured Event not covered by The Insured Person's underlying Motor Insurance Policy.

### **You/Your**

The Insured and/or Insured Person.

### **Your Policy**

This policy of insurance, the policy booklet, schedule, proposal confirmation.

### **Proportionality**

The basis objectively applied of deciding if the costs of Your claim are proportionate to the expected advantages to You from the claim taking account of:

- the amount of money involved;
- the public importance of the case;
- the complexity of the issues;
- the financial position of the parties; and
- the damages You are expected to receive.

## **CONDITIONS WHICH APPLY TO YOUR POLICY**

### **Your policy**

The cover under this section will only apply if at the time of the event Your policy is in force and all obligations under Your policy have been complied with and Your Vehicle is being driven or used for a purpose allowed under our policy.

### **Your duty**

We will only provide cover under this section if You adhere to all the terms of Your policy and of this section and You act openly and in good faith throughout.

### **Notification**

You must tell Us as soon as reasonably possible after an event which may lead to a claim under this section. You must not answer but You must send to Us as soon as reasonably possible after receiving it, any notice of a prosecution inquest or fatal accident enquiry or Claim Form from a court, claim or

letter about the event. You must follow the claims procedure for Your policy. You must also promptly give any further information that We or the lawyer ask for. Information to be given by You to Us or the lawyer will be provided at Your own expense.

#### **Uninsured Loss Claim and Prospects of Recovery**

1. We will investigate the circumstances of the accident to decide whether The Insured Person has a reasonable prospect of recovery.
2. If at any time The Insurer considers that The Insured Person does not have a reasonable prospect of recovery We will not commence or continue the claim.
3. We will notify The Insured Person in writing, giving reasons for The Insurer's decision to discontinue handling the claim. There will be no further entitlement to receive the service in respect of the accident in question.

#### **Claims Procedure**

1. We will have sole discretion to decide the way in which the claim is pursued and the way in which negotiations are handled. This may include the disclosure of The Insured's Person's contact details to the other party where such disclosure is deemed beneficial to the progress of the claim.
2. The Insured Person must co-operate fully with Us.
3. If The Insured person fails to co-operate with Us or fails to pursue the claim in a reasonable and diligent manner We will be entitled to the withdraw the service.
4. The Insured Person will be liable to reimburse Us for all costs, fees and other expenses incurred by Us if:
  - a. The Insured person fails to co-operate with Us in his pursuit of the claim or
  - b. The Insured person withdraws the claim without our agreement or
  - c. The Insured person makes a serious misrepresentation of the facts surrounding any aspect of the claim, which affects our risk.

#### **Negotiation and Settlement**

1. All offers of settlement received from the Third Party will be communicated to The Insured Person.
2. If The Insured Person does not wish to accept an offer which We consider to be realistic, We will not be under any obligation to continue to provide the service in respect of the accident concerned.
3. If We consider that there is unlikely to be a realistic settlement from the Third Party, We may discontinue and terminate the pursuit of The Insured Person's claims.

#### **Your Representative**

Your Legal Representative is Iberian Claims Service S.A. who can be contacted at the following address:

Iberian Claims Service S.A.  
Oficina 12, Sotomarket  
Urb Sotogrande  
11310 San Roque  
Cadiz  
Spain  
Tel: +34 956 695 747  
Fax: +34 956 794 681  
E-mail: legal@iberianclaims.com

Iberian Claims Service S.A. will be appointed to handle and manage Your claim against the third party responsible for the incident.

#### **See also:**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

### Appointment of a Lawyer

1. If We consider it necessary, a Solicitor will be appointed by Us to act on behalf of The Insured Person.
2. We may appoint a Solicitor of The Insured's Person's choice but only after:
  - a. We consider that legal proceedings are required and are about to be issued, and
  - b. We agree in writing, and
  - c. the Solicitor appointed agrees to all our terms and conditions that may be required at the time of the appointment. We will advise the Solicitor in writing of any terms and conditions which apply. We may choose not to accept the choice of Solicitor.

If the Solicitor chosen by The Insured Person will not agree to our terms and conditions, We will not be obliged to afford any indemnity under the terms of this certificate.

### Supervision of Legal Proceedings

- a. We shall have direct access to the Solicitor at all times and be entitled to receive full details of all negotiations and legal proceedings undertaken, together with all documents relating to the claim (including the Solicitor's original file) and to that extent **The Insured Person waives privilege.**
- b. The Solicitor will not institute legal proceedings without our prior approval.
- c. The Insured Person or Solicitor shall notify Us of any offer or payment in settlement of the claim. If We consider that any such offer or payment is realistic and notifies the Solicitor in writing with this opinion, The Insurer shall not be liable to pay any authorised legal costs incurred thereafter.
- d. If We decide at any time that The Insured Person's claim no longer has reasonable prospect of success, We shall notify The Insured Person and the Solicitor in writing to that effect. The Solicitor shall try to negotiate settlement of the claim on the best terms possible. If settlement has not been reached within 28 days of our notification, The Insurer shall not be liable to pay any authorised legal costs incurred thereafter.
- e. To the extent that any claim for authorised legal costs is increased because of the failure of the Solicitor to diligently and effectively pursue a claim for uninsured losses then The Insurer shall not be liable to contribute to that increase.
- f. Except by agreement We will not pay for any authorised legal costs until after the conclusion of a claim for Uninsured Losses when as soon as possible a final account in respect of authorised legal costs has been sent to Us for consideration of payment.

### Conflict of interest

If a situation arises where:

- a. The Insured Person's claim is against a person who is also entitled to the Uninsured Losses services, and
- b. there is a conflict between The Insured Person's best interest and those of The Legal Representative then The Legal Representative will be entitled to appoint a Solicitor as in Section 5, to conduct negotiations and/or take legal proceedings on The Insured Person's behalf, providing:
  - I. that The Legal Representative has previously decided that it is necessary for a Solicitor to be appointed, and
  - II. that The Insured Person has not already appointed a Solicitor. The same conditions for appointment of a Solicitor and supervision of legal proceedings will apply. In such circumstances the maximum liability is 3,000€ (inclusive of VAT) of The Legal Representative for Authorised Legal Costs of The Insured Person.

### GENERAL TERMS AND CONDITIONS

The Insurer upon payment of the premium agree to indemnify The Insured and Insured Person (s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of a Road Traffic Accident within the Territorial Limits occurring during the Period of Insurance.

See also:  
Page 24 & 25 General Exceptions  
Page 26 & 27 General Conditions

**THIS POLICY IS NOT TRANSFERABLE**

#### EXCEPTIONS WHICH APPLY TO YOUR POLICY

The Legal Representative will not be liable to provide services for claims:

- Arising out of any deliberate and/or criminal act.
- Any legal costs and fees if You report a claim to Us more than 180 days after the index accident.
- If there is other insurance which covers the same loss We will not pay more than our share of the claim.
- Costs arising out of an event which happened outside the period of cover or which happened outside of the Territorial Limits.
- Costs for legal proceedings taking place outside the Territorial Limits.
- Costs incurred without our written consent for the legal proceedings or the appeal and in any circumstance those incurred before written notification of the claim to Us and any payments arising from the event You make or agree to make without our agreement.
- Costs incurred after You unreasonably withdraw from the legal proceedings, or Your claim is settled or discontinued without agreement beforehand; or
- Costs, expenses, damages, fines or other penalties You are ordered to pay by a court of criminal jurisdiction.
- Costs arising from disputes between You and Us or from an event or claim arising out of Your deliberate action or omission.
- Costs for a claim where We consider that the continuance of Your claim does not have reasonable prospect of success, or that the legal costs and fees are not in proportion to the amount You are claiming.
- Claims which are not notified to Us in accordance with the claim procedure for this section.
- Claims arising out of the use of Your car which is not in accordance with Your associated Motor Policy including use for racing, rallies, trials or competition of any kind.
- Claims arising from an event for which there is no cover under this section of Your policy.
- Claims which are false, fraudulent or exaggerated.
- Claims arising from mechanical failure of Your car, faulty or incomplete service or repair of Your car.
- Claims where at the time of the event, the driver of Your car did not hold a valid driving licence or Your car was not in a roadworthy condition or there was no valid MOT or ITV certificate where applicable.
- Claims against You by any other person who falls within the definition of "You" in this section if there is a conflict of interest.
- All claims principally arising out of or alleging professional negligence.

See also:

Page 24 & 25 General Exceptions

Page 26 & 27 General Conditions

**THIS POLICY IS NOT TRANSFERABLE**

## **SECTION 11 – EXTRAORDINARY RISKS (CONSORCIO). APPLICABLE ONLY TO SPANISH REGISTERED VEHICLES**

### **LEGAL PROCEDURE IN THE CASE OF LOSS**

#### **The Compensation Consortium (“Consortio de Compensación”) indemnification clause for losses arising from extraordinary risks.**

In accordance with the provisions set out in the legal Insurance Compensation Consortium Statute (“Consortio de Compensación de Seguros”) (hereinafter “Consortio”), approved by legislative Royal Decree 7/2004 of 29 October and amended by Law 12/2006 of 16 May, a person taking out an insurance policy that is bound to incorporate a surcharge in favour of the above mentioned public business entity, has the facility to agree cover for extraordinary risks with any insurance company that meets current legislation requirements.

The indemnifications arising from claims produced by extraordinary risks that occur in Spain and that affect risks situate therein, and also, for personal insurance, those that occur abroad when The Insured has his/her habitual residence in Spain, will be paid by the Consortio when The Insured has paid the relevant surcharges to it and when any of the following situations have occurred:

- a) That the extraordinary risk covered by the Consortio is not covered by the insurance policy taken out with The Insurer.
- b) That, even though it may be covered by the said policy, The Insurer’s obligations cannot be complied with as it has been judicially declared insolvent or is subject to a liquidation process in which the Consortio has intervened or which it has taken on.

The Consortio will act in accordance with the provisions set out in the above mentioned legal Statute, in Law 50/1980 of 8 October in respect of Insurance Contracts, in the Extraordinary Risk Rules approved by Royal Decree 300/2004 of 20 February and complementary provisions.

### **Summary of legal rules**

#### **1. Extraordinary risks covered**

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including sea battering) volcanic eruptions, atypical cyclonic storms (including extraordinarily strong winds greater than 135 km/h, and tornados) and meteorites falling.
- b) Violent occurrences due to terrorism, rebellion, sedition, riot and mass disturbances.
- c) Deeds or acts of the Armed Forces or Security Forces in peacetime.

#### **2. Excluded risks**

- a) Those risks that do not give rise to indemnification in accordance with the Insurance Contract Law.
- b) Those happening to persons or assets insured by insurance contracts different from those where it is obligatory to pay a surcharge in favour of the Consortio.
- c) Those caused due to fault in, or defect of The Insured object, or clear lack of maintenance of the same.
- d) Those caused by armed conflict, even though war has not previously been declared.
- e) Those arising from nuclear energy, without prejudice to the provisions of Law 25/1964 of 29 April in respect of nuclear energy. Notwithstanding the above, all direct damages caused within an insured nuclear installation, will be considered as covered when these are caused by an extraordinary risk that affects the installation.

- f) Those due to mere acts of time and, in the case of assets which are totally or partially submerged, those resulting merely from the ordinary action of the waves or currents.
- g) Those occurring due to natural phenomena different from those set out in article 1 of the extraordinary risk Rules and, in particular, those caused by a rise in the phreatic level, mountainside movement, landslides or land settlement, falling rocks and similar phenomena, save for those clearly caused by the action of rain water which, in turn has provoked a situation of extraordinary flooding in the area and occurs simultaneously with the flooding.
- h) Those caused by disturbances occurring during meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of 15 July ("Ley Orgánica") which regulates the right to meet, as well as during legal strikes, save when such actions can be qualified as extraordinary risks in accordance with article 1 of the extraordinary risk Rules.
- i) Those caused by The Insured in bad faith.
- j) Those arising from claims occurring within the time period established in article 8 of the extraordinary risk rules.
- k) Those relating to claims occurring before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Law, the Consorcio cover is suspended or the insurance has been cancelled due to non-payment of premiums.
- l) Indirect damages or losses arising from direct or indirect damages, different from the loss of benefits set out in the extraordinary risk Rules. In particular, damages or losses suffered as a consequence of cuts in, or alterations to the external electrical supply, combustible gases, fuel, diesel or other fluids, or any other indirect damages or losses different from those set out in the previous paragraph, even though these alterations may have arisen from a cause included in the extraordinary risk cover.
- m) Those that, because of their magnitude or seriousness can be qualified by the Government of the Nation as a "national catastrophe or calamity".

### 3. Excess

In the case of direct damages to objects (save for cars, dwellings and their communities), the Excess payable by The Insured will be 7% of the amount of damages to be indemnified caused by the incident being claimed for.

For personal insurance, no Excess will be deducted.

In the case of loss of benefits, the Excess payable by The Insured will be that set out in the policy for loss of benefits in ordinary risks.

### 4. Extent of Cover

Cover for extraordinary risks will be for the same persons and assets, and amounts insured that have been established in the policy for ordinary risks. Nevertheless, for policies that cover damages to the motor vehicle insured, the Consorcio guarantees the entirety of the insurable interest, even though the policy only partially covers it.

**See also:**  
**Section 1 Damage to Your Vehicle and its Accessories**  
**Section 2 Fire and Theft**  
**Page 24 & 25 General Exceptions**  
**Page 26 & 27 General Conditions**  
**THIS POLICY IS NOT TRANSFERABLE**

For life insurance policies that may, in accordance with the terms of the contract and in accordance with the regulatory rules for private insurance, generate mathematical provision, Consorcio cover will refer to the capital at risk for each insured, i.e. to the difference between the sum insured and the mathematical provision which, in accordance with the above mentioned rules, The Insurer that issued the policy should have constituted. The amount corresponding to the said mathematical provision will be paid by the said insurer.

#### **Procedure in the case of a claim to be indemnified by the Consorcio.**

In the case of a claim, The Insured, Policyholder, beneficiary or their respective legal representatives, either directly or through The Insurer or broker, should communicate the same, within a period of seven days of finding out about the incident, to the regional branch of the relevant Consorcio, depending on where the incident occurred. The communication will be made in the standard format to this effect, which form can be found on the Consorcio's web page ([www.conorseguros.es](http://www.conorseguros.es)), or at its offices or The Insurer's offices, attaching thereto all documentation required, depending on the type of damages or lesions.

Furthermore, remains and traces of the incident should be kept for assessment and, should this be absolutely impossible, documentary evidence of the damages should be submitted, such as photographs, notarial acts, videos or official certificates. Likewise, the invoices relating to any damaged assets that must be destroyed for reasons of safety, should be kept.

As many steps as may be necessary to lessen the damage should be taken.

The valuation of the losses arising due to extraordinary risks will be made by the Consorcio, without it being tied in any way by the valuations, if any, that The Insurer may have made to cover ordinary risks.

In order to clarify any doubt that may arise with regard to the procedure to follow, the Consorcio has the following telephone number 902 222 665.

**See also:**

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

## GENERAL EXCEPTIONS (applicable to all sections)

### Your insurance does not cover the following:

- Any accident, injury, loss or damage while any vehicle insured is being:
  - a) Driven by any person other than as described on the schedule and the section of Your Certificate of Motor Insurance headed "Persons entitled to drive".
  - b) Driven by any person under, or over the age specified on the policy schedule.
  - c) Driven by You unless You hold a current licence to drive The Insured vehicle and are not disqualified from holding or obtaining such a licence.
  - d) Driven by anyone else with Your consent, who does not have a current licence to drive Your Vehicle or is disqualified from holding or obtaining such a licence.
- 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. We reserve the right to Cancel Your policy.

**Note:** should the above exceptions 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 You to recover all outlay incurred.

- Any liability You have accepted under an agreement but which would not attach if that agreement did not exist.
- Any injury, loss or damage or any consequential loss 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 of the assembly.
- 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.
- Any accident, injury, loss or damage (except under Section 3, Liability to Third Parties) arising from or in consequence of:
  - Earthquakes.
  - Riot or civil commotion.
  - Loss of use of Your Vehicle and any other indirect or consequential loss .
- Any claim falling within the terms and conditions of Section 11, Consortium of Insurance Compensation, of this policy.
- Detention, seizure, confiscation or any attempt thereof.
- Act of terrorism:
- Loss, damage, cost or expenses of any 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.
- Loss, damage, cost or expense of any 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.

**GENERAL EXCEPTIONS CONT'D**

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.

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

See also:

Section 1 Damage to Your Vehicle and it's Accessories

Section 2 Fire and Theft

Page 24 & 25 General Exceptions

Page 26 & 27 General Conditions

**THIS POLICY IS NOT TRANSFERABLE**

## GENERAL CONDITIONS

### 1. Your duty to Us

We will only provide You with the cover set out in this policy if:

- You or anyone else claiming cover under this policy has kept to all the terms and conditions of the policy;
- all information given to Us is true and complete. It is Your responsibility to ensure that information relating to all drivers covered by the policy is accurate.

### 2. Care of Your Vehicle

You or any other person covered by this insurance must:

- protect Your Vehicle from loss or damage;
- make sure Your Vehicle is roadworthy at all times;
- allow Us to inspect Your Vehicle at any reasonable time if We ask You.

### 3. Cancellation

You may cancel this insurance at any time by returning Your original Certificate of Motor Insurance and Receipt to Us.

If You cancel Your policy, and provided no claim has occurred, We will calculate the premium for the period We insured You and refund any balance. The refund will be based on our short period rates below.

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 seven days' 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

### 4. 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 5 which will be paid as indicated under this section. This provision will not place any obligation upon us to accept any liability under Section 3 which We would otherwise be entitled to exclude under Section 3, "What is not Covered".

## 5. Tracker System

If a tracker system, approved and agreed by Us, is required to be installed on Your Vehicle it is a condition of this policy section 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 of any Theft:
  - 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.

**See also:**

**Section 1 Damage to Your Vehicle and its Accessories**

**Section 2 Fire and Theft**

**Page 24 & 25 General Exceptions**

**Page 26 & 27 General Conditions**

**THIS POLICY IS NOT TRANSFERABLE**

## ENDORSEMENTS

Please see below some of the key 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	Noted and agreed cover is hereby excluded on registration number until such time as a satisfactory engineer's 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	Section 6 - Car hire indemnity cover is operative.
HCE Car hire indemnity cover excluded	Car hire indemnity cover is hereby excluded.
PB1 Protected no claims bonus	Section 6 - The maximum level of no claims bonus allowed bonus 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.
PBR Protected no claims bonus	Section 6 - The maximum level of no claims bonus allowed bonus and Your premium will remain unchanged irrespective of a claim occurring during any one Period of Insurance subject to a maximum of 1 claim in any 3 year period.
T01 Tracker warranty	Tracker system warranty applies - see General Conditions.
T02 Theft cover excluded	Theft cover is excluded until such time as an approved tracker system is fitted and is accepted by underwriters. See General Conditions.
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. See General Conditions.

## CLAIMS PROCEDURE

If You need to make a claim, please first read this policy and Your schedule to confirm that cover is in force. To register a claim, telephone or go and see Your insurance intermediary.

### 1. You must:

- (i) notify Us of any accident injury loss or damage within a maximum period of seven days from the day on which it was known; and
- (ii) complete and return to Iberian Claims Service S.A. promptly a written report of the occurrence and at Your own expense provide Us with any additional information which We may require; and
- (iii) notify the Police immediately of any Theft/attempted Theft or criminal damage involving The Insured property and obtain a crime report number.
- (iv) In the event of court action involving a Third Party:
  - a) within 7 days sign and return to Us or comment constructively upon any statement of truth that We, or our representative may require You to sign;
  - b) search for and provide to Us all documents that We or our representative may require from You in relation to any claim under this policy and within 7 days sign and return to Us any statement of disclosure that We or our representative may request or comment constructively thereupon;
- (iii) send to Us immediately and unanswered, any communication You receive about the incident. 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;
- (iv) You must not without our prior written consent admit liability, or make any offer to settle or compromise or pay any claim by a third party which might give rise to a claim under the policy.

### 2. We may:

- (i) obtain or ask You to obtain estimates for repairs and We can decide where repairs can be undertaken;
- (ii) take over the defence or settlement of any claim. We can also take legal action to get back any payment Your insurers have made under Your policy. You must give Us permission to take this action in Your name and You must help Us far as possible.
- (iii) You must send all claims, letters, summonses or legal documents to Iberian Claims Service as soon as possible. You must not reply to any of these documents.

All documentation relating to a claim should be submitted direct or via Your insurance adviser to:

**Iberian Claims Service SA**  
**Apdo. 161**  
**11311 Guadiz**  
**Cádiz**

## CLAIMS CONTROL

We shall have the absolute right in our discretion to decide where The Insured property is to be repaired.

We shall have the absolute right in our discretion and at our expense:

- (i) to commence or take over and conduct the defence of any claim against or prosecution of an insured person arising out of an occurrence which might give rise to a claim under the policy;
- (ii) to commence or take over and conduct any claim brought in the name of an insured person to recover sums which are or which might be payable under the policy;
- (iii) to commence or take over and conduct the representation of an insured person at any inquest, inquiry or similar proceedings which might give rise to a claim under the policy.

## FRAUD

If You make any claim, or any statement in connection with any claim, that You know to be false, exaggerated, fraudulent, dishonest or misleading or intentionally fail to disclose any material information in connection with a claim, this policy shall be void from its inception and We shall be entitled to recover from You any amounts already paid as claims during the current Period of Insurance and to retain in full any premium paid. We also reserve the right to notify the Police of any such conduct.

## SETTLEMENT OF CLAIMS

### (i) Our rights

In the event of a claim We may:

- a) inspect the vehicle;
- b) exercise sole conduct and control over the defence of any settlement of any claim made upon You or any other insured person by any other party and negotiation shall not be entered into nor any admission of liability or any promise, offer or payment made without our consent;
- c) take over and control any proceedings in Your name for our benefit to recover compensation from any source or defend proceedings against You.

### (ii) Recovery of Lost or Stolen property

If any lost or stolen property is recovered You must let Us know as soon as reasonably possible by a guaranteed form of communication. If the property is recovered after payment of the claim it will belong to Us but You will have the option to retain it and refund the claim payment to Us.

### (iii) Procedure

In respect of a claim for liability under the policy, We will either pay the limit stated (after deduction for compensation already paid) or any lesser amount for which the claim can be settled. Once the payment has been made, We will have no further responsibilities or liability under the claim except for the payment of costs and expenses incurred before the payment date.

If We cannot agree regarding the assessment of damages within 40 days from the date of receiving notification of a claim We must enter into a procedure of adjustment in the following manner:

- Each of Us will nominate a Loss Adjuster, each having to show in writing the acceptance of the other's nominee.
- If one of Us does not make this appointment the other can require that an appropriate Loss Adjuster is appointed within eight days of the instruction being given, failing which it is understood that they accept the judgement of the other party's Loss Adjuster, and will be bound by it.
- If the two appointed Loss Adjusters reach agreement it will be reflected in a joint statement in which will be shown the causes of the claim, the valuation of

- damages, and any other circumstances which may have influenced the decision.
- Should there be no consensus between the Loss Adjusters We must jointly agree a third Loss Adjuster and if We cannot agree on this nomination the nomination will be made by the Judge of the Court of the First Instance in the place where the property is situated in an act of voluntary jurisdiction and within the procedures laid down for appointment of Loss Adjusters in the Law of Civil Judgements.
  - In this case the decision of the Loss Adjusters will be issued within a period indicated by the parties or in default of this within 30 days from the date of acceptance of his appointment by the third Loss Adjuster.
  - The decision of the Loss Adjusters, whether unanimous or by majority, will be notified to Us as well as to You immediately and in an unambiguous form and will bind both of Us unless there is a legal challenge:
    - (i) Within a period of 180 days from the date of notification if it is You who is issuing the challenge.
    - (ii) Within a period of 30 days if it is Us.
  - If no challenge is issued within these time limits the Loss Adjusters' decision will be final.
  - We will each pay the fees of our respective Loss Adjusters.
  - The cost of the adjustment (other than debris removal costs), as well as the fees of the third Loss Adjuster, will be divided between Us in equal proportions.
  - If either of the parties (Us or You) has made the loss adjusting process necessary by insisting on assessing the damages at an amount which was obviously disproportionate, it will be that party alone who will pay the total of the said costs.

## COMPLAINTS PROCEDURE

### Internal Arrangements:

Any claim or complaint should be addressed in writing to the broker mentioned in the policy, which in turn will notify it to Ibex Insurance.

Ibex Insurance  
The Tower  
Marina Bay  
Gibraltar  
Tel: + 35020077822 Fax: +35020077823

In the event You would like to submit a complaint or a claim in connection with Your legally recognised interests and rights, You could address it, in writing, to:

Lloyd's Market Services  
1 Lime Street  
London  
EC3M 7HA  
Tel: +44 (0) 20 7327 5693  
Fax: +44 (0) 20 7327 5225  
e-mail: complaints@lloyds.com

### External Arrangements:

- 1) In the event of a dispute, You may bring a claim before the Court of first instance corresponding to Your domicile under section 24 of the Insurance Contracts Act. All summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of:

Lloyd's Sucursal en España  
Apoderado General para España ("Lloyd's Iberia Representative, SLU").  
C/ José Ortega y Gasset, 7,  
Edificio Serrano 49  
1ª planta  
28006 Madrid

that in this instance, has authority to accept service on their behalf. It is understood that such address is only for support services, information and service of suit purposes. Insurers by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

- 2) Similarly, You may voluntarily submit a dispute to arbitration in accordance with the terms of section 31 of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.
- 3) In addition, and without prejudice to any action brought before a court of Law, a Policyholder, insured or beneficiary may bring a claim by virtue of section 62 of the Royal Legislative Decree 6/2004 on Ordination and Supervision of Private Insurance, before the Directorate General of Insurance ("Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones) if it is considered that The Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract. It may be possible for You to refer Your complaint to the Financial Ombudsman Service in the United Kingdom. Further details will be provided upon request.

### **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, Portoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

### **Rectification Clause**

If the content of the policy differs from the insurance proposal form or from the agreed clauses, the Policyholder shall be entitled to bring a complaint to the insuring entity in the period of one month as from the date of tender of the policy so that it may rectify the difference found. Once this period has elapsed without a complaint being made, the policy provisions shall stand.

### **DATA PROTECTION INFORMATION**

By way of this document, please be informed that the personal data provided by the person taking out insurance / insured will be incorporated into a file named Watkins, Lloyd's Syndicate administrator 0457, who will deal with them in accordance with the UK Data Protection Act 1998, with regard to subscription, holding and management of insurance contracts and, in particular, offering services, handling proposals, claim handling and payment of services.

Ibex Insurance Services Ltd, acting in its capacity as subscription agency, will handle the data relating to the person taking out insurance / insured on behalf of The Insurer, in accordance with the above mentioned Data Protection Act 1998 and only for the purposes provided in its binding authority granted by certain Lloyd's Syndicates.

You can find out more about Lloyd's market privacy policy at [www.lloyds.com](http://www.lloyds.com).

The applicant may exercise his/her rights to information, access, rectification, cancellation and opposition (Spanish Organic Law 15/1999) by contacting Ibex Insurances Services Ltd, Marina Bay, Gibraltar

### **LAW APPLICABLE TO THE CONTRACT**

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

For vehicles registered in other territories, 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 is situated) will apply except in cases where Spanish Law or the law of the country in which the vehicle is kept takes precedence.

An official Spanish policy wording is available upon request. In case of conflict the Spanish policy wording will prevail.

### **Compulsory Insurance Regulations and Rights of Recovery**

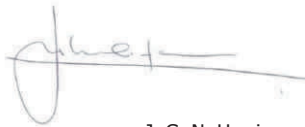
If the law of any country in which this policy operates requires Us to settle a claim which if this law had not existed We would not be obliged to pay We reserve the right to recover such payments from You or from the person who incurred the liability.

**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:

Signature on behalf of Ibex Insurance Services Ltd representing certain Underwriters at Lloyd's of London.  
This policy is underwritten by R J Kiln Ltd. - syndicate No: 510



J. G. N. Harrison

Date:

Place:

**WRITTEN ACCEPTANCE OF LIMITATIVE CLAUSES AND RECEIPT OF INFORMATION**

Further to Section 3 of Insurance Contract Law 50/80, of 8th October, and as an additional clause of the policy schedule, the Policyholder/insured declares that he/she has read, examined and understood the content and scope of all clauses of this insurance contract and, especially those that, duly highlighted in bold letters, may be limitative of his/her rights. And in order to expressly show the full acceptance of these clauses, the Policyholder/insured signs at the bottom of this document. In addition, the Policyholder expressly recognises having received from The Insurer, in writing and on the date when the proposal form was completed, the relevant information legally established, further to Section 105 of the "Reglamento de Ordenación y Supervisión de los Seguros Privados".

Signature of the Policyholder:

Signature on behalf of Ibex Insurance Services Ltd representing certain Underwriters at Lloyd's of London.  
This policy is underwritten by R J Kiln Ltd. - syndicate No: 510



J. G. N. Harrison

Date:

Place:





Lloyd's Building



**ibex**  
INSURANCE

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The Tower, Marina Bay, Gibraltar.  
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